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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

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April 9, 2020

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 **Retroactive** amendment to existing contracts and exercise a renewal option with the vendors listed below in **bold** for the provision of primary health care services for underserved, low-income and homeless individuals, by increasing the total price limitation by $3,593,746 from $6,337,786 to $9,931,532 and by extending the completion dates from March 31, 2020 to June 30, 2021 effective upon Governor and Council approval. The original contracts were approved by Governor and Council on June 20, 2018, item #27G. 12.95% Federal Funds. 87.05% General Funds.

Primary Care Services					
Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Ammonoosuc Community Health Services, Inc.	177755-R001	Littleton	$373,662	$218,359	$592,021
Amoskeag (formerly Manchester Community Health Center)	157274-B001	Manchester	$1,190,293	$695,578	$1,885,871
Coos County Family Health Services, Inc.	155327-B001	Berlin	$213,277	$124,634	$337,911
Greater Seacoast Community Health	154703-B001	Somersworth	$1,017,629	$594,677	$1,612,306
HealthFirst Family Care Center	158221-B001	Franklin	$477,877	$279,260	$757,137
Indian Stream Health Center	165274-B001	Colebrook	$157,917	$92,283	$250,200
Lamprey Health Care, Inc.	177677-R001	Newmarket	$1,049,538	$613,324	$1,662,862
Mid-State Health Center	158055-B001	Plymouth	$306,570	$179,152	$485,722

Weeks Medical Center	**177171-B001**	**Lancaster**	**$180,885**	**$105,705**	**$286,590**
		Sub- Total:	*$4,967,648*	*$2,902,972*	*$7,870,620*

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Amoskeag (formerly Manchester Community Health Center)	**157274-B001**	**Carrol, Merrimack, Sullivan, Northeast Hillsboro Counties**	**$80,000**	**$25,000**	**$105,000**
Concord Hospital	**177653-B011**	**Concord**	**$484,176**	**$282,940**	**$767,116**
White Mountain Community Health Center	**174170-R001**	**Conway**	**$352,976**	**$206,271**	**$559,247**
		Sub-Total:	*$917,152*	*$514,211*	*$1,431,363*

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Greater Seacoast Community Health	**154703-B001**	**Somersworth**	**$146,488**	**$85,604**	**$232,092**
Manchester Health Department	**177433-B009**	**Manchester**	**$155,650**	**$90,959**	**$246,609**
Harbor Homes, Inc.	155358-B001	Nashua	$150,848	$0	$150,848
		Sub-Total	*$4052,986*	*$176,563*	*$629,549*
		Total:	**$6,337,786**	**$3,593,746**	**$9,931,532**

Funds are available in the following accounts for State Fiscal Years 2020 and 2021, 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.

05-95-90-902010-5190 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, MATERNAL AND CHILD HEALTH 13.04% FEDERAL AND 86.96% GENERAL

05-95-90-902010-5190 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND

COMMUNITY SERVICES, MATERNAL AND CHILD HEALTH 26% Federal and 74% General

05-95-90-902010-5190 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND 100% GENERAL FUNDS

See attached fiscal details.

EXPLANATION

This request is **Retroactive** because this item was previously submitted and the Department was requested to reassess the contract duration due to the COVID-19 Emergency. The Department is resubmitting with shorter contract duration of fifteen (15) months. As previously stated, the original contract was approved by Governor and Council on June 20, 2018, Item #27G (Vote 5-0).

The purpose of this request is to continue to increase statewide access to comprehensive primary health care services that include preventative and ongoing health care for acute and chronic health conditions for people of all ages, including pregnant women, children, adolescents, adults, the elderly and the homeless. Primary care vendors integrate and coordinate access to medical, behavioral and social services by reducing barriers to care through the provision of an array of enabling services such as care coordination, translation services, outreach, eligibility assistance, and health education.

Primary and preventative health care services are provided to underserved, low-income and homeless individuals who experience barriers to accessing health care due to issues such as lack of insurance, inability to pay, limited language proficiency and geographic isolation. Approximately 35,000 individuals will be served from April 1, 2020 to March 31, 2021.

The Department will continue to monitor contracted services using the performance measures outlined in Exhibit A-1, Reporting Metrics, by reviewing each vendor's historical baseline data and comparing that to the reported metrics to ensure there is stability or an increase to the percentage of patients served.

As referenced in Exhibit C-1 of the original contracts, the parties have the option to extend the agreements for up to twenty four (24) months, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for fifteen (15) months of the twenty four (24) months available.

Should the Governor and Executive Council not authorize this request, the Department may be unable to ensure preventative and regular health care for acute and chronic health conditions for low income and homeless individuals of all ages, including pregnant women, children, adolescents, adults, and the elderly throughout the state.

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

FINANCIAL DETAIL ATTACHMENT SHEET
Primary Care Services and Primary Care for the Homeless

05-95-90-902010-5190 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPUL
COMMUNITY SERVICES, MATERNAL AND CHILD HEALTH 26% Federal and 74% General

1. Ammonoosuc Community Health Services, Inc., Vendor # 177755-R001

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2018	102-500731	Contracts for Program Svcs	90080100	$46,708.00	$0.00	$46,708.00
SFY 2019	102-500731	Contracts for Program Svcs	90080100	$186,831.00	$0.00	$186,831.00
SFY 2020	102-500731	Contracts for Program Svcs	90080100	$140,123.00	$0.00	$140,123.00
				$373,662.00	*$0.00*	$373,662.00

2. Concord Hospital, Inc., Vendor # 177653-B011

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2018	102-500731	Contracts for Program Services	90080100	$60,522	$0	$60,522
SFY 2019	102-500731	Contracts for Program Services	90080100	$242,088	$0	$242,088
SFY 2020	102-500731	Contracts for Program Services	90080100	$181,566	$0	$181,566
				$484,176.00	*$0.00*	$484,176.00

3. Coos County Family Health Services, Inc., Vendor # 155327-B001

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2018	102-500731	Contracts for Program Svcs	90080100	$26,660.00	$0.00	$26,660.00
SFY 2019	102-500731	Contracts for Program Svcs	90080100	$106,638.00	$0.00	$106,638.00
SFY 2020	102-500731	Contracts for Program Svcs	90080100	$79,979.00	$0.00	$79,979.00
				$213,277.00	*$0.00*	$213,277.00

4. Greater Seacoast Community Health, Vendor # 166629-B001

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2018	102-500731	Contracts for Program Svcs	90080100	$127,203	$0	$127,203
SFY 2019	102-500731	Contracts for Program Svcs	90080100	$508,815	$0	$508,815
SFY 2020	102-500731	Contracts for Program Svcs	90080100	$381,611	$0	$381,611
				$1,017,629.00	*$0.00*	$1,017,629.00

5. Health First Family Care Center, Vendor # 158221-B001

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2018	102-500731	Contracts for Program Svcs	90080100	$59,735	$0	$59,735
SFY 2019	102-500731	Contracts for Program Svcs	90080100	$238,938	$0	$238,938
SFY 2020	102-500731	Contracts for Program Svcs	90080100	$179,204	$0	$179,204
				$477,877.00	*$0.00*	$477,877.00

6. Indian Stream Health Center, Vendor #165274-B001

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2018	102-500731	Contracts for Program Svcs	90080100	$19,740.00	$0.00	$19,740.00
SFY 2019	102-500731	Contracts for Program Svcs	90080100	$78,958.00	$0.00	$78,958.00
SFY 2020	102-500731	Contracts for Program Svcs	90080100	$59,219.00	$0.00	$59,219.00
				$157,917.00	*$0.00*	$157,917.00

FINANCIAL DETAIL ATTACHMENT SHEET

Primary Care Services and Primary Care for the Homeless

7. Lamprey Health Care, Inc., Vendor # 177677-R001

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2018	102-500731	Contracts for Program Svcs	90080100	$131,192.00	$0.00	$131,192.00
SFY 2019	102-500731	Contracts for Program Svcs	90080100	$524,769.00	$0.00	$524,769.00
SFY 2020	102-500731	Contracts for Program Svcs	90080100	$393,577.00	$0.00	$393,577.00
				$1,049,538.00	*$0.00*	$1,049,538.00

8. Amoskeag Health, Vendor # 157274-B001

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2018	102-500731	Contracts for Program Svcs	90080100	$148,787	$0	$148,787
SFY 2019	102-500731	Contracts for Program Svcs	90080100	$595,146	$0	$595,146
SFY 2020	102-500731	Contracts for Program Svcs	90080100	$446,360	$0	$446,360
				$1,190,293.00	*$0.00*	$1,190,293.00

9. Mid-State Health Center, Vendor # 158055-B001

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2018	102-500731	Contracts for Program Svcs	90080100	$38,321.00	$0.00	$38,321.00
SFY 2019	102-500731	Contracts for Program Svcs	90080100	$153,285.00	$0.00	$153,285.00
SFY 2020	102-500731	Contracts for Program Svcs	90080100	$114,964.00	$0.00	$114,964.00
				$306,570.00	$0.00	$306,570.00

10. Amoskeag Health (Northwest Hillsborough County), Vendor # 157274-B001 SPECIFIC COUNTIES

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2018	102-500731	Contracts for Program Svcs	90080100	$10,000	$0	$10,000
SFY 2019	102-500731	Contracts for Program Svcs	90080100	$40,000	$0	$40,000
SFY 2020	102-500731	Contracts for Program Svcs	90080100	$30,000	$0	$30,000
				$80,000.00	*$0.00*	*$80,000.00*

11. Weeks Medical Center, Vendor # 177171-R001

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2018	102-500731	Contracts for Program Services	90080100	$22,611.00	$0.00	$22,611.00
SFY 2019	102-500731	Contracts for Program Services	90080100	$90,442.00	$0.00	$90,442.00
SFY 2020	102-500731	Contracts for Program Services	90080100	$67,832.00	$0.00	$67,832.00
				$180,885.00	*$0.00*	*$180,885.00*

12. White Mountain Community Health Center, Vendor # 174170-R001

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2018	102-500731	Contracts for Program Services	90080100	$44,122	$0	$44,122
SFY 2019	102-500731	Contracts for Program Services	90080100	$176,488	$0	$176,488
SFY 2020	102-500731	Contracts for Program Services	90080100	$132,366	$0	$132,366
				$352,976.00	*$0.00*	*$352,976.00*

13. Greater Seacoast Community - Primary Care for the Homeless, Vendor # 166629-B001

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2018	102-500731	Contracts for Program Svcs	90080100	$18,311	$0	$18,311
SFY 2019	102-500731	Contracts for Program Svcs	90080100	$73,244	$0	$73,244
SFY 2020	102-500731	Contracts for Program Svcs	90080100	$54,933	$0	$54,933
				$146,488.00	*$0.00*	*$146,488.00*

FINANCIAL DETAIL ATTACHMENT SHEET
Primary Care Services and Primary Care for the Homeless

14. Manchester Health Dept. Primary Care for the Homeless - Vendor #177433-B009						
Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2018	102-500731	Contracts for Program Services	90080100	$19,456.00	$0.00	$19,456.00
SFY 2019	102-500731	Contracts for Program Services	90080100	$77,825.00	$0.00	$77,825.00
SFY 2020	102-500731	Contracts for Program Services	90080100	$58,369.00	$0.00	$58,369.00
15. Harbor Homes, Inc. Vendor - 1555358-B001						
SFY 2018	102-500731	Contracts for Program Services	90080100	$18,856.00	$0.00	$18,856.00
SFY 2019	102-500731	Contracts for Program Services	90080100	$75,424.00	$0.00	$75,424.00
SFY 2020	102-500731	Contracts for Program Services	90080100	$56,568.00	$0.00	$56,568.00
				$150,848.00	$0.00	$306,498.00
				$6,337,786.00	*$0.00*	*$6,337,786.00*

05-95-90-902010-5190 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPUL
COMMUNITY SERVICES, MATERNAL AND CHILD HEALTH 13.04% FEDERAL AND 86.96% GENERAL

1. Ammonoosuc Community Health Services, Inc., Vendor # 177755-R001

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2020	102-500731	Contracts for Program Svcs	90080105	$0.00	$43,672	$43,672
SFY 2021	102-500731	Contracts for Program Svcs	90080105	$0.00	$174,687	$174,687
			Subtotal	*$0.00*	*$218,359*	$218,359

2. Concord Hospital, Inc., Vendor # 177653-B011

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2020	102-500731	Contracts for Program Svcs	90080105	$0	$56,588	$56,588
SFY 2021	102-500731	Contracts for Program Svcs	90080105	$0	$226,352	$226,352
			Subtotal	*$0*	*$282,940*	$282,940

3. Coos County Family Health Services, Inc., Vendor # 155327-B001

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2020	102-500731	Contracts for Program Svcs	90080105	$0.00	$24,927	$24,927
SFY 2021	102-500731	Contracts for Program Svcs	90080105	$0.00	$99,707	$99,707
			Subtotal	*$0.00*	*$124,634*	$124,634

4. Greater Seacoast Community Health, Vendor # 166629-B001

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2020	102-500731	Contracts for Program Svcs	90080105	$0	$118,935	$118,935
SFY 2021	102-500731	Contracts for Program Svcs	90080105	$0	$475,742	$475,742
			Subtotal	*$0*	*$594,677*	$594,677

5. Health First Family Care Center, Vendor # 158221-B001

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2020	102-500731	Contracts for Program Svcs	90080105	$0.00	$55,852	$55,852.00
SFY 2021	102-500731	Contracts for Program Svcs	90080105	$0.00	$223,408	$223,408.00
			Subtotal	*$0.00*	*$279,260.00*	$279,260.00

6. Indian Stream Health Center, Vendor #165274-B001

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2020	102-500731	Contracts for Program Svcs	90080105	$0	$18,457	$18,457
SFY 2021	102-500731	Contracts for Program Svcs	90080105	$0	$73,826	$73,826
			Subtotal	*$0*	*$92,283*	$92,283

7. Lamprey Health Care, Inc., Vendor # 177677-R001

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2020	102-500731	Contracts for Program Svcs	90080105	$0.00	$122,665	$122,665
SFY 2021	102-500731	Contracts for Program Svcs	90080105	$0.00	$490,659	$490,659
			Subtotal	*$0.00*	*$613,324*	$613,324

FINANCIAL DETAIL ATTACHMENT SHEET
Primary Care Services and Primary Care for the Homeless

8. Amoskeag Health, Vendor # 157274-B001

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2020	102-500731	Contracts for Program Svcs	90080105	$0.00	$139,116	$139,116
SFY 2021	102-500731	Contracts for Program Svcs	90080105	$0.00	$556,462	$556,462
			Subtotal	*$0.00*	*$695,578*	$695,578

9. Mid-State Health Center, Vendor # 158055-B001

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2020	102-500731	Contracts for Program Svcs	90080105	$0.00	$35,830	$35,830
SFY 2021	102-500731	Contracts for Program Svcs	90080105	$0.00	$143,322	$143,322
			Subtotal	$0.00	$179,152	$179,152

10. Weeks Medical Center, Vendor # 177171-R001

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2020	102-500731	Contracts for Program Services	90080105	$0.00	$21,141	$21,141
SFY 2021	102-500731	Contracts for Program Services	90080105	$0.00	$84,564	$84,564
			Subtotal	$0.00	$105,705	$105,705

11. White Mountain Community Health Center, Vendor # 174170-R001

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2020	102-500731	Contracts for Program Services	90080105	$0.00	$41,255	$41,255.00
SFY 2021	102-500731	Contracts for Program Services	90080105	$0.00	$165,016	$165,016.00
			Subtotal	$0.00	$206,271.00	$206,271.00

12. Greater Seacoast Community - Primary Care for the Homeless, Vendor # 166629-B001

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2020	102-500731	Contracts for Program Svcs	90080105	$0	$17,121	$17,121
SFY 2021	102-500731	Contracts for Program Svcs	90080105	$0	$68,483	$68,483
			Subtotal	$0	$85,604	$85,604

13. Manchester Health Dept. Primary Care for the Homeless - Vendor #177433-B009

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2020	102-500731	Contracts for Program Services	90080105	$0	$18,192	$18,192
SFY 2021	102-500731	Contracts for Program Services	90080105	$0	$72,767	$72,767
			Subtotal	*$0*	*$90,959*	*$90,959*
			Total	$0	$3,568,746.00	$3,568,746.00

05-95-90-902010-5190 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPUL
100% GENERAL FUNDS

1. Amoskeag Health (Northwest Hillsborough County), Vendor # 157274-B001 SPECIFIC COUNTIES

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2020	102-500731	Contracts for Program Svcs	TBD	$0.00	$5,000	$5,000
SFY 2021	102-500731	Contracts for Program Svcs	TBD	$0.00	$20,000	$20,000
			Subtotal	$0.00	$25,000	$25,000
			Total	$0.00	*$25,000*	*$25,000*

Total:	$6,337,786	$3,593,746	$9,931,532

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Primary Care Services

This 1st Amendment to the Primary Care Services (contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Ammonoosuc Community Health Services, Inc. (hereinafter referred to as "the Contractor"), a non-profit with a place of business at 25 Mount Eustis Road, Littleton, NH 03561.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018, (Item #27G), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2021.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $592,021.

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

   Nathan D. White, Director.

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

   603-271-9631.

5. Modify Exhibit A, Scope of Services by deleting it in its entirety and replacing with Exhibit A Amendment #1, Scope of Services, incorporated by reference and attached herein.

6. Modify Exhibit A-1, Reporting Metrics by deleting it in its entirety and replacing with Exhibit A-1, Reporting Metrics Amendment #1, incorporated by reference and attached herein.

7. Modify Exhibit A-2, Report Timing Requirements by deleting it in its entirety.

8. Modify Exhibit B, Methods and Conditions Precedent to Payment, Subsection 4.1 to read:

   4.1 Payments shall be on a cost reimbursement basis for approved actual costs in accordance with Exhibit B-1 through Exhibit B-5, Amendment #1 Budget, incorporated by reference and attached herein.

9. Add Exhibit B-4 Amendment #1, Budget, incorporated by reference and attached herein.

10. Add Exhibit B-5 Amendment #1, Budget, incorporated by reference and attached herein.

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

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

State of New Hampshire
Department of Health and Human Services

4/7/2020
Date

Name: Lisa Morris
Title: ~~Director~~

Ammonoosuc Community Health Services, Inc.

04/06/2020
Date

Name: Edward D. Shanshala, II
Title: CEO

New Hampshire Department of Health and Human Services
Primary Care Services

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

OFFICE OF THE ATTORNEY GENERAL

4/13/2020
Date

Name:
Title:

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. et seq.

1.4. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered. The Department shall be the payor of last resort.

1.5. The Contractor shall provide Preventative and Primary Health Care, as well as related Care Management and Enabling Services to individuals of all ages, statewide, who are:

1.5.1. Uninsured.

1.5.2. Underinsured.

1.5.3. Low-income (defined as <185% of the U.S. Department of Health and Human Services (US DHHS), Poverty Guidelines.

1.6. The Contractor shall comply with all applicable state and federal laws for the duration of the contract period, including but not limited to:

1.6.1. NH RSA 141-C and Administrative Rule He-P 301, adopted 6/3/08, which requires the reporting of all communicable diseases.

1.6.2. NH RSA 169:C, Child Protection Act; NH RSA 161-F46, Protective Services to Adults, NH RSA 631:6, Assault and Related Offences, and RSA 130:A, Lead Paint Poisoning and Control.

1.6.3. NH RSA 141-C and the Immunization Rules promulgated, hereunder.

2. Eligibility Determination Services

2.1. The Contractor shall notify the Department, in writing, if access to Primary Care Services for new patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

2.2. The Contractor shall assist individuals with completing a Medicaid/Expanded

Medicaid and other health insurance application when income calculations indicate possible Medicaid eligibility.

2.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered.

2.4. The Contractor shall post a notice in a public and conspicuous location noting that no individual will be denied services for an inability to pay.

2.5. The Contractor shall develop and implement a sliding fee scale for services in accordance with the Federal Poverty Guidelines.

2.6. The Contractor shall make the sliding fee scale available to the Department upon request.

3. Primary Care Services

3.1. The Contractor shall ensure primary care services are provided by a New Hampshire licensed Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Advanced Practice Registered Nurse (APRN) or Physician Assistant (PA) to eligible individuals in the service area.

3.2. The Contractor shall ensure primary care services include, but are not limited to:

3.2.1. Reproductive health services.

3.2.2. Perinatal health services including, but not limited to, access to obstetrical services either on-site or by referral.

3.2.3. Preventive services, screenings and health education in accordance with established, documented state or national guidelines.

3.2.4. Integrated behavioral health services.

3.2.5. Pathology, radiology, surgical and CLIA-certified laboratory services either on-site or by referral.

3.2.6. Assessment of need and follow-up/referral as indicated for:

3.2.6.1. Tobacco cessation, including referral to QuitWorks-NH, www.QuitWorksNH.org.

3.2.6.2. Social services.

3.2.6.3. Chronic Disease management, including disease specific referral and self-management education such as referral to Diabetes Self-Management Education (DSME) as recommended by American Diabetes Association (ADA).

3.2.6.4. Nutrition services, including Women, Infants and Children (WIC) Food and Nutrition Service, as appropriate;

3.2.6.5. Screening, Brief Intervention and Referral to Treatment

(SBIRT) services, including but not limited to contact with the Regional Public Health Network Continuum of Care Development Initiative.

3.2.6.6. Referrals to health, home care, oral health and behavioral health specialty providers who offer sliding scale fees, when available.

3.3. The Contractor shall provide care management for individuals enrolled for primary care services, which includes, but is not limited to:

3.3.1. Integrated and coordinated services that ensure patients receive necessary care, including behavioral health and oral care when and where it is needed and wanted, in a culturally and linguistically appropriate manner.

3.3.2. Access to a healthcare provider by telephone twenty-four (24) hours per day, seven (7) days per week, directly, by referral or subcontract.

3.3.3. Care facilitated by registries, information technology, and health information exchanged.

3.4. The Contractor shall provide and facilitate enabling services, which are non-clinical services, that support the delivery of basic primary care services.

3.5. The Contractor shall facilitate access to comprehensive patient care and social services, as appropriate, that may include, but are not limited to:

3.5.1. Benefits counseling.

3.5.2. Health insurance eligibility and enrollment assistance.

3.5.3. Health education and supportive counseling.

3.5.4. Interpretation/translation for individuals with Limited English Proficiency or other communication needs.

3.5.5. Outreach, which may include the use of community health workers.

3.5.6. Transportation.

3.5.7. Education of patients and the community regarding the availability and appropriate use of health services.

4. Quality Improvement

4.1. The Contractor shall develop, define, facilitate and implement a minimum of two (2) Quality Improvement (QI) projects, which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of targeted patient groups. The Contractor shall ensure:

4.1.1. One (1) QI project focuses on the performance measure designated by the Maternal and Child Health Section (MCHS), which is

Adolescent Well Visits for SFY 2020-2022.

4.1.1.1. A minimum of one (1) other QI project is selected from Exhibit A-1 "Reporting Metrics" MCHS Primary

4.1.1.2. Care Performance Measures are met according to previous performance outcomes identified as needing improvement.

4.2. The Contractor shall utilize Quality Improvement Science to develop and implement a QI Workplan for each QI project. The Contractor shall ensure the QI Workplan includes, but is not limited to:

4.2.1. Specific goals and objectives for the project period; and

4.2.2. Evaluation methods used to demonstrate improvement in the quality, efficiency, and effectiveness of patient care.

4.3. The Contractor shall include baseline measurements for each area of improvement identified in the QI projects, to establish health care services and health status of targeted patient groups in need of improvement.

4.4. The Contractor shall utilize activities in QI projects that enhance clinical workflow and improve patient outcomes, which may include, but are not limited to:

4.4.1. EMR prompts/alerts.

4.4.2. Protocols/Guidelines.

4.4.3. Diagnostic support.Patient registries.Collaborative learning sessions.

5. Staffing

5.1. The Contractor shall ensure all health and allied health professionals have the appropriate, current New Hampshire licenses whether directly employed, contracted or subcontracted.

5.2. The Contractor shall employ a medical services director who:

5.2.1. Has specialized training and experience in primary care services.

5.2.2. Participates in quality improvement activities.

5.2.3. Is available to other staff for consultation, as needed.

5.3. The Contractor shall notify the MCHS, in writing, of any newly hired administrator, clinical coordinator or staff person essential to providing contracted services. The Contractor shall ensure notification:

5.3.1. Is provided to the Department no later than thirty (30) days from the

date of hire.

5.3.2. Includes a copy of the newly hired individual's resume.

5.4. The Contractor shall notify the MCHS, in writing, when:

5.4.1. Any critical position is vacant for more than thirty (30) days.

5.4.2. There is not adequate staffing to perform all required services for any period lasting more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

6. Coordination of Services

6.1. The Contractor shall participate in activities within the Public Health Region, as appropriate, to enhance the integration of community-based public health prevention and healthcare initiatives being implemented, including but not limited to:

6.1.1. Community needs assessments.

6.1.2. Public health performance assessments.

6.1.3. Regional health improvement plans under development.

6.2. The Contractor shall participate in and coordinate public health activities, as requested by the Department, during any disease outbreak or emergency that affects the public's health.

7. Required Meetings & Trainings

7.1. The Contractor shall attend meetings and trainings facilitated by the MCHS programs that include, but are not limited to:

7.1.1. MCHS Agency Directors' meetings.

7.1.2. MCHS Primary Care Coordinators' meetings, which are held two (2) times per year, which may require attendance by agency quality improvement staff.

7.1.3. MCHS Agency Medical Services Directors' meetings.

8. Workplans, Outcome Reports & Additional Reporting Requirements

8.1. The Contractor shall collect and report data on the MCHS Primary Care Performance Measures detailed in Exhibit A--1 Reporting Metrics.

8.2. The Contractor shall submit an updated budget narrative, within thirty (30) days of any changes, ensuring the budget narrative includes, but is not limited to:

8.2.1. Staff roles and responsibilities, defining the impact each role has on contract services.

8.2.2. Staff list that details information that includes, but is not limited to:

8.2.2.1. The Full Time Equivalent percentage allocated to contract

services.

8.2.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

8.3. The Contractor shall submit a Sources of Revenue report at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

8.4. The Contractor shall submit reports on the date(s) listed, or, in years where the date listed falls on a non-business day, on the Friday immediately prior to the date listed.

8.5. The Contractor is required to complete and submit each report, as instructed by the Department.

8.6. The Contractor shall submit annual reports to the Department, including but not limited to:

8.6.1. Uniform Data Set (UDS) Data tables that reflect program performance for the previous calendar year no later than March 31st.

8.6.2. A summary of patient satisfaction survey results obtained during the prior contract year no later than July 31st.

8.6.3. Quality (QI) Workplans no later than July 31st.

8.6.4. Enabling Services Workplans no later than July 31st.

8.6.5. QI Workplan revisions, as appropriate, no later than September 1st.

8.6.6. Enabling Services Workplan revisions, as appropriate, no later than September 1st.

8.6.7. Corrective Action Plans relating to Performance Measure Outcome Reports, as needed, no later than September 1st.

8.7. The Contractor shall submit semi-annual reports to the Department, including but not limited to:

8.7.1. Primary Care Services Measure Data Trend Table (DTT) is due no later than:

8.7.2. July 31, 2020 for the measurement period of July 1, 2019 through June 30, 2020.

8.7.3. January 31, 2021 for the measurement period of January 1, 2020 through December 31, 2020.

8.7.4. July 31, 2021 for the measurement period of July 1, 2020 through June 30, 2021.

8.7.5. January 31, 2022 for the measurement period of January 1, 2021

through December 31, 2021.

9. On-Site Reviews

9.1. The Contractor shall permit a team or person authorized by the Department to periodically review the Contractor's:

9.1.1. Systems of governance.

9.1.2. Administration.

9.1.3. Data collection and submission.

9.1.4. Clinical and financial management.

9.1.5. Delivery of education services.

9.2. The Contractor shall cooperate with the Department to ensure information needed for the reviews is accessible and provided, which includes, but is not limited to:

9.2.1. Client records.

9.2.2. Documentation of approved enabling services and quality improvement projects, including process and outcome evaluations.

9.3. The Contractor shall take corrective actions, as advised by the Department's review team, if services provided are not in compliance with the contract requirements.

10. Performance Measures

10.1. The Contractor shall define Annual Improvement Objectives that are measurable, specific and align to the provision of primary care services defined within Exhibit A-1 Reporting Metrics.

Exhibit A-1 – Reporting Metrics, Amendment #1

1. **Definitions**

1.1. **Measurement Year** – Measurement Year consists of 365 days and is defined as either:

1.1.1. The calendar year, (January 1st through December 31st); or

1.1.2. The state fiscal year (July 1st through June 30th).

1.2. **Medical Visit** – Medical visit is defined as any office visit including all well-care and acute-care visits.

1.3. **HEDIS** – Healthcare Effectiveness Data and Information Set

1.4. **NQF** – National Quality Forum

1.5. **Title V** – Federal Maternal and Child Health Services Block Grant

1.6. **UDS** – Uniform Data System

1.7. **NH MCHS** – New Hampshire Maternal and Child Health Section

2. **MCHS PRIMARY CARE PERFORMANCE MEASURES**

2.1. **Breastfeeding**

2.1.1. Percent of infants who are ever breastfed (Title V PM #4).

2.1.1.1. Numerator: All patient infants who were ever breastfed or received breast milk.

2.1.1.2. Numerator Note: The American Academy of Pediatrics recommends all infants exclusively breastfeed for about six (6) months as human milk supports optimal growth and development by providing all required nutrients during that time.

2.1.1.3. Denominator: All patient infants born in the measurement year.

2.2. **Preventive Health: Lead Screening**

2.2.1. Percent of children three (3) years of age who had two (2) or more capillary or venous lead blood test for lead poisoning by their third birthday. (NH MCHS).

2.2.1.1. Numerator: All patient children who received at least one capillary or venous lead screening test between nine (9) months to eighteen (18) months of age **AND** one (1) capillary

or venous lead screening test between nineteen (19) to thirty (30) months of age.

2.2.1.2. Denominator: All patient children who turned three (3) years old during the measurement year that had at least one (1) medical visit during the measurement year.

2.3. **Preventive Health: Adolescent Well-Care Visit**

2.3.1. Percent of adolescents, twelve (12) through twenty-one (21) years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year (HEDIS).

2.3.1.1. Numerator: Number of adolescents, ages 12 through 21 years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year.

2.3.1.2. Denominator: Number of patient adolescents, ages 12 through 21 years of age by the end of the measurement year.

2.4. **Preventive Health: Depression Screening**

2.4.1. Percentage of patients ages twelve (12) and older screened for clinical depression using an age appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NQF 0418, UDS).

2.4.1.1. Numerator: Patients twelve (12) years and older who are screened for clinical depression using an age-appropriate standardized depression screening tool **AND** if positive, a follow-up plan documented.

2.4.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented follow-up plan.

2.4.1.3. Denominator: All patients twelve (12) years and older by the end of the measurement year who had at least one (1) medical visit during the measurement year.

2.4.1.4. Denominator Exception: Depression screening not performed due to medical contraindicated or patient refusal.

2.4.1.5. Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as suicide risk

assessment and/or referral to practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.4.2. Maternal Depression Screening

2.4.2.1. Percentage of women who are screened for clinical depression during any visit up to twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NH MCHS).

2.4.2.1.1. Numerator: Women who are screened for clinical depression during the first twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if screened positive have documented follow-up plan.

2.4.2.1.2. Numerator Note: Numerator includes women who screened negative PLUS women who screened positive AND have documented follow-up plan.

2.4.2.1.3. Denominator: All women who had any office visit up to twelve (12) weeks following delivery during the measurement year.

2.4.2.1.4. Denominator Exception: Documentation of depression screening not performed due to medical contraindicated or patient refusal.

2.4.2.1.5. Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as Suicide Risk Assessment and/or referral to a practitioner who is qualified to

diagnose and treat depression, and/or notification of primary care provider.

2.5. **Preventive Health: Obesity Screening**

2.5.1. Percentage of patients aged 18 years and older with a calculated BMI in the past six months or during the current visit documented in the medical record AND if the most recent BMI is outside of normal parameters, a follow-up plan is documented (NQF 0421, UDS).

2.5.1.1. Normal parameters: Age 65 and older BMI ≥ 23 and < 30

Age 18 through 64 BMI ≥ 18.5 and < 25

2.5.1.2. Numerator: Patients with BMI calculated within the past six months or during the current visit and a follow-up plan documented if the BMI is outside of parameters (Normal BMI + abnormal BMI with documented plan).

2.5.1.3. Follow-Up Plan: Proposed outline of follow-up plan to be conducted as a result of BMI outside of normal parameters. The follow-up plan can include documentation of a future appointment, education, referral (such as registered dietician, nutritionist, occupational therapist, primary care physician, exercise physiologist, mental health provider, surgeon, etc.), prescription of/administration of dietary supplements, exercise counseling, nutrition counseling, etc.

2.5.1.4. Denominator: All patients aged 18 years and older who had at least one (1) medical visit during the measurement year.

2.5.2. Percent of patients aged 3 through 17 who had evidence of BMI percentile documentation AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year (UDS).

2.5.2.1. Numerator: Number of patients in the denominator who had their BMI percentile (not just BMI or height and weight) documented during the measurement year AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year.

2.5.2.2. Denominator: Number of patients who were one year after their second birthday (i.e., were 3 years of age) through adolescents who were aged up to one year past their 16th birthday (i.e., up until they were 17) at some point during the

measurement year, who had at least one medical visit during the reporting year, and were seen by the health center for the first time prior to their 17th birthday.

2.6. **Preventive Health: Tobacco Screening**

2.6.1. Percent of patients aged 18 years and older who were screened for tobacco use at least once during the measurement year or prior year AND who received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user (UDS).

2.6.1.1. Numerator: Number of patients in the denominator for whom documentation demonstrates that patients were queried about their tobacco use one or more times during their most recent visit OR within twenty-four (24) months of the most recent visit and received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user.

2.6.1.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.6.1.4. Definitions:

2.6.1.4.1. Tobacco Use: Includes any type of tobacco.

2.6.1.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy.

2.6.2. Percent of women who are screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user (NH MCHS).

2.6.2.1. Numerator: Pregnant women who were screened for tobacco use during each trimester AND who received tobacco

cessation counseling intervention if identified as a tobacco user.

2.6.2.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.2.3. Denominator: All women who delivered a live birth in the measurement year.

2.7. **At Risk Population: Hypertension**

2.7.1. Percentage of patients aged 18 through 85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90mmHG) during the measurement year (NQF 0018).

2.7.1.1. Numerator: Number of patients from the denominator with blood pressure measurement less than 140/90 mm HG at the time of their last measurement.

2.7.1.2. Denominator: Number of patients age 18 through 85 with diagnosed hypertension (must have been diagnosed with hypertension 6 or more months before the measurement date) who had at least one (1) medical visit during the measurement year. (Excludes pregnant women and patients with End Stage Renal Disease.)

2.8. **Patient Safety: Falls Screening**

2.8.1. Percent of patients aged 65 years and older who were screened for fall risk at least once within 12 months (NH MCHS).

2.8.1.1. Numerator: Patients who were screened for fall risk at least once within the measurement year.

2.8.1.2. Denominator: All patients aged 65 years and older seen by a health care provider within the measurement year.

2.9. **SBIRT**

2.9.1. SBIRT – Percent of patients aged 18 years and older who were screened for substance use, using a formal valid screening tool, during any medical visit AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.1.1. Numerator: Number of patients in the denominator who were screened for substance use, using a formal valid screening

tool, during any medical visit AND if positive, who received a brief intervention and/or referral to services.

2.9.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.9.1.4. Definitions:

2.9.1.4.1. Substance Use: Includes any type of alcohol or drug.

2.9.1.4.2. Brief Intervention: Includes guidance or counseling.

2.9.1.4.3. Referral to Services: includes any recommendation of direct referral for substance abuse services.

2.9.2. Percent of pregnant women who were screened, using a formal valid screening tool, for substance use, during every trimester they are enrolled in the prenatal program AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.2.1. Numerator: Number of women in the denominator who were screened for substance use, using a formal and valid screening tool, during each trimester that they were enrolled in the prenatal program AND if positive, received a brief intervention or referral to services

2.9.2.2. Numerator Note: numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.2.3. Denominator: Number of women enrolled in the agency prenatal program and who had a live birth during the measurement year.

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

Bidder/Program Name: Ammonoosuc Community Health Services, Inc

Budget Request for: Primary Care Services
(Name of RFP)

Budget Period: April 1, 2020 - June 30, 2020

	Total Program Cost			Contractor Share / Match			Fu
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental
1. Total Salary/Wages	$78,198.12	$ -	$ 78,198.12	$ 40,697.19	$ -	$ 40,697.19	$ 37,500.93
2. Employee Benefits	$ 15,639.62	$ -	$ 15,639.62	$ 9,468.55	$ -	$ 9,468.55	$ 6,171.07
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -		$ -	$ -		$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 93,837.74	$ -	$ 93,837.74	$ 50,165.74	$ -	$ 50,165.74	$ 43,672.00

Indirect As A Percent of Direct 0.0%

02/27/2020

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

Bidder/Program Name: Ammonoosuc Community Health Services, Inc

Budget Request for: Primary Care Services

Budget Period: July 1, 2020 - June 30, 2021

	Total Program Cost			Contractor Share / Match			Fu
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental
1. Total Salary/Wages	$313,987.47	$ -	$ 313,987.47	$ 151,198.71	$ -	$ 151,198.71	$ 162,788.7
2. Employee Benefits	$ 62,797.49	$ -	$ 62,797.49	$ 50,899.25	$ -	$ 50,899.25	$ 11,898.24
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -		$ -	$ -		$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 376,784.96	$ -	$ 376,784.96	$ 202,097.96	$ -	$ 202,097.96	$ 174,687.0

Indirect As A Percent of Direct 0.0%

02/27/2020

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that AMMONOOSUC COMMUNITY HEALTH SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 24, 1975. 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: 61161
Certificate Number: 0004790978

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of January A.D. 2020.

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Robert Tortorice, 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 Ammonoosuc Community Health Services, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March 28th, 2018, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Edward D. Shanshala II, CEO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Ammonoosuc Community Health Services, Inc. to enter into contracts or
(Name of Corporation/ LLC)

agreements with the State 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: 02/27/2020

Signature of Elected Officer
Name: Robert Tortorice
Title: Board Secretary

STATE OF NEW HAMPSHIRE

County of Grafton

The foregoing instrument was acknowledged before me this 27th day of February, 2020.

By Robert Tortorice
(Name of Elected Clerk/Secretary/Officer of the Agency)

(NOTARY SEAL)

(Notary Public/Justice of the Peace)

LISA M. MACKENZIE
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
July 10, 2024

Commission Expires: 07/10/2024

LISA M. MACKENZIE NOTARY PUBLIC STATE OF NEW HAMPSHIRE

Rev. 09/23/19

AMMOCOM-01 JTHAMM

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2019

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

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

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: jthamm@clarkinsurance.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Tri-State Insurance Company of Minnesota — 31003
INSURED Ammonoosuc Community Health Services, Inc. ACHS 25 Mt Eustis Road Littleton, NH 03561	INSURER B : Acadia — 31325
	INSURER C : Technology Insurance Company — 42376
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	[ ] CLAIMS-MADE [X] OCCUR			ADV5363386-11	10/4/2019	10/4/2020	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	[ ] ANY AUTO			ADV5363386-11	10/4/2019	10/4/2020	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR							
	[ ] EXCESS LIAB [ ] CLAIMS-MADE			CUA5369941-11	10/4/2019	10/4/2020	EACH OCCURRENCE	$ 1,000,000
	DED X RETENTION $ 0						AGGREGATE	$ 1,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ]	N/A		TWC3804159	7/7/2019	7/7/2020	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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

State of NH Department of Health & Human Services
129 Pleasant St.
Concord, NH 03301

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.

AUTHORIZED REPRESENTATIVE

Ammonoosuc Community Health Services, Inc.
Corporate Resolution

Date: April 24, 2019

RESOLVED: Be it resolved that the ACHS Board of Directors reaffirms the ACHS Mission Statement,

"It is the mission of Ammonoosuc Community Health Services to provide a stable network of comprehensive Primary Health Care Services to individuals and families throughout the communities we serve. In support of this mission, ACHS provides evidenced based, outcome specific, systematic care that is: patient centered, focused on prevention, accessible and affordable to all."

In accordance with RSA 7:32e-I

I, Sandy Laleme, Secretary of the Board of Directors of Ammonoosuc Community Health Services, Inc., certify that the above resolution is an exact representation of the resolution voted on and approved at the regular meeting of the board of directors on April 24, 2019.

Secretary Sandy Laleme
Sandy Laleme

Board of Directors Vote:
Yes 11 No 0

Date: 4-24-2019

Y:\ACHS BOARD OF DIRECTORS\Board Resolutions\2019-0424 Mission Statement.docx

BerryDunn

[redacted]

ACHS

FINANCIAL STATEMENTS

and

SUPPLEMENTARY SCHEDULE AND
REPORTS IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS
AND THE UNIFORM GUIDANCE

June 30, 2019 and 2018

With Independent Auditor's Report

[redacted]

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Ammonoosuc Community Health Services, Inc.

Report on Financial Statements

We have audited the accompanying financial statements of Ammonoosuc Community Health Services, Inc., which comprise the balance sheets as of June 30, 2019 and 2018, and the related statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Ammonoosuc Community Health Services, Inc. as of June 30, 2019 and 2018, and the results of its operations, changes in its net assets and its cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Change in Accounting Principles

As discussed in Note 1 to the financial statements, in 2019 Ammonoosuc Community Health Services, Inc. adopted new accounting guidance, Financial Accounting Standards Board Accounting Standards Updates No. 2016-14, Presentation of Financial Statements of Not-for-Profit Entities (Topic 958) and and No. 2016-18, *Statement of Cash Flows (Topic 230).* Our opinion is not modified with respect to these matters.

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 on our consideration of Ammonoosuc Community Health Services, Inc.'s internal control over financial reporting and on our tests of its 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 Ammonoosuc Community Health Services, Inc.'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 Ammonoosuc Community Health Services, Inc.'s internal control over financial reporting and compliance.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
September 25, 2019

AMMONOOSUC COMMUNITY HEALTH SERVICES, INC.

Balance Sheets

June 30, 2019 and 2018

ASSETS

	2019	2018
Current assets		
Cash and cash equivalents	$ 607,305	$ 960,446
Patient accounts receivable, less allowance for uncollectible accounts of $263,933 in 2019 and $260,243 in 2018	1,070,365	941,880
Grants and other receivables	45,911	159,074
Due from third-party payers	45,000	38,773
Other current assets	126,037	108,362
Total current assets	1,894,618	2,208,535
Investment in limited liability companies	10,000	10,000
Assets limited as to use	360,000	200,000
Beneficial interest in funds held by others	109,945	108,526
Property and equipment, net	4,909,740	4,719,087
Total assets	$ 7,284,303	$ 7,246,148

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	$ 175,528	$ 158,340
Accrued payroll and related expenses	683,959	625,337
Deferred revenue	6,200	30,149
Current maturities of long-term debt	99,317	95,666
Total current liabilities	965,004	909,492
Long-term debt, less current maturities	1,457,577	1,562,764
Total liabilities	2,422,581	2,472,256
Net assets		
Net assets without donor restrictions	4,751,777	4,665,366
Net assets with donor restrictions	109,945	108,526
Total net assets	4,861,722	4,773,892
Total liabilities and net assets	$ 7,284,303	$ 7,246,148

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

AMMONOOSUC COMMUNITY HEALTH SERVICES, INC.

Statements of Operations

Years Ended June 30, 2019 and 2018

	2019	2018
Operating revenue		
Patient service revenue	$ 8,476,438	$ 9,458,135
Provision for bad debts	(101,543)	(58,141)
Net patient service revenue	8,374,895	9,399,994
Grants and contributions	2,864,426	2,775,615
Other operating revenue	92,252	66,598
Net assets released from restriction for operations	515	508
Total operating revenue	11,332,088	12,242,715
Operating expenses		
Salaries and benefits	8,364,903	7,992,532
Other operating expenses	2,616,361	3,576,249
Depreciation	266,820	260,117
Interest expense	61,203	59,710
Total operating expenses	11,309,287	11,888,608
Excess of revenue over expenses	22,801	354,107
Grants received for capital acquisition	63,610	42,739
Increase in net assets without donor restrictions	$ 86,411	$ 396,846

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

AMMONOOSUC COMMUNITY HEALTH SERVICES, INC.

Statements of Changes in Net Assets

Years Ended June 30, 2019 and 2018

	2019	2018
Net assets without donor restrictions		
Excess of revenue over expenses	$ 22,801	$ 354,107
Grants received for capital acquisition	63,610	42,739
Increase in net assets without donor restrictions	86,411	396,846
Net assets with donor restrictions		
Change in fair value of beneficial interest in funds held by others	1,934	6,314
Net assets released from restriction for operations	(515)	(508)
Increase in net assets without donor restrictions	1,419	5,806
Change in net assets	87,830	402,652
Net assets, beginning of year	4,773,892	4,371,240
Net assets, end of year	$ 4,861,722	$ 4,773,892

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

AMMONOOSUC COMMUNITY HEALTH SERVICES, INC.

Statements of Cash Flows

Years Ended June 30, 2019 and 2018

	2019	2018
Cash flows from operating activities		
Change in net assets	$ 87,830	$ 402,652
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Provision for bad debts	101,543	58,141
Depreciation	266,820	260,117
Change in value of beneficial interest in funds held by others, net of account distributions	(1,419)	(5,806)
Grants for long-term purposes	(63,610)	(42,739)
(Decrease) increase in the following assets:		
Patient accounts receivable	(230,028)	(92,644)
Grants and other receivables	113,163	(85,200)
Due from third-party payers	(6,227)	345
Other current assets	(17,675)	164,695
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	17,188	(43,089)
Accrued payroll and related expenses	58,622	(107,957)
Deferred revenue	(23,949)	30,149
Net cash provided by operating activities	302,258	538,664
Cash flows from investing activities		
Capital acquisitions	(457,473)	(468,838)
Investment in limited liability company	-	(10,000)
Net cash used by investing activities	(457,473)	(478,838)
Cash flows from financing activities		
Grants for long-term purposes	63,610	42,739
Payments on long-term debt	(101,536)	(92,424)
Proceeds from issuance of debt	-	340,000
Net cash (used) provided by financing activities	(37,926)	290,315
Net (decrease) increase in cash and cash equivalents	(193,141)	350,141
Cash and cash equivalents, beginning of year	1,160,446	810,305
Cash and cash equivalents, end of year	$ 967,305	$ 1,160,446
Breakdown of cash and cash equivalents and restricted cash, end of year		
Cash and cash equivalents	$ 607,305	$ 960,446
Assets limited as to use	360,000	200,000
Cash and cash equivalents, end of year	$ 967,305	$ 1,160,446
Supplemental disclosures of cash flow information		
Cash paid for interest	$ 61,203	$ 59,710

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

1. Summary of Significant Accounting Policies

Organization

Ammonoosuc Community Health Services, Inc. (the Organization) is a not-for-profit corporation organized in the State of New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) which provides a number of preventative health programs in the towns of Franconia, Littleton, Woodsville, Warren, Whitefield and surrounding communities.

Recently Adopted Accounting Pronouncements

In August 2016, Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities* (Topic 958), which makes targeted changes to the not-for-profit financial reporting model. The ASU marks the completion of the first phase of a larger project aimed at improving not-for-profit financial reporting. Under the ASU, net asset reporting is streamlined and clarified. The existing three category classification of net assets is replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions." The guidance simplified the reporting of deficiencies in endowment funds and clarified the accounting for the lapsing of restrictions on gifts to acquire property, plant, and equipment. New disclosures which highlight restrictions on the use of resources that make otherwise liquid assets unavailable for meeting near-term financial requirements have been added. The ASU also imposes several new requirements related to reporting expenses. The Organization has adjusted the presentation of these statements accordingly. The ASU has been applied retrospectively to 2018 and resulted in a reclassification of $30,514 of net assets without donor restrictions to net assets with donor restrictions. The adoption of the ASU resulted in no impact to total net assets, results of operations or cash flows.

In November 2016, FASB issued ASU No. 2016-18, *Statement of Cash Flows (Topic 230)*, which requires that a statement of cash flows explain the change during the period in the total of cash, cash equivalents, and amounts generally described as restricted cash or restricted cash equivalents. Therefore, amounts generally described as restricted cash and restricted cash equivalents should be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the statement of cash flows. The ASU is effective for fiscal years beginning on or after December 15, 2018. The Organization chose to early adopt ASU No. 2016-18 in 2019, and restated its 2018 statement of cash flows to conform to the provisions thereof.

Basis of Presentation

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (U.S. GAAP), which requires the Organization to report information in the 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 Organization. These net assets may be used at the discretion of the Organization's management and the Board of Directors. The Organization's Board of Directors has designated net assets for future working capital needs in the amount of $360,000 and $200,000 at June 30, 2019 and 2018, respectively.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

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 the 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 statement of operations and changes in net assets as net assets released from restriction. Donor-restricted contributions whose restrictions are met in the same year as received are reflected as contributions without donor restrictions in the accompanying financial statements.

Use of Estimates

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

Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Organization 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. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and petty cash funds.

The Organization has cash deposits in major financial institutions which exceed federal depository insurance limits. The financial institutions have a strong credit rating and management believes the credit risk related to these deposits is minimal.

Accounts Receivable

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Accounts receivable related to medical and dental services are reduced by an allowance for uncollectible accounts. In evaluating the collectibility of accounts receivable, the Organization analyzes its past history and identifies trends for funding source in the aggregate. Management regularly reviews data about revenue and collections in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts. An allowance for uncollectible accounts related to the Organization's pharmacy accounts receivable is not deemed necessary, as patient payments are required prior to the drugs being provided and due to the high collectibility of the insurance balances.

A reconciliation of the allowance for uncollectible accounts is as follows:

	2019	2018
Balance, beginning of year	$ 260,243	$ 274,925
Provision for bad debts	101,543	58,141
Write-offs, net of recoveries	(97,853)	(72,823)
Balance, end of year	$ 263,933	$ 260,243

The increase in the provision for bad debts was primarily a result of an increase in the age of patient receivable balances during the year.

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. Following is a summary of individual payers in which the balance due to the Organization exceeded 10% of the gross accounts receivable balance at June 30:

	2019	2018
Medicare	32 %	35 %
Medicaid	14 %	9 %
Blue Cross Blue Shield	15 %	15 %

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.

The Organization 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, 2019 and 2018, grants from DHHS (including both direct awards and awards passed through other organizations) represented approximately 89% and 84% of grants and contributions, respectively.

Investment in Limited Liability Companies

The Organization is a non-principal participant in the National Rural ACO 13 LLC (the ACO) with a 11.11% interest in the ACO. The mission of the ACO is better health for populations, better care for individuals, and lower growth in health care expenditures. As a participant in the ACO, the Organization intends to work with the ACO, and other ACO participants and providers, to manage and coordinate care for Medicare fee-for-service beneficiaries, and to be accountable for the quality, cost and overall care of its patients. Pursuant to its operating agreement, the ACO will distribute shared savings it receives from Medicare in a predetermined ratio to the Organization, as applicable. The ACO agreement with Medicare ended December 31, 2018.

During 2018, the Organization became a member of the North Country Community Care Organization, LLC (the CCO) by making an initial capital contribution of $10,000 for a 10% interest in the CCO. The primary purpose of the CCO is to enhance the experience and quality of health care, improve population health, and reduce the costs of delivering health care services by fostering collaboration and clinical integration among health care providers based in Northern New Hampshire. The members of the CCO expect to improve population health not only through clinical integration and best practices along the continuum of care, but by stimulating and supporting behavioral, cultural and environmental changes in the North Country, and plan to strive to manage the total cost of care, so that it becomes and remains more affordable and thus more accessible.

Assets Limited As To Use

Assets limited as to use consist of cash set aside by the Organization's Board of Directors for future working capital needs. Use of these funds requires approval by the Organization's Board of Directors.

Beneficial Interest in Funds Held by Others

The Organization is a beneficiary of agency endowment funds at the New Hampshire Charitable Foundation (the Foundation) as a result of contributing endowment funds received from donors to be held and administered by the Foundation. Income from the funds is used to support the operating expenses of the Organization and to support palliative and hospice care. Pursuant to the terms of the resolutions establishing the funds, property contributed to the Foundation is held as separate funds designated for the benefit of the Organization.

In accordance with its spending policy, the Foundation makes distributions from the funds to the Organization. The distributions are approximately 4.03% of the market value of the fund per year. Changes in fair value of the Organization's interest in the funds held by others less fees are recorded as an increase in net assets with donor restrictions. Distributions from the funds are reported as net assets released from restriction for operations.

The composition of beneficial interest in funds held by others follows:

	2019	2018
Net assets with donor restrictions		
Temporary in nature - cumulative change in fair value, net of fees and distributions	$ 47,644	$ 46,225
Permanent in nature - endowment	62,301	62,301
Total	$ 109,945	$ 108,526

Property and Equipment

Property and equipment are carried at cost. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets.

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as net assets without donor restrictions and excluded from the excess of revenue over expenses, unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as net assets with donor restrictions. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

340B Drug Pricing Program

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHC's and other identified entities at a reduced price. The local pharmacies dispense drugs to eligible patients of the Organization and bill Medicare and commercial insurances on behalf of the Organization. Reimbursement received by the contracted pharmacies is remitted to the Organization, less dispensing and administrative fees. Gross revenue generated from the program is included in patient service revenue. Contracted expenses and drug costs incurred related to the program are included in other operating expenses.

Excess of Revenue over Expenses

The statements of operations reflect the excess of revenue over expenses. Changes in net assets without donor restrictions which are excluded from the excess of revenue over expenses include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through September 25, 2019, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to optimize the investment of its available funds.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing activities and general administration, as well as the conduct of services undertaken to support those activities to be general expenditures.

In addition to financial assets available to meet general expenditures over the next 12 months, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures not covered by donor-restricted resources.

The Organization had working capital of $929,614 and $1,299,043 at June 30, 2019 and 2018, respectively. The Organization had average days (based on normal expenditures) cash on hand (including assets limited as to use) of 32 and 36 at June 30, 2019 and 2018, respectively.

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses and scheduled principal payments on debt, were as follows:

	2019	2018
Cash and cash equivalents	$ 607,305	$ 960,446
Patient accounts receivable, net	1,070,365	941,880
Grants and other receivables	45,911	159,074
Due from third-party payers	45,000	38,773
Assets limited as to use	360,000	200,000
Financial assets available to meet general expenditures within one year	$ 1,768,581	$ 2,100,173

The Organization's goal is generally to have, at the minimum, the Health Resources and Services Administration (HRSA) recommended days cash on hand for operations of 30 days.

The Organization has an available $500,000 line of credit as described in Note 5.

3. Fair Value Measurements

FASB Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurements*, 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 FASB ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

- Level 1 inputs: Quoted prices traded daily in an active market.
- Level 2 inputs: Observable inputs other than quoted prices for active markets, (e.g. securities that are traded less frequently than daily).
- Level 3 inputs: Unobservable inputs.

The fair value of the beneficial interest in funds held by others is measured on a non-recurring basis using Level 3 inputs. The fair value is determined annually based on the fair value of the assets in the trust using the market approach, as represented by the Foundation's management. The Organization's management determines the reasonableness of the methodology by evaluating market developments.

The following table sets forth a summary of the change in the fair value of the Level 3 beneficial interest in funds held by others:

	2019	2018
Balance, beginning of year	$ 108,526	$ 102,720
Change in fair value	1,934	6,314
Distributions	(515)	(508)
Balance, end of year	$ 109,945	$ 108,526

4. Property and Equipment

Property and equipment consisted of the following:

	2019	2018
Land, buildings and improvements	$ 6,042,718	$ 6,001,414
Furniture and equipment	1,168,822	1,069,957
Total cost	7,211,540	7,071,371
Less accumulated depreciation	2,619,103	2,352,284
	4,592,437	4,719,087
Construction in progress	317,303	-
Property and equipment, net	$ 4,909,740	$ 4,719,087

During 2019, the Organization began to make roof repairs to the clinical building in Woodsville, New Hampshire. The entire project is estimated to cost approximately $400,000. The project is expected to be completed and placed in service in Fall 2019 and has been funded by operating cash.

The Organization's Littleton and Warren properties were renovated with federal grant funding under the ARRA - Capital Improvement Program and ACA - Capital Development Program. In accordance with the grant agreement, a Notice of Federal Interest (NFI) was required to be filed in the appropriate official records of the jurisdiction in which the property is located. The NFI is designed to notify any prospective buyer or creditor that the Federal Government has a financial interest in the real property acquired under the aforementioned grant; that the property may not be used for any purpose inconsistent with that authorized by the grant program statute and applicable regulations; that the property may not be mortgaged or otherwise used as collateral without the written permission of the Associate Administrator of the Office of Federal Assistance Management (OFAM), HRSA; and that the property may not be sold or transferred to another party without the written permission of the Associate Administrator of OFAM and HRSA.

Upon obtaining the mortgage included in Note 6 below on the Organization's property at 25 Mount Eustis Road, in Littleton, New Hampshire, the Organization received the required written permission from OFAM and HRSA where by HRSA subordinated its Federal Interest in the property to the bank.

5. Operating Line of Credit

During 2019, the Organization increased its available line of credit from $250,000 to $500,000 with a local banking institution through January 2020. Borrowings on the line of credit bear an interest rate equal to the Wall Street Journal Prime Rate (5.5% at June 30, 2019), but no less than 4.5%. The line of credit is payable on demand and is collateralized by all business assets. There was no balance outstanding at June 30, 2019 and 2018.

6. Long-Term Debt

Long-term debt consisted of the following at:

	2019	2018
Note payable to a local bank, payable in monthly installments of $4,393, including interest at 3.5%, through August 2026, collateralized by real estate which is subject to a Notice of Federal Interest (see Note 3) and all other assets.	$ 336,497	$ 377,720
Variable rate note payable to a local bank, payable in monthly installments of $3,480, including interest at 3.5%, through October 2024, at which time the interest will be adjusted to the Wall Street Journal Prime Rate plus 1% through October 2035, collateralized by real estate and all other assets.	492,854	516,973
Variable rate note payable to a local bank, payable in monthly installments of $2,900, including interest at 3.5%, through December 2024, at which time the interest will be adjusted to the Wall Street Journal Prime Rate plus 1% through December 2035, collateralized by real estate and all other assets.	414,094	434,077
Note payable to a local bank, payable in monthly installments of $2,689, including interest at 5%, through November 2032, collateralized by real estate and all other assets.	313,449	329,660
Total long-term debt	1,556,894	1,658,430
Less current maturities	99,317	95,666
Long-term debt, excluding current maturities	$ 1,457,577	$ 1,562,764

Scheduled principal repayments on long-term debt for the next five years and thereafter are as follows:

2020	$ 99,317
2021	103,114
2022	107,057
2023	111,156
2024	115,415
Thereafter	1,020,835
Total	$ 1,556,894

During 2019, the Organization obtained a $200,000 construction loan with a local banking institution. Borrowings on the loan are payable over 20 years. Borrowings on the construction loan bear a fixed interest rate of 5.75% for 5 years at which time the interest will be adjusted to the Wall Street Journal Prime Rate plus 1% for the remainder of the loan. The loan is collateralized by all business assets. There was no balance outstanding at June 30, 2019.

7. Patient Service Revenue

Patient service revenue follows:

	2019	2018
Gross charges	$10,567,030	$10,149,069
340B pharmacy revenue	1,758,794	3,029,731
Other patient revenue	258,739	256,953
Total gross revenue	12,584,563	13,435,753
Contractual adjustments	(3,506,593)	(3,352,522)
Sliding fee scale discounts	(601,532)	(625,096)
Total patient service revenue	$ 8,476,438	$ 9,458,135

Revenue from the Medicare and Medicaid programs accounted for approximately 30% and 18%, respectively, of the Organization's gross patient service revenue for the year ended June 30, 2019 and 33% and 17%, respectively, for the year ended June 30, 2018. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Organization believes that it is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

A summary of the payment arrangements with major third-party payers follows:

Medicare

The Organization is reimbursed for the medical care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by Federal guidelines. Overall, reimbursement is subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through June 30, 2018.

Medicaid and Other Payers

The Organization also has entered into payment agreements with New Hampshire and Vermont Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively determined rates per visit, discounts from established charges and capitated arrangements for primary care services on a per member, per month basis.

Charity Care

The Organization provides care to patients who meet certain criteria under its sliding fee discount policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as patient service revenue.

The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for the sliding fee discount policy. The estimated cost of providing services to patients under the Organization's sliding fee discount policy amounted to $820,071 and $771,527 for the years ended June 30, 2019 and 2018, respectively. The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

8. Functional Expenses

The Organization provides various services to residents within its geographic location. As the Organization is a service organization, expenses are allocated between healthcare services and administrative support based on the percentage of direct care wages to total wages, with the exception of program supplies which are 100% healthcare in nature and contract services which are allocated based on the type of service purchased.

Expenses related to providing these services are as follows for the years ended June 30:

	Healthcare Services	Administrative Support	Total
2019			
Salaries and benefits	**$ 6,564,996**	**$ 1,799,907**	**$ 8,364,903**
Other operating expenses			
Contract services	**543,504**	**117,980**	**661,484**
Program supplies	**632,584**	**-**	**632,584**
Occupancy	**305,873**	**83,427**	**389,300**
Other	**733,053**	**199,940**	**932,993**
Depreciation	**209,640**	**57,180**	**266,820**
Interest expense	**48,087**	**13,116**	**61,203**
Total	**$ 9,037,737**	**$ 2,271,550**	**$ 11,309,287**

	Healthcare Services	Administrative Support	Total
2018			
Salaries and benefits	$ 6,299,255	$ 1,693,277	$ 7,992,532
Other operating expenses			
Contract services	387,882	125,724	513,606
Program supplies	1,845,280	-	1,845,280
Occupancy	269,703	72,082	341,785
Other	633,603	241,975	875,578
Depreciation	205,258	54,859	260,117
Interest expense	47,117	12,593	59,710
Total	$ 9,688,098	$ 2,200,510	$ 11,888,608

9. Benefit Plans

The Organization has a defined contribution plan under Internal Revenue Code Section 403(b) that cover substantially all employees. The Organization made no contributions to the plan during the years ended June 30, 2019 and 2018.

The Organization provides health insurance to its employees through a self-insurance plan with a re-insurance arrangement to limit exposure. Contingent liabilities are not expected to be material because the Organization charges employee premiums based on the maximum liability under the self-insured plan that enable it to accumulate sufficient levels of capital to pay expected claims.

10. Commitments and Contingencies

Lease Commitments

The Organization leases office space under noncancelable operating leases. Future minimum lease payments under these leases are:

2020	$ 70,946
2021	70,946
2022	17,736
Total	$ 159,628

Rent expense amounted to $70,946 and $48,395 for the years ended June 30, 2019 and 2018, respectively.

Medical Malpractice Insurance

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of June 30, 2019, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

SUPPLEMENTARY INFORMATION

AMMONOOSUC COMMUNITY HEALTH SERVICES, INC.

Schedule of Expenditures of Federal Awards

Year Ended June 30, 2019

Federal Grant/Pass-Through Grantor/Program Title	Federal CFDA Number	Pass-Through Contract Number	Total Federal Expenditures
United States Department of Health and Human Services:			
Direct:			
Health Center Program Cluster			
Consolidated Health Centers (Community Health Centers, Migrant Health Centers, Health Care for the Homeless, and Public Housing Primary Care)	93.224		$ 637,731
Affordable Care Act (ACA) Grants for New and Expanded Services Under the Health Center Program	93.527		1,866,927
Total Health Center Program Cluster			2,504,658
Pass-Through:			
State of New Hampshire Department of Health and Human Services			
Maternal and Child Health Services Block Grant to the States	93.994	102-500731/90080000	13,452
Bi-State Primary Care Association, Inc.			
Preventive Health and Health Services Block Grant funded solely with Prevention and Public Health Funds (PPHF)	93.758	n/a	39,797
Total Federal Awards, All Programs			$ 2,557,907

The accompanying notes are an integral part of this schedule.

AMMONOOSUC COMMUNITY HEALTH SERVICES, INC.

Notes to Schedule of Expenditures of Federal Awards

Year Ended June 30, 2019

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**

Ammonoosuc Community Health Services, Inc. (the Organization) has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

3. **Basis of Presentation**

The Schedule includes the federal grant activity of the Organization. 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 Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

BerryDunn

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
Ammonoosuc Community Health Services, Inc.

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 Ammonoosuc Community Health Services, Inc. (the Organization), which comprise the balance sheet as of June 30, 2019, and the related statements of operations, changes in net assets and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon September 25, 2019.

Internal Control Over Financial Reporting

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

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's 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 solely 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.

Compliance and Other Matters

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

Purpose of this Report

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

Berry Dunn McNeil & Parker, LLC

Portland, Maine
September 25, 2019

BerryDunn

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
Ammonoosuc Community Health Services, Inc.

Report on Compliance for the Major Federal Program

We have audited Ammonoosuc Community Health Services, Inc.'s (the Organization) 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, 2019. The Organization'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 the Organization'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 the Organization'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 the Organization's compliance.

Opinion on the Major Federal Program

In our opinion, the Organization 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, 2019.

Report on Internal Control Over Compliance

Management of the Organization is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit, we considered the Organization'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 the Organization's internal control over compliance.

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

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

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

Berry Dunn McNeil & Parker, LLC

Portland, Maine
September 25, 2019

AMMONOOSUC COMMUNITY HEALTH SERVICES, INC.

Schedule of Findings and Questioned Costs

Year Ended June 30, 2019

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 200.516(a)?	☐	Yes	☑	No

Identification of major programs:

CFDA Number	Name of Federal Program or Cluster
	Health Center Program Cluster

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.

AMMONOOSUC COMMUNITY HEALTH SERVICES, INC.

ACHS Board of Directors

NAME	TITLE
Becker, Erik	Board Member
Davis, Lynn	Board Member
Hagan, Evelyn	Board Member
Harman, Betsy	PPQN Chair
Harman, Doug	Immediate Past President
Jones, Jeffrey	Board Treasurer
Merchant, Gary	Board Member
Pearson, Ivy	Board President
Pinter, Frank	Board Member
Rodier, Lauren	Board Member
Ryan, Kathryn	Board Member
Szeidler, Barbara	Board Vice President
Tortorice, Bob	Board Secretary

EXPERIENCE:

Ammonoosuc Community Health Services, Inc. (ACHS), Littleton, NH **2005 – Present**
Chief Executive Officer [Total Budget $12.1million] **2008 – Present**
Provides strategic, innovative, and situational leadership to a ACHS, a Federally Qualified Community Health Center covering 26 rural towns with 31,000 residents where 10,000 are ACHS patients. Core responsibilities include providing leadership regarding vision, mission, and strategy to ensure sustainable future growth in meeting patient's needs. Ten-year growth in revenue from $4,329,578 to $12,146,126, patients from 6,533 to 9,927, and encounters from 28,583 to 40,311.

Key Accomplishments:
- Implemented an integrated clinical pharmacy, expanded behavioral health and substance use disorder, dental and oral healthcare, patient navigation and facilitated enrollment, medical legal services, nutritional, case management, and community health worker services.
- Obtained NCQA Level 3 Patient Centered Medical Home recognition on the initial application (2009) through participation in the NH Citizens Health Initiative Patient Centered Medical Home Pilot Project.
- Co-Founded the following CMS Shared Savings Accountable Care Organizations (ACO);
- 2012 North Country ACO a CMS amongst four FQHC which demonstrated a savings,
- 2016 New Hampshire Rural ACO a CMS amongst three FQHC and six CAH which demonstrated a savings and realized a shared savings dispersant,
- 2018 New Hampshire Value Care a CMS amongst three FQHC and seven CAH which will start in 2019.

Chief Operating Officer [Total Budget $4.6 million] **2005 – 2008**
- Lead patient centered reengineering resulting in the following financial improvements; a 2,585% in Unrestricted Net Assets, 94% in Debt/Equity Ratio, 655% in Working Capital, 39% in Accounts Receivable Days, 57% in Days in Accounts Payable.
- Designed and implemented a 340B Contract Pharmacy Program Expansion shifting expense of ~$40-60K to program of initial 340B savings of $88,831 and currently over $1M.
- Secured and managed a $600,000 Expanded Medical Capacity Implementation at ACHS - Woodsville.

Rochester Primary Care Network Inc. (RPCN), Rochester, NY **2003 – 2005**
Interim CEO and Vice President of Operations: [Total Budget $27 million]
I provided innovative, strategic, and situational leadership at RPCN, a Federally Qualified Health Center serving an urban racially, ethnically, and socio-economically diverse population.

Key Accomplishments:
- Implemented and expanded the VISTA and AmeriCorps program focusing on social determinants of health.
- Provided leadership to staff and board of directors to align organizational strategies with community needs.
- Secured over $ 3 million per year in grant funds from Ryan White, New York State Department of Health, AmeriCorp / VISTA program, and Section 330 Federally Qualified Health Centers.
- Evaluated and Reengineered processes for increased effectiveness, efficiency, and regulatory compliance.

Finger Lakes Visiting Nurse Service & Ontario Yates Hospice Inc. (FLVNS), Geneva, NY **1997- 2003**
Director of Quality Improvement & Education Enhancement: [Total Budget $11 million]
I provided organizational leadership on the development and implementation of quality improvement, staff education, and corporate compliance strategic and tactical initiatives.

Key Accomplishments:
- Developed a financial model to transition from Medicare Interim Payment System to Prospective Payment System including the development of Key Business Drivers.
- Developed Information System strategy integrated into performance improvement and corporate compliance.

- Lead financial and clinical quality improvement projects resulting in a cost savings of $30,000+ per year.
- Facilitated senior leadership to develop a Balanced Score Card for key business drivers and daily operations.
- Developed a financial model to transition from Medicare Interim Payment System to Prospective Payment.
- Collaborated with University of Colorado Health Science Center as a demonstration site for OASIS data set.
- Collaborated with Performance Concepts Intl. to design staff education for differences in learning style.

Chief Compliance Officer: (promotion and added responsibility)

- Developed and maintained corporate compliance process for the detection and reconciliation of fraud and abuse concerns and a culture of business integrity.
- Developed and implemented corporate compliance process and culture change for Health Insurance Portability and Accountability Act. Business Acumen?

Strong Memorial Hospital, University of Rochester Medical Center, Rochester, NY 1995- 1997

Reengineering Project Coordinator: [Total system wide savings $17.8million across all programs]

As a leader among other leaders in the URMC-SMS Directors Office, I was charged with leading patient centered reengineering efforts as a facilitator and process leader to enable content leaders to redesign patient care delivery process that enhanced patient centered experience and decreased budgetary cost by a minimum of 10%.

Key Accomplishments:

- Coordinated Patient Focused Care Reengineering: including design, pilot, implementation, and monitoring.
- Collaborated as a member of the multi-disciplinary Quality Improvement Coordinating Center and provided project management leadership for: Departments of Psychiatry, Neurology, Emergency Medicine, Office of Research & Sponsored Projects Administration, and Friends of Strong.
- Participated as a member of a Reengineering Team charged to create, prototype, and pilot a system to identify waits & delays in care delivery with the Institute for Healthcare Improvement Breakthrough Series.

University of Rochester Medical Center: Department of Pharmacology, Rochester, NY 1987 – 1995

Professional – Technical Associate II

I assured that research assigned to me was completed in a timely and accurate manner, assured the laboratory operated in an effective and efficient manner, and provided technical assistance and education to graduate students and post doctoral fellows in the lab.

Key Accomplishments:

- Directed laboratory operations.
- Performed research the results of which were published in four peer reviewed publications
- Managed the laboratory operations in an effective and efficient manner.
- Ensured that regulatory requirements and collegial relationships with regulatory bodies were maintained.

Adjunct Faculty 2002 – 2005

Rochester Institute of Technology,

- Taught Health Systems Management and Organizational Development Courses using distance learning.

Keuka College School of Nursing,

- Taught Health Systems Management and Organizational Development Courses Co-developed an online Genetics in Nursing Course on the Jenzabar distance learning platform and provided ongoing technical assistance for pedagogy and on-line learning.

Roberts Wesleyan College

- Developed curriculum for including, epidemiology, research methods, statistics workshop.

Edward D Shanshala II, MSHSA, MSEd
P.O. Box 128 Bethlehem, NH 03574
Phone (603)-991-7756
Email Ed.Shanshala@ACHS-Inc.Org

EDUCATION:

Masters of Science in Health Systems Administration, 2000	Rochester Institute of Technology (RIT)
Masters of Science in Education, 1994	University of Rochester
Bachelors of Science in Biotechnology, 1987	Rochester Institute of Technology
Associates of Science in Chemistry, 1985	Rochester Institute of Technology

GRANTS, SCHOLARSHIPS, AWARDS. AND PROFESSIONAL LEADERSHIP:

- 2018 Co-Founded the NH Value Care ACO a Vertical CMS Shared Savings ACO comprised of three FQHC and eight CAH.
- 2017 ACHS identified by HRSA as National Quality Leader
- 2017 Co-Founded the North Country Community Care Organization comprised of three FQHC and four CAH as a clinically integrated network for value based purchasing in the commercial market.
- 2016 Co-Founded the NH Rural ACO a Vertical CMS Shared Savings ACO, comprised of three FQHC and six CAH.
- 2015 ACHS identified by HRSA as a National Quality Leader.
- 2013 Sub-recipient HRSA Oral Health Workforce Development Grant.
- 2012 Co-Founded the North Country ACO a Horizontal CMS Shared Savings ACO comprised of four FQHC.
- 2012 Appointed as a Co-Chair of the HRSA PSPC 5.0 Pharmacy Collaborative.
- 2012 Co-recipient of a CMS Shared Savings Advanced Payment ACO Pilot Project.
- 2011 Designated as a National Faculty Member to the HRSA Patient Safety Clinical Pharmacy Collaborative.
- 2010 Awarded a HRSA Award to ACHS for implementing Clinical Pharmacy Services.
- 2010 Awarded a HRSA Award to ACHS for outcome in Clinical Pharmacy Services.
- 2010 Appointed to the NH Endowment for Health Advisory Committee.
- 2010 Accepted into the NH Citizens Health Imitative Accountable Care Organization Pilot Program.
- 2009 Awarded American Recovery and Reinvestment Grants for Increased Demand in Service, Capital Improvement Program and Facility Investment Program.
- 2009 Appointed to a NH State Legislature Commission to Study preventing dental disease among NH children. (Chapter 130, Laws 2009; HB:414).
- 2008 Appointed to NH DHHS taskforce on Healthcare Workforce Development.
- 2008 Appointed to the NH State Legislature Commission to Study and Develop Legislation to Regulate the Operation of Retail Health clinics and Limited Services Clinics (Chapter 227, Laws of 2008; HB 1484).
- 2008 Obtained Designation as a level 3 Patient Centered Medical Home by the NCQA for ACHS.
- 2008 Accepted into the NH Citizens Health Imitative Patient Centered Medical Home Pilot Program.
- 2007 Appointed to the NH State Legislature Commission to Study Pharmaceutical Costs and the 340B Drug Pricing Program. (Chapter 245:1, Laws 2007; HB 148).
- 2000 Received Academic Excellence Award, Masters of Science Health Systems Administration (GPA 4.0).
- 2000 Awarded a Distance Learning 20/2000 Competitive Graduate Scholarship, RIT.
- 2000 Appointed as the Program Chair American Society for Quality Rochester Section Annual Conference.
- 1998-2000 Awarded a competitive Graduate Scholarship, RIT.
- 1998 – 2000 Appointed as a Councilor Health Care Division American Society for Quality NY State Region.
- 1999 Received an American Society for Quality Research Fellowship for learning style research.
- 1999 Obtained a Performance Concepts International Matching Research Grant for learning style research
  1999 Awarded Outstanding Volunteer Leadership in Editing, American Society for Training & Development.
- 1999 – 2000 Elected to Co-chair the Delta –SMS New York State Home Care System Users group.

Edward D Shanshala II, MSHSA, MSEd
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PRESENTATIONS:

- Shanshala II, E.D., Merrit, M., Caldara, A., Maheras, G., and Taylor, J (2018), Best Practices in Health Center Advocacy, *Bi-State PCA Primary Care Conference*
- Shanshala II, E.D., Merchant, G., Pittman D., (2018) Fireside Chat: Gain Insight into the Present Health Care Landscape, and its Implications on the 340B Drug Pricing Program, 3rd Annual 340B Covered Entity Summit *World Congress, WC Research, Inc.*
- Shanshala II, E.D., Bell, D., and Tucker, A., (2018) Multi-Stakeholder Panel Discussion: Follow the Dispute to Better Navigate and Collaborate on Non-Compliance Issues 340B Summit *World Congress, WC Research Inc.*
- Shanshala II, E.D., (2017) Improving Care Delivery and Medication Adherence: High Priority Implementation Research within Community Health Centers, *National Heart, Lung, and Blood Institute (NHLBI) and its Center for Translation Research and Implementation Science (CTRIS)*
- Shanshala II, E.D., (2017) 8,760 Hours: The Most Important Project of Your Life, *New England Rural Health Round Table.*
- Shanshala II, E.D., Boyd Tim, and Torrey Karen, (2017) Embedded FQHC pharmacist at a CAH to improve medication reconciliation for admitted patients: a pilot study, New England Rural Health Round Table.
- Shanshala II E.D., (2014) Panel Discussion on the CMS Accountable Care Organization (ACO) of the North Country ACO, Mid-point update *Healthcare Finance and Management Administration (HFMA)*
- Shanshala II E.D., (2013) Intersection of Economy and Health Care, Neil and Louise Tillotson Fund's Entrepreneurial and Business Development Cohort
- Shanshala II E.D., (2013) HRSA, PSPC5.0 Learning Session Co-Chair for a two day on-site learning session
- Shanshala II E.D., (2012) Panel Discussion on the Patient Centered Medical Home Value Proposition, *HFMA*
- Shanshala II E.D., (2012) Panel Discussion on the CMS ACO of the NC-ACO, *HFMA*
- Shanshala II E.D., (2012) Panel Discussion on the CMS Accountable Care Organization of the North Country Accountable Care Organization, *New Hampshire Home Care Association*
- Shanshala II E.D., (2012) Meaningful Use Leveraging Technology to improve Quality, *General Electric Autumn Logic GE Centricity Electronic Health Record (EHR) User Group Conference.*
- Shanshala II E.D., (2012) North Country ACO Role of Technology, *GE Autumn Logic GE Centricity EHR User Conference.*
- Shanshala II E.D., (2012) Solving Medication Management: A Team-Based Approach to Nullifying Non-adherence, *Dorland Health Webinar*
- Shanshala II E.D., (2012) Change Package on Leadership Commitment First Things First, *HRSA PSPC5.0 Webinar*
- Shanshala II E.D., (2011) Understanding Health Systems Structure in the United States, *Franklin Pierce University Physicians Assistants Program.*
- Shanshala II E.D., (2011) Leadership; Ask Me About IT, *GE Autumn Logic GE Centricity User Conference.*
- Shanshala II E.D., (2011) Using Clinical Leadership and Executive Leadership as Champion for Scale Up and Spread, *Health Resource Service Administration PSPC4*
- Shanshala II E.D., (2010) Leadership in Patient Safety and Clinical Pharmacy Collaborative, *Health Resource Service Administration PSPC2 Annual Conference*

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Phone (603)-991-7756
Email Ed.Shanshala@ACHS-Inc.Org

- Shanshala II E.D., (2010) ACO Panel Discussion at the *New Hampshire Medical Society Annual Meeting*
- Shanshala II E.E., (2008) Presented at a National HRSA / NIH meeting regarding ACHS recognized as one of twenty – six out of 1,086 FQHC for high performance in chronic disease outcomes.
- Shanshala II E.D., (2007) "340B Pharmacy: Enhancing Revenue & Increasing Access". *Bi-State Annual Primary Care Conference, Lake Morey, VT.*
- Shanshala II E.D., (1999). "IPS: Innovative Proactive Strategies". *11th Annual Quest for Quality & Productivity in Health Services Conference, Washington, D.C.*
- Shanshala II E.D., Winchester K., (1998). "Evolving Teamwork: A Didactic and Experiential Dance." *ASQ 54th Annual Quality Conference, Rochester, NY*

PUBLICATIONS:

- Winchester K, and Shanshala II ED., (Winter 1998). Corporate Team Building *Performance in Practice*
- Shanshala II ED., (Fall 1998). Chartering Teams. *Performance in Practice*
- Shanshala II ED., (1997). Building in Quality. *Quality Progress*, Vol. 30, No. 10: 67-69.
- Hinkle PM, and Shanshala II ED., and Nelson EJ (1992). Measurement of intracellular cadmium with fluorescent dyes: Further evidence for the role of calcium channels in cadmium uptake. *J.Biol. Chem.* 267: 25553-25559.
- Hinkle PM, Shanshala II ED., (1992). Prolactin and secretogrannin II, a marker for the regulated pathway, are secreted in parallel by pituitary GH4C1 cells. *Endocrinology* 130: 3503-3511.
- Hinkle PM, Shanshala II ED., (1991). Epidermal growth factor decreases the concentration of pituitary TRH receptors and TRH responses. Endocrinology 129: 1283-1288.
- Hinkle PM, Shanshala II ED., (1989). Pituitary thyrotropin-releasing hormone (TRH) receptors: Effects of TRH, drugs mimicking TRH action, and Chlordiazepoxide. *Mol.Endocrinol.* 89: 1337-1344.

VIDEO INTERVIEWS:

- Littleton, NH Public Television Channel 2; ACHS Pharmacy
  http://channel2tv.pegcentral.com/player.php?video=20bd4217c040c0a499ce46e4ae207ff3
- Bi-State PCA Legislative Breakfast Advocacy Video Bi-State PCA_CHC Morning News 2012
  http://www.youtube.com/watch?feature=player_detailpage&v=aHll-sl-ueo
- ACHS HRSA "Clinical Pharmacy Collaborative" in the North Country (2 min. video) Ammonoosuc Community Health Services, Littleton, NH
  https://www.youtube.com/watch?feature=player_embedded&v=0KjZ403iD2w

FEDERAL CONSULTING AND GRANT REVIEWING:

- Consult on federal grant applications for Health Resources Services Administration's Div. of Independent Review
- HRSA Pharmacy Collaborative PSPC National Expert Faculty Member and PSPC 5.0 Co-Chair

Edward D Shanshala II, MSHSA, MSEd
P.O. Box 128 Bethlehem, NH 03574
Phone (603)-991-7756
Email Ed.Shanshala@ACHS-Inc.Org

VOLUNTEERING, SERVICE LEADERSHIP, AND BOARD DIRECTORSHIPS CURRENT AND PAST

North Country Health Consortium Board of Directors

North Country Accountable Care Organization Co-Founding Board Director

New Hampshire Rural Accountable Care Organization Co-Founder and Board Director

North Country Community Care Organization, LLC Co-Founding Board Director

New Hampshire Value Cares, Co-Founding Board Director

Alliance for Integrated Medication Management member

Hospeace House, Board of Directors

Littleton Area Hospice Board of Directors

Interlakes Foundation Wellness Program, Board of Directors

Boy Scouts of America, Leader and Assistant Pack Master

Copper Cannon Camp Board of Directors

Bi-State Primary Care Association Board of Directors

American Journal of Managed Care Accountable Care Organization Coalition Faculty Member

New Hampshire Public Health Association, Member

Corporate Member Cottage Hospital

New England Rural Health Round Table member

Littleton Regional Hospital Trustee

North Country Health Consortium, Inc. Health Emergency Planning Team

Littleton Chamber of Commerce Board

Weathervane Theater Board of Directors

The Profile School Road Cycling Team financial underwriter

Assistant Coach North Country Newts Swim Team

Teresa C. Brooks

Experience:

Ammonoosuc Community Health Services, Inc. – *Chief Operating Officer* — 2014 - present

- Chief Operating Officer — 2014 - present
- Patient Services and Employee Education Director — 2008 – 2014
- Assistant Operations Director — 2006 – 2008
- Office Manager — 1996 – 2006
- Receptionist/Medical Assistant — 1995 – 1996

John H Spicer, MD – *Office Manager & Medical Assistant* — 1993 – 1995

Concord Orthopaedic Professional Association. – *Medical Assistant* — 1990 – 1993

Thomas J. Barrett, MD. – *Office Manager* — 1982 – 1985

Education, Accomplishments, Awards, and Certifications:

- Medical Records Law Certificate, 2007
- Workplace Violence Certificate, 2004
- Domestic Violence Certificate, 2004
- Leadership North Country, first graduating class, 2003
- The changing role of leadership & Supervision certificate, 2002
- Dealing with Difficult people certificate, 2002
- Criticism and Discipline Skills for Managers Certificate, 1997
- Freestanding Ambulatory Care Accreditation: Standards and Survey Process, 1997
- Chronic Care Management in Primary Care Certificate, 1996
- River View Community College, 1982 – Associate Applied Science – Medical Assistant

Volunteering and Leadership:

- Member, Advisory Board for the Allied Health Program, Littleton High School.
- Member, Advisory Board for the New Hampshire Community College in Berlin, medical Assistant program.
- Facilitator, NH Dartmouth Family Practice Residencies WinterLogic, 1999

AMMONOOSUC COMMUNITY HEALTH SERVICES, INC.

Key Personnel
4/1/2020-6/30/2020

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Edward Shanshala	CEO	234,998	0	0
Teresa Brooks	COO	90,959	1.87	1,704

AMMONOOSUC COMMUNITY HEALTH SERVICES, INC.

Key Personnel
7/1/2020-6/30/2021

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Edward Shanshala	CEO	234,998	0	0
Teresa Brooks	COO	90,959	12.11	11,016

AMMONOOSUC COMMUNITY HEALTH SERVICES, INC.

Key Personnel
7/1/2021-6/30/2022

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Edward Shanshala	CEO	234,998	0	0
Teresa Brooks	COO	90,959	9.1	8,262

MLC
276

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

JUN12'18 AM11:58 DAS

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

May 31, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into **retroactive** agreements with the fifteen (15) vendors, as listed in the tables below, for the provision of primary health care services that include preventive and episodic health care for acute and chronic health conditions for people of all ages, statewide; including pregnant women, children, adolescents, adults, the elderly and homeless individuals, effective **retroactive** to April 1, 2018 upon Governor and Executive Council approval through March 31, 2020. 26% Federal Funds and 74% General Funds.

Primary Care Services			
Vendor	**Vendor Number**	**Location**	**Amount**
Ammonoosuc Community Health Services, Inc.	177755-R001	25 Mount Eustis Road, Littleton, NH 03561	$373,662
Coos County Family Health Services, Inc.	155327-B001	133 Pleasant Street, Berlin, NH 03570	$213,277
Greater Seacoast Community Health	154703-B001	311 Route 108, Somersworth, NH 03878	$1,017,629
HealthFirst Family Care Center	158221-B001	841 Central Street, Franklin, NH 03235	$477,877
Indian Stream Health Center	165274-B001	141 Corliss Lane, Colebrook, NH 03576	$157,917

Lamprey Health Care, Inc.	177677-R001	207 South Main Street, Newmarket, NH 03857	$1,049,538
Manchester Community Health Center	157274-B001	145 Hollis Street, Manchester NH 03101	$1,190,293
Mid-State Health Center	158055-B001	101 Boulder Point Drive, Suite 1, Plymouth, NH 03264	$306,570
Weeks Medical Center	177171-R001	170 Middle Street, Lancaster, NH 03584/PO Box 240, Whitefield, NH 03598	$180,885
Sub-Total			***$4,967,648***

Primary Care Services for Specific Counties

Vendor	Vendor Number	Location	Amount
Manchester Community Health Center	157274-B001	145 Hollis Street, Manchester NH 03101	$80,000
Concord Hospital	177653-B011	250 Pleasant St, Concord, NH 03301	$484,176
White Mountain Community Health Center	174170-R001	298 White Mountain Highway, PO Box 2800, Conway, NH 03818	$352,976
Sub-Total			***$917,152***

Primary Care Services for the Homeless

Vendor	Vendor Number	Location	Amount
Greater Seacoast Community Health	154703-B001	311 Route 108, Somersworth, NH 03878	$146,488
Harbor Homes, Inc.	155358-B001	77 Northeastern Blvd, Nashua, NH 03062	$150,848
Sub-Total			***$297,336***

Primary Care Services for the Homeless – Sole Source for Manchester Department of Public Health			
Vendor	**Vendor Number**	**Location**	**Amount**
Manchester Health Department	177433-B009	1528 Elm Street, Manchester, NH 03101	$155,650
Sub-Total			***$155,650***
Primary Care Services Total Amount			**$6,337,786**

Funds are available in the following account for State Fiscal Years 2018 and 2019, and anticipated to be available in State Fiscal Year 2020, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

05-95-90-902010-51900000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, MATERNAL - CHILD HEALTH

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Svcs	90080100	$792,224
2019	102-500731	Contracts for Program Svcs	90080100	$3,168,891
2020	102-500731	Contracts for Program Svcs	90080100	$2,376,671
Total				**$6,337,786**

EXPLANATION

This request is **retroactive** as the Request for Proposals timeline extended beyond the expiration date of the previous primary care services contracts. The Request for Proposals was reissued to ensure that services would be provided in specific counties and in the City of Manchester, where the need is the greatest. Continuing this service without interruption allows for the availability of primary health care services for New Hampshire's most vulnerable populations who are at disproportionate risk of poor health outcomes and limited access to preventative care.

The agreement with the Manchester Health Department is **sole source**, as it is the only vendor capable and amenable to provide primary health care services to the homeless population of the City of Manchester. This community has been disproportionately impacted by the opioid crisis; increasing health risks to individuals who experience homelessness.

The purpose of these agreements is to provide primary health care services that include preventive and ongoing heath care for acute and chronic health conditions for people of all ages, including pregnant women, children, adolescents, adults, the elderly and the homeless. Primary and preventative health care services are provided to underserved, low-income and homeless individuals who experience barriers to accessing health care due to issues such as lack of insurance, inability to pay, limited language proficiency and geographic isolation. Primary care providers provide an array of enabling patient-centered services such as care coordination, translation services, transportation, outreach, eligibility assistance, and health education. These services assist individuals in overcoming barriers to achieve their optimal health.

Primary Care Services vendors were selected for this project through competitive bid processes. The Request for Proposals for Primary Care Services was posted on the Department of Health and Human Services' website from December 12, 2017 through January 23, 2018. A separate Request for Proposals to address a deficiency in Primary Care Services for specific counties was posted on the Department's website from February 12, 2018 through March 2, 2018. Additionally, the Request for Proposals for Primary Care Services for the Homeless was posted on the Department's website from January 26, 2018 through March 13, 2018.

The Department received fourteen (14) proposals. The proposals were reviewed and scored by a team of individuals with program specific knowledge. The Score Summaries are attached. A separate sole source agreement is requested to address the specific need of the homeless population of the City of Manchester.

As referenced in the Request for Proposals and in Exhibit C-1, Revisions to General Provisions, these Agreements reserve the option to extend contract services for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The Department will directly oversee and manage the contracts to ensure that quality improvement, enabling and annual project objectives are defined in order to measure the effectiveness of the program.

Should the Governor and Executive Council not authorize this request, the Department may be unable to ensure preventive and regular health care for acute and chronic health conditions for low income and homeless individuals of all ages, including pregnant women, children, adolescents, adults, and the elderly throughout the state.

Area served: Statewide.

Source of Funds: 26% Federal Funds from the US Department of Health and Human Services, Human Resources & Services Administration (HRSA), Maternal and Child Health Services (MCHS) Catalog of Federal Domestic Assistance (CFDA) #93.994, Federal Award Identification Number (FAIN), B04MC30627 and 74% General Funds.

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

Respectfully submitted,

Lisa Morris, MSSW
Director

Approved by:
Jeffrey A. Meyers
Commissioner

Subject: Primary Care Services (RFP-2018-DPHS-15-PRIMA)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Ammonoosuc Community Health Services, Inc.		1.4 Contractor Address 25 Mount Eustis Road, Littleton, NH 03561	
1.5 Contractor Phone Number 603-991-7756	1.6 Account Number 05-95-90-902010-51900000-102-500731	1.7 Completion Date March 31, 2020	1.8 Price Limitation $373,662
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Edward D. Shanshala, II - CEO	

1.13 Acknowledgement: State of NH, County of Grafton

On March 28, 2018, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

CAROL A. HEMENWAY, Notary Public
My Commission Expires October 21, 2020

1.14 State Agency Signature Date: 4/26/18	1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 5/21/18

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials CDSJT
Date 03-26-18

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials EDS-IT
Date 03-26-18

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered. The Department shall be the payor of last resort.

1.4. Preventative and Primary Health Care, as well as related Care Management and Enabling Services shall be provided to individuals of all ages, statewide, who are:

1.4.1. Uninsured.

1.4.2. Underinsured.

1.4.3. Low-income (defined as <185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines.

1.5. The Contractor shall remain in compliance with all applicable state and federal laws for the duration of the contract period, including but not limited to:

1.5.1. NH RSA 141-C and Administrative Rule He-P 301, adopted 6/3/08, which requires the reporting of all communicable diseases.

1.5.2. NH RSA 169:C, Child Protection Act; NH RSA 161-F46, Protective Services to Adults, NH RSA 631:6, Assault and Related Offences, and RSA 130:A, Lead Paint Poisoning and Control.

1.5.3. NH RSA 141-C and the Immunization Rules promulgated, hereunder.

2. Eligibility Determination Services

2.1. The Contractor shall notify the Department, in writing, if access to Primary Care Services for new patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

2.2. The Contractor shall assist individuals with completing a Medicaid/Expanded Medicaid and other health insurance application when income calculations indicate possible Medicaid eligibility.

2.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered.

2.4. The Contractor shall post a notice in a public and conspicuous location noting that no individual will be denied services for an inability to pay.

2.5. The Contractor shall develop and implement a sliding fee scale for services in accordance with the Federal Poverty Guidelines. The Contractor shall make the sliding fee scale available to the Department upon request.

3. Primary Care Services

3.1. The Contractor shall ensure primary care services are provided by a New Hampshire licensed Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Advanced Practice Registered Nurse (APRN) or Physician Assistant (PA) to eligible individuals in the service area.

3.2. The Contractor shall ensure primary care services include, but are not limited to:

3.2.1. Reproductive health services.

3.2.2. Perinatal health services including but not limited to access to obstetrical services either on-site or by referral.

3.2.3. Preventive services, screenings and health education in accordance with established, documented state or national guidelines.

3.2.4. Integrated behavioral health services.

3.2.5. Pathology, radiology, surgical and CLIA certified laboratory services either on-site or by referral.

3.2.6. Assessment of need and follow-up/referral as indicated for:

3.2.6.1. Tobacco cessation, including referral to QuitWorks-NH, www.QuitWorksNH.org.

3.2.6.2. Social services.

3.2.6.3. Chronic Disease management, including disease specific referral and self-management education such as referral to Diabetes Self-Management Education (DSME) as recommended by American Diabetes Association (ADA).

3.2.6.4. Nutrition services, including Women, Infants and Children (WIC) Food and Nutrition Service, as appropriate;

3.2.6.5. Screening, Brief Intervention and Referral to Treatment (SBIRT) services, including but not limited to contact with the Regional Public Health Network Continuum of Care Development Initiative.

3.2.6.6. Referrals to health, home care; oral health and behavioral health specialty providers who offer sliding scale fees, when available.

3.3. The Contractor shall provide care management for individuals enrolled for

primary care services, which includes, but is not limited to:

3.3.1. Integrated and coordinated services that ensure patients receive necessary care, including behavioral health and oral care when and where it is needed and wanted, in a culturally and linguistically appropriate manner.

3.3.2. Access to a healthcare provider by telephone twenty-four (24) hours per day, seven (7) days per week, directly, by referral or subcontract.

3.3.3. Care facilitated by registries; information technology; health information exchanged.

3.4. The Contractor shall provide and facilitate enabling services, which are non-clinical services that support the delivery of basic primary care services, and facilitate access to comprehensive patient care as well as social services that include, but are not limited to:

3.4.1. Benefit counseling.

3.4.2. Health insurance eligibility and enrollment assistance.

3.4.3. Health education and supportive counseling.

3.4.4. Interpretation/translation for individuals with Limited English Proficiency or other communication needs.

3.4.5. Outreach, which may include the use of community health workers.

3.4.6. Transportation.

3.4.7. Education of patients and the community regarding the availability and appropriate use of health services.

4. Quality Improvement

4.1. The Contractor shall develop, define, facilitate and implement a minimum of two (2) Quality Improvement (QI) projects, which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of targeted patient groups.

4.1.1. One (1) quality improvement project must focus on the performance measure as designated by MCHS. (Defined as Adolescent Well Visits for SFY 2018 – 2019)

4.1.2. The other(s) will be chosen by the vendor based on previous performance outcomes needing improvement.

4.2. The Contractor shall utilize Quality Improvement Science to develop and implement a QI Workplan for each QI project. The QI Workplan will include:

4.2.1. Specific goals and objectives for the project period; and

4.2.2. Evaluation methods used to demonstrate improvement in the quality, efficiency, and effectiveness of patient care.

4.3. The Contractor shall include baseline measurements for each area of

improvement identified in the QI projects, to establish health care services and health status of targeted patient groups to be improved upon.

4.4. The Contractor may utilize activities in QI projects that enhance clinical workflow and improve patient outcomes, which may include, but are not limited to:

4.4.1.1. EMR prompts/alerts.

4.4.1.2. Protocols/Guidelines.

4.4.1.3. Diagnostic support.

4.4.1.4. Patient registries.

4.4.1.5. Collaborative learning sessions.

5. Staffing

5.1. The Contractor shall ensure all health and allied health professions have the appropriate, current New Hampshire licenses whether directly employed, contracted or subcontracted.

5.2. The Contractor shall employ a medical services director with special training and experience in primary care who shall participate in quality improvement activities and be available to other staff for consultation, as needed.

5.3. The Contractor shall notify the Maternal and Child Health Section (MCHS), in writing, of any newly hired administrator, clinical coordinator or any staff person essential to providing contracted services and include a copy of the individual's resume, within thirty (30) days of hire.

5.4. The Contractor shall notify the MCHS, in writing, when:

5.4.1. Any critical position is vacant for more than thirty (30) days;

5.4.2. There is not adequate staffing to perform all required services for any period lasting more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

6. Coordination of Services

6.1. The Contractor shall participate in activities within their Public Health Region, as appropriate, to enhance the integration of community-based public health prevention and healthcare initiatives being implemented, including but not limited to:

6.1.1. Community needs assessments;

6.1.2. Public health performance assessments; and

6.1.3. Regional health improvement plans under development.

6.2. The Contractor shall participate in and coordinate public health activities, as requested by the Department, during any disease outbreak and/or emergency that affects the public's health.

7. Required Meetings & Trainings

7.1. The Contractor shall attend meetings and trainings facilitated by the MCHS programs that include, but are not limited to:

7.1.1. MCHS Agency Directors' meetings;

7.1.2. MCHS Primary Care Coordinators' meetings, which are held two (2) times per year, which may require attendance by agency quality improvement staff; and

7.1.3. MCHS Agency Medical Services Directors' meetings.

8. Workplans, Outcome Reports & Additional Reporting Requirements

8.1. The Contractor shall collect and report data as detailed in Exhibit A-1 "Reporting Metrics" according to the Exhibit A-2 "Report Timing Requirements".

8.2. The Contractor shall submit reports as defined within Exhibit A-2 "Report Timing Requirements".

8.3. The Contractor shall submit an updated budget narrative, within thirty (30) days of the contract execution date and annually, as defined in Exhibit A-2 "Report Timing Requirements". The budget narrative shall include, at a minimum;

8.3.1. Staff roles and responsibilities, defining the impact each role has on contract services;

8.3.2. Staff list, defining;

8.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

8.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

8.4. In addition to the report defined within Exhibit A-2 "Report Timing Requirements", the Contractor shall submit a Sources of Revenue report at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

9. On-Site Reviews

9.1. The Contractor shall permit a team or person authorized by the Department to periodically review the Contractor's:

9.1.1. Systems of governance.

9.1.2. Administration.

9.1.3. Data collection and submission.

9.1.4. Clinical and financial management.

9.1.5. Delivery of education services.

9.2. The Contractor shall cooperate with the Department to ensure information needed for the reviews is accessible and provided. The Contractor shall ensure information includes, but is not limited to:

9.2.1. Client records.

9.2.2. Documentation of approved enabling services and quality improvement projects, including process and outcome evaluations.

9.3. The Contractor shall take corrective actions, as advised by the review team, if services provided are not in compliance with the contract requirements.

10. Performance Measures

10.1. The Contractor shall ensure that the following performance indicators are annually achieved and monitored quarterly to measure the effectiveness of the agreement:

10.1.1. Annual improvement objectives shall be defined by the vendor and submitted to the Department. Objectives shall be measurable, specific and align to the provision of primary care services defined within Exhibit A-1 "Reporting Metrics"

Exhibit A-1 – Reporting Metrics

1. **Definitions**

1.1. **Measurement Year** – Measurement Year consists of 365 days and is defined as either:

1.1.1. The calendar year, (January 1st through December 31st); or

1.1.2. The state fiscal year (July 1st through June 30th).

1.2. **Medical Visit** – Medical visit is defined as any office visit including all well-care and acute-care visits.

1.3. **HEDIS** – Healthcare Effectiveness Data and Information Set

1.4. **NQF** – National Quality Forum

1.5. **Title V** – Federal Maternal and Child Health Services Block Grant

1.6. **UDS** – Uniform Data System

1.7. **NH MCHS** – New Hampshire Maternal and Child Health Section

2. **MCHS PRIMARY CARE PERFORMANCE MEASURES**

2.1. **Breastfeeding**

2.1.1. Percent of infants who are ever breastfed (Title V PM #4).

2.1.1.1. Numerator: All patient infants who were ever breastfed or received breast milk.

2.1.1.2. Numerator Note: The American Academy of Pediatrics recommends all infants exclusively breastfeed for about six (6) months as human milk supports optimal growth and development by providing all required nutrients during that time.

2.1.1.3. Denominator: All patient infants born in the measurement year.

2.2. **Preventive Health: Lead Screening**

2.2.1. Percent of children three (3) years of age who had two (2) or more capillary or venous lead blood test for lead poisoning by their third birthday. (NH MCHS).

2.2.1.1. Numerator: All patient children who received at least one capillary or venous lead screening test between nine (9) months to eighteen (18) months of age **AND** one (1) capillary or venous lead screening test between nineteen (19) to thirty (30) months of age.

2.2.1.2. Denominator: All patient children who turned three (3) years old during the measurement year that had at least one (1) medical visit during the measurement year.

2.3. **Preventive Health: Adolescent Well-Care Visit**

2.3.1. Percent of adolescents, twelve (12) through twenty-one (21) years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year (HEDIS).

2.3.1.1. Numerator: Number of adolescents, ages 12 through 21 years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year.

2.3.1.2. Denominator: Number of patient adolescents, ages 12 through 21 years of age by the end of the measurement year.

2.4. **Preventive Health: Depression Screening**

2.4.1. Percentage of patients ages twelve (12) and older screened for clinical depression using an age appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NQF 0418, UDS).

2.4.1.1. Numerator: Patients twelve (12) years and older who are screened for clinical depression using an age-appropriate standardized depression screening tool **AND** if positive, a follow-up plan documented.

2.4.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented follow-up plan.

2.4.1.3. Denominator: All patients twelve (12) years and older by the end of the measurement year who had at least one (1) medical visit during the measurement year.

2.4.1.4. Denominator Exception: Depression screening not performed due to medical contraindicated or patient refusal.

2.4.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as suicide risk assessment and/or referral to practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.4.2. Maternal Depression Screening

2.4.2.1. Percentage of women who are screened for clinical depression during any visit up to twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NH MCHS).

2.4.2.1.1. Numerator: Women who are screened for clinical depression during the first twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if screened positive have documented follow-up plan.

2.4.2.1.2. Numerator Note: Numerator includes women who screened negative PLUS women who screened positive AND have documented follow-up plan.

2.4.2.1.3. Denominator: All women who had any office visit up to twelve (12) weeks following delivery during the measurement year.

2.4.2.1.4. Denominator Exception: Documentation of depression screening not performed due to medical contraindicated or patient refusal.

2.4.2.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as Suicide Risk Assessment and/or referral to a practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.5. **Preventive Health: Obesity Screening**

2.5.1. Percentage of patients aged 18 years and older with a calculated BMI in the past six months or during the current visit documented in the medical record AND if the most recent BMI is outside of normal parameters, a follow-up plan is documented (NQF 0421, UDS).

2.5.1.1. Normal parameters: Age 65 and older BMI $\geq$ 23 and < 30

2.5.1.2. Age 18 through 64 BMI $\geq$ 18.5 and < 25

2.5.1.3. Numerator: Patients with BMI calculated within the past six months or during the current visit and a follow-up plan documented if the BMI is outside of parameters (Normal BMI + abnormal BMI with documented plan).

2.5.1.4. Definition of Follow-Up Plan: Proposed outline of follow-up plan to be conducted as a result of BMI outside of normal parameters. The follow-up plan can include documentation of a future appointment, education, referral (such as registered dietician, nutritionist, occupational therapist, primary care physician, exercise physiologist, mental health provider, surgeon, etc.), prescription of/administration of dietary supplements, exercise counseling, nutrition counseling, etc.

2.5.1.5. Denominator: All patients aged 18 years and older who had at least one (1) medical visit during the measurement year.

2.5.2. Percent of patients aged 3 through 17 who had evidence of BMI percentile documentation AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year (UDS).

2.5.2.1. Numerator: Number of patients in the denominator who had their BMI percentile (not just BMI or height and weight) documented during the measurement year AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year.

2.5.2.2. Denominator: Number of patients who were one year after their second birthday (i.e., were 3 years of age) through adolescents who were aged up to one year past their 16th birthday (i.e., up until they were 17) at some point during the measurement year, who had at least one medical visit during the reporting year, and were seen by the health center for the first time prior to their 17th birthday.

2.6. **Preventive Health: Tobacco Screening**

2.6.1. Percent of patients aged 18 years and older who were screened for tobacco use at least once during the measurement year or prior year AND who received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user (UDS).

2.6.1.1. Numerator: number of patients in the denominator for whom documentation demonstrates that patients were queried about their tobacco use one or more times during their most recent visit OR within twenty-four (24) months of the most

recent visit and received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user.

2.6.1.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.6.1.4. Definitions:

2.6.1.4.1. Tobacco Use: Includes any type of tobacco.

2.6.1.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy.

2.6.2. Percent of women who are screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user (NH MCHS).

2.6.2.1. Numerator: Pregnant women who were screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user.

2.6.2.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.2.3. Denominator: All women who delivered a live birth in the measurement year.

2.6.2.4. Definitions:

2.6.2.4.1. Tobacco Use: Includes any type of tobacco

2.6.2.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy

2.7. At Risk Population: Hypertension

2.7.1. Percentage of patients aged 18 through 85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90mmHG) during the measurement year (NQF 0018).

2.7.1.1. Numerator: Number of patients from the denominator with blood pressure measurement less than 140/90 mm HG at the time of their last measurement.

2.7.1.2. Denominator: Number of patients age 18 through 85 with diagnosed hypertension (must have been diagnosed with hypertension 6 or more months before the measurement date) who had at least one (1) medical visit during the measurement year. (Excludes pregnant women and patients with End Stage Renal Disease.)

2.8. **Patient Safety: Falls Screening**

2.8.1. Percent of patients aged 65 years and older who were screened for fall risk at least once within 12 months (NH MCHS).

2.8.1.1. Numerator: Patients who were screened for fall risk at least once within the measurement year.

2.8.1.2. Denominator: All patients aged 65 years and older seen by a health care provider within the measurement year.

2.9. **SBIRT**

2.9.1. SBIRT – Percent of patients aged 18 years and older who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.1.1. Numerator: Number of patients in the denominator who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, who received a brief intervention and/or referral to services.

2.9.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.1.3. Denominator: Number of patients aged 18 years and older seen for annual/preventive visit within the measurement year.

2.9.1.4. Definitions:

2.9.1.4.1. Substance Use: Includes any type of alcohol or drug.

2.9.1.4.2. Brief Intervention: Includes guidance or counseling.

2.9.1.4.3. Referral to Services: includes any recommendation of direct referral for substance abuse services.

2.9.2. Percent of pregnant women who were screened, using a formal valid screening tool, for substance use, during every trimester they are

enrolled in the prenatal program AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.2.1. Numerator: Number of women in the denominator who were screened for substance use, using a formal and valid screening tool, during each trimester that they were enrolled in the prenatal program AND if positive, received a brief intervention or referral to services

2.9.2.2. Numerator Note: numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.2.3. Denominator: Number of women enrolled in the agency prenatal program and who had a live birth during the measurement year.

Exhibit A-2 – Report Timing Requirements

1.1. Primary Care Services Reporting Requirements

1.1.1. The reports are required due on the date(s) listed, or, in years where the date listed falls on a non-business day, reports are due on the Friday immediately prior to the date listed.

1.1.2. The Vendor is required to complete and submit each report, following instructions sent by the Department

1.1.3. An updated budget narrative must be provided to the Department, within thirty (30) days of contract approval. The budget narrative must include, at a minimum;

1.1.3.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.1.3.2. Staff list, defining;

1.1.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.1.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

1.2. Annual Reports

1.2.1. The following reports are required annually, on or prior to;

1.2.1.1. March 31st;

1.2.1.1.1. Uniform Data Set (UDS) Data tables reflecting program performance for the previous calendar year;

1.2.1.1.2. Budget narrative, which includes, at a minimum;

1.2.1.1.2.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.2.1.1.2.2. Staff list, defining;

1.2.1.1.2.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.2.1.1.2.2.2. The individual cost, in U.S. Dollars, of each

identified individual allocated to contract services.

1.2.1.2. July 31st;

1.2.1.2.1. Summary of patient satisfaction survey results obtained during the prior contract year;

1.2.1.2.2. Quality Improvement (QI) Workplans, Performance Outcome Section

1.2.1.2.3. Enabling Services Workplans, Performance Outcome Section

1.2.1.3. September 1st;

1.2.1.3.1. QI workplan revisions, as needed;

1.2.1.3.2. Enabling Service Workplan revisions, as needed;

1.2.1.3.3. Correction Action Plan (Performance Measure Outcome Report), as needed;

1.3. **Semi-Annual Reports**

1.3.1. Primary Care Services Measure Data Trend Table (DTT), due on;

1.3.1.1. July 31, 2018 (measurement period July 1– June 30) and;

1.3.1.2. January 31 (measurement period January 1 – December 31).

1.4. **The following report is required 30 days following the end of each quarter, beginning in State Fiscal Year 2018;**

1.4.1. Perinatal Client Data Form (PCDF);

1.4.1.1. Due on April 30, July 31, October 31 and January 31

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This contract is funded with general and federal funds. Department access to supporting funding for this project is dependent upon meeting the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) (https://www.cfda.gov) #93.994, Maternal and Child Health Services Block Grant to the States

3. The Contractor shall not use or apply contract funds for capital additions, improvements, entertainment costs or any other costs not approved by the Department.

4. Payment for services shall be as follows:

   4.1. Payments shall be on a cost reimbursement basis for approved actual costs in accordance with Exhibits B-1 through Exhibit B-3.

   4.2. The Contractor shall submit invoices in a form satisfactory to the State no later than the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor agrees to keep detailed records of their activities related to Department-funded programs and services.

      4.2.1. Expenditure detail may be requested by the Department on an intermittent basis, which the Contractor must provide.

      4.2.2. Onsite reviews may be required.

   4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

   4.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or invoices may be mailed to:

      Financial Administrator

      Department of Health and Human Services

      Division of Public Health

      29 Hazen Dr.

      Concord, NH 03301

4.5. The final invoice shall be due to the State no later than forty (40) days after the date specified in Form P-37, Block 1.7 Completion Date.

4.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

5. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjusting encumbrances between State Fiscal Years within the price limitation may be made without obtaining approval of the Governor and Executive Council, upon written agreement of both parties.

Exhibit B-1

New Hampshire Department of Health and Human Services

Bidder/Program Name: AMMONOOSUC COMMUNITY HEALTH SERVICES, INC.

Budget Request for: Primary Care Services

Budget Period: April 1, 2018 - June 30, 2018

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 77,017.99	$ -	$ 77,017.99	$ 35,563.40	$ -	$ 35,563.40	$ 41,454.59	$ -	$ 41,454.59
2. Employee Benefits	$ 9,892.67	$ -	$ 9,892.67	$ 4,639.26	$ -	$ 4,639.26	$ 5,253.41	$ -	$ 5,253.41
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SBIRT Development	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SBIRT Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 86,910.66	$ -	$ 86,910.66	$ 40,202.66	$ -	$ 40,202.66	$ 46,708.00	$ -	$ 46,708.00
Indirect As A Percent of Direct		0.0%							

Exhibit B-2

New Hampshire Department of Health and Human Services

Bidder/Program Name: AMMONOOSUC COMMUNITY HEALTH SERVICES, INC.

Budget Request for: Primary Care Services

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 308,071.92	$ -	$ 308,071.92	$ 142,253.56	$ -	$ 142,253.56	$ 165,818.36	$ -	$ 165,818.36
2. Employee Benefits	$ 39,570.67	$ -	$ 39,570.67	$ 18,558.03	$ -	$ 18,558.03	$ 21,012.64	$ -	$ 21,012.64
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SBIRT Development	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SBIRT Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 347,642.59	$ -	$ 347,642.59	$ 160,811.59	$ -	$ 160,811.59	$ 186,831.00	$ -	$ 186,831.00
Indirect As A Percent of Direct		0.0%							

Exhibit B-3

New Hampshire Department of Health and Human Services

Bidder/Program Name: AMMONOOSUC COMMUNITY HEALTH SERVICES, INC.

Budget Request for: Primary Care Services

Budget Period: July 1, 2019 - March 31, 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 231,053.94	$ -	$ 231,053.94	$ 106,690.17	$ -	$ 106,690.17	$ 124,363.77	$ -	$ 124,363.77
2. Employee Benefits	$ 29,678.00	$ -	$ 29,678.00	$ 13,918.77	$ -	$ 13,918.77	$ 15,759.23	$ -	$ 15,759.23
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SBIRT Development	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SBIRT Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 260,731.94	$ -	$ 260,731.94	$ 120,608.94	$ -	$ 120,608.94	$ 140,123.00	$ -	$ 140,123.00
Indirect As A Percent of Direct		0.0%							

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

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

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

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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

Contractor Initials GDSH
Date 03-26-18

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Division reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name:

03-26-2018
Date

Name:
Title: CEO

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

03-26-2018
Date

Name:
Title: CEO

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

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

03.26.2018
Date

Name:
Title: CEO

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.

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:

03-26-2018
Date

Name:
Title: CFO

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:

03-26-2018
Date

Name:
Title: CEO

HEALTH INSURANCE PORTABLITY 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, TitleXIII, 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.

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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 (l). 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

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

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.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	Ammonoosuc Community Health Services, Inc
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Edward D Shanshala II
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, DPHS	CEO
Title of Authorized Representative	Title of Authorized Representative
4/26/18	03.26.2018
Date	Date

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

03.26.2018
Date

Name:
Title: CEO

FORM A

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

1. The DUNS number for your entity is: 033479023

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

   ✓ NO _____ YES

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

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

3. N/A 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. N/A 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: _____

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or

consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not

use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the

scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from 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. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

b. safeguard this information at all times.

c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS contact program and policy:
(Insert Office or Program Name)
(Insert Title)
DHHS-Contracts@dhhs.nh.gov

B. DHHS contact for Data Management or Data Exchange issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

C. DHHS contacts for Privacy issues:
DHHSPrivacyOfficer@dhhs.nh.gov

D. DHHS contact for Information Security issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

E. DHHS contact for Breach notifications:
DHHSInformationSecurityOffice@dhhs.nh.gov
DHHSPrivacy.Officer@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Primary Care Services

This 1st Amendment to the Primary Care Services (contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Amoskeag Health, formerly known as Manchester Community Health Center, (hereinafter referred to as "the Contractor"), a non-profit with a place of business at 145 Hollis Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018, (Item #27G), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18 and Exhibit C-1 Paragraph 3the Contract may be amended and renewed upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2021.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $1,885,871.

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

   Nathan D. White, Director.

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

   603-271-9631.

5. Modify Exhibit A, Scope of Services by deleting it in its entirety and replacing with Exhibit A Amendment #1, Scope of Services, incorporated by reference and attached herein.

6. Modify Exhibit A-1, Reporting Metrics by deleting it in its entirety and replacing with Exhibit A-1, Reporting Metrics Amendment #1, incorporated by reference and attached herein.

7. Modify Exhibit A-2, Report Timing Requirements by deleting it in its entirety.

8. Modify Exhibit B, Methods and Conditions Precedent to Payment, Subsection 4.1 to read:

   4.1 Payments shall be on a cost reimbursement basis for approved actual costs in accordance with Exhibit B-1 through Exhibit B-5, Amendment #1 Budget, incorporated by reference and attached herein.

9. Add Exhibit B-4 Amendment #1, Budget, incorporated by reference and attached herein.
10. Add Exhibit B-5 Amendment #1, Budget, incorporated by reference and attached herein.

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

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

State of New Hampshire
Department of Health and Human Services

4/7/2020
Date

Name: Lisa Morris
Title: Director

Amoskeag Health

04/03/20
Date

Name: Kris McCracken, President/CEO
Title:

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

OFFICE OF THE ATTORNEY GENERAL

4/15/2020
Date

Name:
Title:

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. et seq.

1.4. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered. The Department shall be the payor of last resort.

1.5. The Contractor shall provide Preventative and Primary Health Care, as well as related Care Management and Enabling Services to individuals of all ages, statewide, who are:

1.5.1. Uninsured.

1.5.2. Underinsured.

1.5.3. Low-income (defined as <185% of the U.S. Department of Health and Human Services (US DHHS), Poverty Guidelines.

1.6. The Contractor shall comply with all applicable state and federal laws for the duration of the contract period, including but not limited to:

1.6.1. NH RSA 141-C and Administrative Rule He-P 301, adopted 6/3/08, which requires the reporting of all communicable diseases.

1.6.2. NH RSA 169:C, Child Protection Act; NH RSA 161-F46, Protective Services to Adults, NH RSA 631:6, Assault and Related Offences, and RSA 130:A, Lead Paint Poisoning and Control.

1.6.3. NH RSA 141-C and the Immunization Rules promulgated, hereunder.

2. Eligibility Determination Services

2.1. The Contractor shall notify the Department, in writing, if access to Primary Care Services for new patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

2.2. The Contractor shall assist individuals with completing a Medicaid/Expanded

Medicaid and other health insurance application when income calculations indicate possible Medicaid eligibility.

2.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered.

2.4. The Contractor shall post a notice in a public and conspicuous location noting that no individual will be denied services for an inability to pay.

2.5. The Contractor shall develop and implement a sliding fee scale for services in accordance with the Federal Poverty Guidelines.

2.6. The Contractor shall make the sliding fee scale available to the Department upon request.

3. Primary Care Services

3.1. The Contractor shall ensure primary care services are provided by a New Hampshire licensed Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Advanced Practice Registered Nurse (APRN) or Physician Assistant (PA) to eligible individuals in the service area.

3.2. The Contractor shall ensure primary care services include, but are not limited to:

3.2.1. Reproductive health services.

3.2.2. Perinatal health services including, but not limited to, access to obstetrical services either on-site or by referral.

3.2.3. Preventive services, screenings and health education in accordance with established, documented state or national guidelines.

3.2.4. Integrated behavioral health services.

3.2.5. Pathology, radiology, surgical and CLIA-certified laboratory services either on-site or by referral.

3.2.6. Assessment of need and follow-up/referral as indicated for:

3.2.6.1. Tobacco cessation, including referral to QuitWorks-NH, www.QuitWorksNH.org.

3.2.6.2. Social services.

3.2.6.3. Chronic Disease management, including disease specific referral and self-management education such as referral to Diabetes Self-Management Education (DSME) as recommended by American Diabetes Association (ADA).

3.2.6.4. Nutrition services, including Women, Infants and Children (WIC) Food and Nutrition Service, as appropriate;

3.2.6.5. Screening, Brief Intervention and Referral to Treatment

(SBIRT) services, including but not limited to contact with the Regional Public Health Network Continuum of Care Development Initiative.

3.2.6.6. Referrals to health, home care, oral health and behavioral health specialty providers who offer sliding scale fees, when available.

3.3. The Contractor shall provide care management for individuals enrolled for primary care services, which includes, but is not limited to:

3.3.1. Integrated and coordinated services that ensure patients receive necessary care, including behavioral health and oral care when and where it is needed and wanted, in a culturally and linguistically appropriate manner.

3.3.2. Access to a healthcare provider by telephone twenty-four (24) hours per day, seven (7) days per week, directly, by referral or subcontract.

3.3.3. Care facilitated by registries, information technology, and health information exchanged.

3.4. The Contractor shall provide and facilitate enabling services, which are non-clinical services, that support the delivery of basic primary care services.

3.5. The Contractor shall facilitate access to comprehensive patient care and social services, as appropriate, that may include, but are not limited to:

3.5.1. Benefits counseling.

3.5.2. Health insurance eligibility and enrollment assistance.

3.5.3. Health education and supportive counseling.

3.5.4. Interpretation/translation for individuals with Limited English Proficiency or other communication needs.

3.5.5. Outreach, which may include the use of community health workers.

3.5.6. Transportation.

3.5.7. Education of patients and the community regarding the availability and appropriate use of health services.

4. Quality Improvement

4.1. The Contractor shall develop, define, facilitate and implement a minimum of two (2) Quality Improvement (QI) projects, which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of targeted patient groups. The Contractor shall ensure:

4.1.1. One (1) QI project focuses on the performance measure designated by the Maternal and Child Health Section (MCHS), which is

Adolescent Well Visits for SFY 2020-2022.

4.1.1.1. A minimum of one (1) other QI project is selected from Exhibit A-1 "Reporting Metrics" MCHS Primary

4.1.1.2. Care Performance Measures are met according to previous performance outcomes identified as needing improvement.

4.2. The Contractor shall utilize Quality Improvement Science to develop and implement a QI Workplan for each QI project. The Contractor shall ensure the QI Workplan includes, but is not limited to:

4.2.1. Specific goals and objectives for the project period; and

4.2.2. Evaluation methods used to demonstrate improvement in the quality, efficiency, and effectiveness of patient care.

4.3. The Contractor shall include baseline measurements for each area of improvement identified in the QI projects, to establish health care services and health status of targeted patient groups in need of improvement.

4.4. The Contractor shall utilize activities in QI projects that enhance clinical workflow and improve patient outcomes, which may include, but are not limited to:

4.4.1. EMR prompts/alerts.

4.4.2. Protocols/Guidelines.

4.4.3. Diagnostic support.Patient registries.Collaborative learning sessions.

5. Staffing

5.1. The Contractor shall ensure all health and allied health professionals have the appropriate, current New Hampshire licenses whether directly employed, contracted or subcontracted.

5.2. The Contractor shall employ a medical services director who:

5.2.1. Has specialized training and experience in primary care services.

5.2.2. Participates in quality improvement activities.

5.2.3. Is available to other staff for consultation, as needed.

5.3. The Contractor shall notify the MCHS, in writing, of any newly hired administrator, clinical coordinator or staff person essential to providing contracted services. The Contractor shall ensure notification:

5.3.1. Is provided to the Department no later than thirty (30) days from the

date of hire.

5.3.2. Includes a copy of the newly hired individual's resume.

5.4. The Contractor shall notify the MCHS, in writing, when:

5.4.1. Any critical position is vacant for more than thirty (30) days.

5.4.2. There is not adequate staffing to perform all required services for any period lasting more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

6. Coordination of Services

6.1. The Contractor shall participate in activities within the Public Health Region, as appropriate, to enhance the integration of community-based public health prevention and healthcare initiatives being implemented, including but not limited to:

6.1.1. Community needs assessments.

6.1.2. Public health performance assessments.

6.1.3. Regional health improvement plans under development.

6.2. The Contractor shall participate in and coordinate public health activities, as requested by the Department, during any disease outbreak or emergency that affects the public's health.

7. Required Meetings & Trainings

7.1. The Contractor shall attend meetings and trainings facilitated by the MCHS programs that include, but are not limited to:

7.1.1. MCHS Agency Directors' meetings.

7.1.2. MCHS Primary Care Coordinators' meetings, which are held two (2) times per year, which may require attendance by agency quality improvement staff.

7.1.3. MCHS Agency Medical Services Directors' meetings.

8. Workplans, Outcome Reports & Additional Reporting Requirements

8.1. The Contractor shall collect and report data on the MCHS Primary Care Performance Measures detailed in Exhibit A--1 Reporting Metrics.

8.2. The Contractor shall submit an updated budget narrative, within thirty (30) days of any changes, ensuring the budget narrative includes, but is not limited to:

8.2.1. Staff roles and responsibilities, defining the impact each role has on contract services.

8.2.2. Staff list that details information that includes, but is not limited to:

8.2.2.1. The Full Time Equivalent percentage allocated to contract

services.

8.2.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

8.3. The Contractor shall submit a Sources of Revenue report at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

8.4. The Contractor shall submit reports on the date(s) listed, or, in years where the date listed falls on a non-business day, on the Friday immediately prior to the date listed.

8.5. The Contractor is required to complete and submit each report, as instructed by the Department.

8.6. The Contractor shall submit annual reports to the Department, including but not limited to:

8.6.1. Uniform Data Set (UDS) Data tables that reflect program performance for the previous calendar year no later than March 31st.

8.6.2. A summary of patient satisfaction survey results obtained during the prior contract year no later than July 31st.

8.6.3. Quality (QI) Workplans no later than July 31st.

8.6.4. Enabling Services Workplans no later than July 31st.

8.6.5. QI Workplan revisions, as appropriate, no later than September 1st.

8.6.6. Enabling Services Workplan revisions, as appropriate, no later than September 1st.

8.6.7. Corrective Action Plans relating to Performance Measure Outcome Reports, as needed, no later than September 1st.

8.7. The Contractor shall submit semi-annual reports to the Department, including but not limited to:

8.7.1. Primary Care Services Measure Data Trend Table (DTT) is due no later than:

8.7.2. July 31, 2020 for the measurement period of July 1, 2019 through June 30, 2020.

8.7.3. January 31, 2021 for the measurement period of January 1, 2020 through December 31, 2020.

8.7.4. July 31, 2021 for the measurement period of July 1, 2020 through June 30, 2021.

8.7.5. January 31, 2022 for the measurement period of January 1, 2021

through December 31, 2021.

9. On-Site Reviews

9.1. The Contractor shall permit a team or person authorized by the Department to periodically review the Contractor's:

9.1.1. Systems of governance.

9.1.2. Administration.

9.1.3. Data collection and submission.

9.1.4. Clinical and financial management.

9.1.5. Delivery of education services.

9.2. The Contractor shall cooperate with the Department to ensure information needed for the reviews is accessible and provided, which includes, but is not limited to:

9.2.1. Client records.

9.2.2. Documentation of approved enabling services and quality improvement projects, including process and outcome evaluations.

9.3. The Contractor shall take corrective actions, as advised by the Department's review team, if services provided are not in compliance with the contract requirements.

10. Performance Measures

10.1. The Contractor shall define Annual Improvement Objectives that are measurable, specific and align to the provision of primary care services defined within Exhibit A-1 Reporting Metrics.

Exhibit A-1 – Reporting Metrics, Amendment #1

1. **Definitions**

1.1. **Measurement Year** – Measurement Year consists of 365 days and is defined as either:

1.1.1. The calendar year, (January 1st through December 31st); or

1.1.2. The state fiscal year (July 1st through June 30th).

1.2. **Medical Visit** – Medical visit is defined as any office visit including all well-care and acute-care visits.

1.3. **HEDIS** – Healthcare Effectiveness Data and Information Set

1.4. **NQF** – National Quality Forum

1.5. **Title V** – Federal Maternal and Child Health Services Block Grant

1.6. **UDS** – Uniform Data System

1.7. **NH MCHS** – New Hampshire Maternal and Child Health Section

2. **MCHS PRIMARY CARE PERFORMANCE MEASURES**

2.1. **Breastfeeding**

2.1.1. Percent of infants who are ever breastfed (Title V PM #4).

2.1.1.1. Numerator: All patient infants who were ever breastfed or received breast milk.

2.1.1.2. Numerator Note: The American Academy of Pediatrics recommends all infants exclusively breastfeed for about six (6) months as human milk supports optimal growth and development by providing all required nutrients during that time.

2.1.1.3. Denominator: All patient infants born in the measurement year.

2.2. **Preventive Health: Lead Screening**

2.2.1. Percent of children three (3) years of age who had two (2) or more capillary or venous lead blood test for lead poisoning by their third birthday. (NH MCHS).

2.2.1.1. Numerator: All patient children who received at least one capillary or venous lead screening test between nine (9) months to eighteen (18) months of age **AND** one (1) capillary

or venous lead screening test between nineteen (19) to thirty (30) months of age.

2.2.1.2. Denominator: All patient children who turned three (3) years old during the measurement year that had at least one (1) medical visit during the measurement year.

2.3. **Preventive Health: Adolescent Well-Care Visit**

2.3.1. Percent of adolescents, twelve (12) through twenty-one (21) years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year (HEDIS).

2.3.1.1. Numerator: Number of adolescents, ages 12 through 21 years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year.

2.3.1.2. Denominator: Number of patient adolescents, ages 12 through 21 years of age by the end of the measurement year.

2.4. **Preventive Health: Depression Screening**

2.4.1. Percentage of patients ages twelve (12) and older screened for clinical depression using an age appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NQF 0418, UDS).

2.4.1.1. Numerator: Patients twelve (12) years and older who are screened for clinical depression using an age-appropriate standardized depression screening tool **AND** if positive, a follow-up plan documented.

2.4.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented follow-up plan.

2.4.1.3. Denominator: All patients twelve (12) years and older by the end of the measurement year who had at least one (1) medical visit during the measurement year.

2.4.1.4. Denominator Exception: Depression screening not performed due to medical contraindicated or patient refusal.

2.4.1.5. Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as suicide risk assessment and/or referral to practitioner who is qualified to

diagnose and treat depression, and/or notification of primary care provider.

2.4.2. Maternal Depression Screening

2.4.2.1. Percentage of women who are screened for clinical depression during any visit up to twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NH MCHS).

2.4.2.1.1. Numerator: Women who are screened for clinical depression during the first twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if screened positive have documented follow-up plan.

2.4.2.1.2. Numerator Note: Numerator includes women who screened negative PLUS women who screened positive AND have documented follow-up plan.

2.4.2.1.3. Denominator: All women who had any office visit up to twelve (12) weeks following delivery during the measurement year.

2.4.2.1.4. Denominator Exception: Documentation of depression screening not performed due to medical contraindicated or patient refusal.

2.4.2.1.5. Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as Suicide Risk Assessment and/or referral to a practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.5. **Preventive Health: Obesity Screening**

2.5.1. Percentage of patients aged 18 years and older with a calculated BMI in the past six months or during the current visit documented in the

medical record AND if the most recent BMI is outside of normal parameters, a follow-up plan is documented (NQF 0421, UDS).

2.5.1.1. Normal parameters: Age 65 and older BMI ≥ 23 and < 30

Age 18 through 64 BMI ≥ 18.5 and < 25

2.5.1.2. Numerator: Patients with BMI calculated within the past six months or during the current visit and a follow-up plan documented if the BMI is outside of parameters (Normal BMI + abnormal BMI with documented plan).

2.5.1.3. Follow-Up Plan: Proposed outline of follow-up plan to be conducted as a result of BMI outside of normal parameters. The follow-up plan can include documentation of a future appointment, education, referral (such as registered dietician, nutritionist, occupational therapist, primary care physician, exercise physiologist, mental health provider, surgeon, etc.), prescription of/administration of dietary supplements, exercise counseling, nutrition counseling, etc.

2.5.1.4. Denominator: All patients aged 18 years and older who had at least one (1) medical visit during the measurement year.

2.5.2. Percent of patients aged 3 through 17 who had evidence of BMI percentile documentation AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year (UDS).

2.5.2.1. Numerator: Number of patients in the denominator who had their BMI percentile (not just BMI or height and weight) documented during the measurement year AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year.

2.5.2.2. Denominator: Number of patients who were one year after their second birthday (i.e., were 3 years of age) through adolescents who were aged up to one year past their 16th birthday (i.e., up until they were 17) at some point during the measurement year, who had at least one medical visit during the reporting year, and were seen by the health center for the first time prior to their 17th birthday.

2.6. **Preventive Health: Tobacco Screening**

2.6.1. Percent of patients aged 18 years and older who were screened for tobacco use at least once during the measurement year or prior year

AND who received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user (UDS).

2.6.1.1. Numerator: Number of patients in the denominator for whom documentation demonstrates that patients were queried about their tobacco use one or more times during their most recent visit OR within twenty-four (24) months of the most recent visit and received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user.

2.6.1.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.6.1.4. Definitions:

2.6.1.4.1. Tobacco Use: Includes any type of tobacco.

2.6.1.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy.

2.6.2. Percent of women who are screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user (NH MCHS).

2.6.2.1. Numerator: Pregnant women who were screened for tobacco use during each trimester AND who received tobacco

cessation counseling intervention if identified as a tobacco user.

2.6.2.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.2.3. Denominator: All women who delivered a live birth in the measurement year.

2.7. **At Risk Population: Hypertension**

2.7.1. Percentage of patients aged 18 through 85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90mmHG) during the measurement year (NQF 0018).

2.7.1.1. Numerator: Number of patients from the denominator with blood pressure measurement less than 140/90 mm HG at the time of their last measurement.

2.7.1.2. Denominator: Number of patients age 18 through 85 with diagnosed hypertension (must have been diagnosed with hypertension 6 or more months before the measurement date) who had at least one (1) medical visit during the measurement year. (Excludes pregnant women and patients with End Stage Renal Disease.)

2.8. **Patient Safety: Falls Screening**

2.8.1. Percent of patients aged 65 years and older who were screened for fall risk at least once within 12 months (NH MCHS).

2.8.1.1. Numerator: Patients who were screened for fall risk at least once within the measurement year.

2.8.1.2. Denominator: All patients aged 65 years and older seen by a health care provider within the measurement year.

2.9. **SBIRT**

2.9.1. SBIRT – Percent of patients aged 18 years and older who were screened for substance use, using a formal valid screening tool, during any medical visit AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.1.1. Numerator: Number of patients in the denominator who were screened for substance use, using a formal valid screening

tool, during any medical visit AND if positive, who received a brief intervention and/or referral to services.

2.9.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.9.1.4. Definitions:

2.9.1.4.1. Substance Use: Includes any type of alcohol or drug.

2.9.1.4.2. Brief Intervention: Includes guidance or counseling.

2.9.1.4.3. Referral to Services: includes any recommendation of direct referral for substance abuse services.

2.9.2. Percent of pregnant women who were screened, using a formal valid screening tool, for substance use, during every trimester they are enrolled in the prenatal program AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.2.1. Numerator: Number of women in the denominator who were screened for substance use, using a formal and valid screening tool, during each trimester that they were enrolled in the prenatal program AND if positive, received a brief intervention or referral to services

2.9.2.2. Numerator Note: numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.2.3. Denominator: Number of women enrolled in the agency prenatal program and who had a live birth during the measurement year.

Exhibit B-4 Amendment #1
Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: Amoskeag Health

Budget Request for: Primary Care Services
(Name of RFP)

Budget Period: April 1, 2020 - June 30, 2020

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 112,727.11	$ 11,272.71	$ 123,999.82	$ -	$ -	$ -	$ 112,727.11	$ 11,272.71	$ 123,999.82
2. Employee Benefits	$ 20,583.97	$ 2,058.40	$ 22,642.37	$ 8,803.99	$ 880.40	$ 9,684.39	$ 11,779.98	$ 1,178.00	$ 12,957.98
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:									
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses									
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 1,962.00	$ 196.20	$ 2,158.20	$ -	$ -	$ -	$ 1,962.00	$ 196.20	$ 2,158.20
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 135,273.08	$ 13,527.31	$ 148,800.39	$ 8,803.99	$ 880.40	$ 9,684.39	$ 126,469.09	$ 12,646.91	$ 139,116.00
Indirect As A Percent of Direct		10.0%			10.0%			10.0%	

Exhibit B-5 Amendment #1
Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: Amoskeag Health

Budget Request for: Primary Care Services
(Name of RFP)

Budget Period: July 1, 2020 - June 30, 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 456,427.84	$ 45,642.78	$ 502,070.62	$ -	$ -	$ -	$ 456,427.84	$ 45,642.78	$ 502,070.62
2. Employee Benefits	$ 83,343.72	$ 8,334.37	$ 91,678.09	$ 35,847.01	$ 3,584.70	$ 39,211.71	$ 47,696.71	$ 4,769.67	$ 52,466.38
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:									
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -		$ -	$ -		$ -	$ -		$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 6,000.00	$ 600.00	$ 6,600.00	$ 4,250.00	$ 425.00	$ 4,675.00	$ 1,750.00	$ 175.00	$ 1,925.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 545,771.56	$ 54,577.15	$ 600,348.71	$ 39,897.01	$ 3,989.70	$ 43,886.71	$ 505,874.55	$ 50,587.45	$ 556,462.00
Indirect As A Percent of Direct		10.0%			10.0%			10.0%	

(2)

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that AMOSKEAG HEALTH is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 07, 1992. 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; and the attached is a true copy of the list of documents on file in this office.

Business ID: 175115
Certificate Number: 0004694687

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 6th day of January A.D. 2020.

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary of Amoskeag Health (formerly Manchester Community Health Center).
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March 3, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Kris McCracken, President/CEO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Amoskeag Health (formerly Manchester Community Health Center) to enter into
(Name of Corporation or LLC)

contracts or agreements with the State 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 amendment to which this certificate is attached. 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: 3.3.2020

David Crespo
(Name and Title)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The foregoing instrument was acknowledged before me this 3rd day of March, 2020.

By _____
(Name of Elected Clerk/Secretary of the Agency)

_____
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

JAEL L. ROBERGE
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
August 28, 2024

Commission Expires: _____

Rev. 09/23/19

MANCCOM-01 PCANTLIN

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/22/2020

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 # AGR6150
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	NAIC #
INSURER A : Selective Insurance Company of the Southeast	39926
INSURER B : Citizens Ins Co of America	31534
INSURER C : AIX Specialty Insurance Co	12833
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Amoskeag Health
145 Hollis Street
Manchester, NH 03101

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR			S 2291045	11/1/2019	11/1/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 3,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			S 2291045	11/1/2019	11/1/2020	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR			S 2291045	11/1/2019	11/1/2020	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A		WBVH092216	11/1/2019	11/1/2020	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
C	FTCA Gap Liability			L1VA515491	7/1/2019	7/1/2020	Each Incident	1,000,000
C	FTCA Gap Liability			L1VA515491	7/1/2019	7/1/2020	Aggregate	3,000,000

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

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

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.

AUTHORIZED REPRESENTATIVE

AMOSKEAG HEALTH

MISSION

To improve the health and well-being of our patients and the communities we serve by providing exceptional care and services that are accessible to all.

VISION

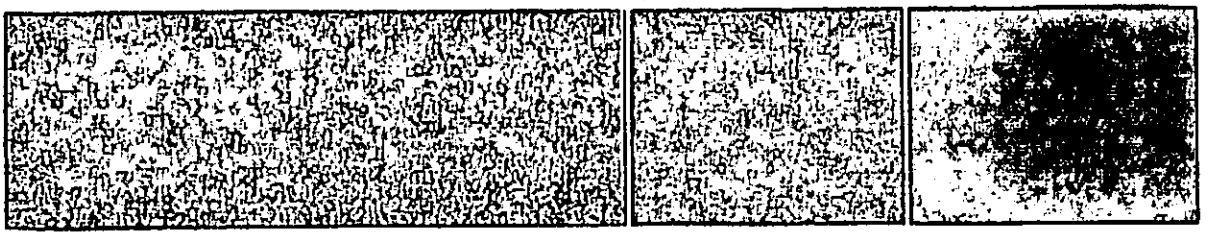
We envision a healthy and vibrant community with strong families and tight social fabric that ensures everyone has the tools they need to thrive and succeed.

CORE VALUES

We believe in:

- Promoting wellness and empowering patients through education
- Removing barriers so that our patients achieve and maintain their best possible health
- Providing exceptional, evidence-based and patient-centered care
- Fostering an environment of respect, integrity and caring where all people are treated equally with dignity and courtesy

BerryDunn



AMOSKEAG HEALTH

FINANCIAL STATEMENTS

June 30, 2019 and 2018

With Independent Auditor's Report

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Manchester Community Health Center
d/b/a Amoskeag Health

We have audited the accompanying financial statements of Manchester Community Health Center d/b/a Amoskeag Health, which comprise the balance sheets as of June 30, 2019 and 2018, and the related statements of operations, functional expenses, changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Manchester Community Health Center d/b/a Amoskeag Health as of June 30, 2019 and 2018, and the results of its operations, changes in its net assets and its 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 financial statements, in 2019 Manchester Community Health Center d/b/a Amoskeag Health adopted new accounting guidance, Financial Accounting Standards Board Accounting Standards Update No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities* (Topic 958). Our opinion is not modified with respect to this matter.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
November 8, 2019

MANCHESTER COMMUNITY HEALTH CENTER
D/B/A AMOSKEAG HEALTH

Balance Sheets

June 30, 2019 and 2018

ASSETS

	2019	2018
Current assets		
Cash and cash equivalents	$ 1,368,835	$ 1,045,492
Patient accounts receivable, net	1,890,683	1,784,891
Grants and other receivables	1,063,463	523,673
Other current assets	174,461	185,012
Total current assets	4,497,442	3,539,068
Property and equipment, net	4,397,203	4,650,347
Total assets	$ 8,894,645	$ 8,189,415

LIABILITIES AND NET ASSETS

Current liabilities		
Line of credit	$ 450,000	$ 1,185,000
Accounts payable and accrued expenses	576,623	583,461
Accrued payroll and related expenses	1,210,890	1,116,406
Current maturities of long-term debt	46,368	53,722
Total current liabilities	2,283,881	2,938,589
Long-term debt, less current maturities	1,594,959	1,153,279
Total liabilities	3,878,840	4,091,868
Net assets		
Without donor restrictions	4,409,285	3,392,211
With donor restrictions	606,520	705,336
Total net assets	5,015,805	4,097,547
Total liabilities and net assets	$ 8,894,645	$ 8,189,415

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

MANCHESTER COMMUNITY HEALTH CENTER
D/B/A AMOSKEAG HEALTH

Statements of Operations

Years Ended June 30, 2019 and 2018

	2019	2018
Operating revenue		
Patient service revenue	$10,543,526	$ 9,898,890
Provision for bad debts	(380,456)	(749,930)
Net patient service revenue	10,163,070	9,148,960
Grants, contracts and support	8,260,664	7,304,866
Other operating revenue	546,428	180,701
Net assets released from restriction for operations	1,066,720	1,027,841
Total operating revenue	20,036,882	17,662,368
Operating expenses		
Salaries and wages	11,994,846	11,109,774
Employee benefits	2,270,095	2,206,269
Program supplies	525,199	501,734
Contracted services	2,175,172	2,381,708
Occupancy	716,607	671,108
Other	841,861	760,400
Depreciation and amortization	428,159	402,532
Interest	100,845	91,771
Total operating expenses	19,052,784	18,125,296
Excess (deficiency) of revenue over expenses	984,098	(462,928)
Net assets released from restriction for capital acquisition	32,976	764,059
Increase in net assets without donor restrictions	$ 1,017,074	$ 301,131

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

MANCHESTER COMMUNITY HEALTH CENTER
D/B/A AMOSKEAG HEALTH

Statements of Functional Expenses

Years Ended June 30, 2019 and 2018

2019

	Healthcare Services								Administrative and Support Services			
	Non-clinical Support Services	Enabling Services	Behavioral Health	Pharmacy	Medical	Special Medical Programs	Community Services	Total Healthcare Services	Facility	Marketing and Fundraising	Administration	Total
Salaries and wages	$ 1,697,621	$ 510,217	$ 1,752,659	$ 34,993	$ 5,377,237	$ 845,292	$ 115,735	$10,333,754	$ 120,979	$ 144,863	$ 1,395,250	$11,994,846
Employee benefits	323,075	97,869	330,299	6,406	932,471	164,397	20,419	1,874,936	22,428	27,986	344,745	2,270,095
Program supplies	1,047	5,896	39,987	254,261	217,078	5,211	1,030	524,510	412	120	157	525,199
Contracted services	76,373	251,088	202,352	336,857	445,115	395,557	220,523	1,927,865	21,225	21,502	204,580	2,175,172
Occupancy	121,143	16,549	105,959	4,260	687,382	116,132	-	1,051,425	(516,379)	17,186	164,375	716,607
Other	58,708	6,528	109,127	482	137,613	31,160	25,718	369,336	56,513	36,580	379,432	841,861
Depreciation and amortization	-	-	3,530	-	45,077	474	-	49,081	255,603	-	123,475	428,159
Interest	-	-	-	-	-	-	-	-	39,219	-	61,626	100,845
Total	$ 2,277,967	$ 888,147	$ 2,543,913	$ 637,259	$ 7,841,973	$ 1,558,223	$ 383,425	$16,130,907	$ -	$ 248,237	$ 2,673,640	$19,052,784

2018

	Healthcare Services								Administrative and Support Services			
	Non-clinical Support Services	Enabling Services	Behavioral Health	Pharmacy	Medical	Special Medical Programs	Community Services	Total Healthcare Services	Facility	Marketing and Fundraising	Administration	Total
Salaries and wages	$ 1,550,575	$ 511,036	$ 1,360,597	$ 66,637	$ 5,125,736	$ 834,055	$ 206,923	$ 9,655,559	$ 45,163	$ 134,754	$ 1,274,298	$11,109,774
Employee benefits	363,556	121,183	322,169	15,812	678,442	170,542	48,042	1,719,746	8,984	30,312	447,227	2,208,269
Program supplies	25	19,582	15,791	229,960	227,957	5,422	2,406	501,143	118	-	473	501,734
Contracted services	110,040	192,406	209,630	313,746	419,183	363,843	388,039	1,996,887	19,492	49,221	316,108	2,381,708
Occupancy	107,090	14,643	93,948	3,770	597,530	102,757	-	919,738	(408,934)	15,207	145,097	671,108
Other	35,997	8,526	33,188	383	126,640	34,815	47,644	287,193	57,639	27,650	387,916	760,400
Depreciation and amortization	-	-	-	-	26,580	127	-	26,707	242,096	-	133,729	402,532
Interest	-	-	-	-	-	-	-	-	35,442	-	56,329	91,771
Total	$ 2,167,283	$ 867,376	$ 2,035,323	$ 630,308	$ 7,202,068	$ 1,511,561	$ 693,054	$15,106,973	$ -	$ 257,144	$ 2,761,179	$18,125,296

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

MANCHESTER COMMUNITY HEALTH CENTER
D/B/A AMOSKEAG HEALTH

Statements of Changes in Net Assets

Years Ended June 30, 2019 and 2018

	2019	2018
Net assets without donor restrictions		
Excess (deficiency) of revenue over expenses	$ 984,098	$ (462,928)
Net assets released from restriction for capital acquisition	32,976	764,059
Increase in net assets without donor restrictions	1,017,074	301,131
Net assets with donor restrictions		
Contributions	1,000,880	1,585,719
Net assets released from restriction for operations	(1,066,720)	(1,027,841)
Net assets released from restriction for capital acquisition	(32,976)	(764,059)
Decrease in net assets with donor restrictions	(98,816)	(206,181)
Change in net assets	918,258	94,950
Net assets, beginning of year	4,097,547	4,002,597
Net assets, end of year	$ 5,015,805	$ 4,097,547

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

MANCHESTER COMMUNITY HEALTH CENTER
D/B/A AMOSKEAG HEALTH

Statements of Cash Flows

Years Ended June 30, 2019 and 2018

	2019	2018
Cash flows from operating activities		
Change in net assets	$ 918,258	$ 94,950
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Provision for bad debts	380,456	749,930
Depreciation and amortization	428,159	402,532
Equity in earnings from limited liability company	-	(2,291)
Contributions and grants for long-term purposes	-	(475,001)
(Increase) decrease in the following assets		
Patient accounts receivable	(486,248)	(533,881)
Grants and other receivables	(539,790)	476,961
Prepaid expenses	10,551	(30,721)
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	(6,838)	(152,163)
Accrued payroll and related expenses	94,484	57,126
Net cash provided by operating activities	799,032	587,442
Cash flows from investing activities		
Capital expenditures	(174,314)	(1,012,051)
Net cash used by investing activities	(174,314)	(1,012,051)
Cash flows from financing activities		
Contributions and grants for long-term purposes	-	475,001
Proceeds from line of credit	-	450,000
Payments on line of credit	(235,000)	(75,000)
Payments on long-term debt	(66,375)	(51,790)
Net cash (used) provided by financing activities	(301,375)	798,211
Net increase in cash and cash equivalents	323,343	373,602
Cash and cash equivalents, beginning of year	1,045,492	671,890
Cash and cash equivalents, end of year	$ 1,368,835	$ 1,045,492
Supplemental disclosures of cash flow information		
Cash paid for interest	$ 100,845	$ 91,771
Non-cash transactions		
Line of credit refinanced as long-term debt	$ 500,000	$ -

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

1. Summary of Significant Accounting Policies

Organization

Manchester Community Health Center d/b/a Amoskeag Health (the Organization) is a not-for-profit corporation organized in New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) providing high-quality, comprehensive family oriented primary healthcare services which meet the needs of a diverse community, regardless of age, ethnicity or income.

Recently Adopted Accounting Pronouncement

In August 2016, the Financial Accounting Standards Board issued Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities* (Topic 958), which makes targeted changes to the not-for-profit financial reporting model. The ASU marks the completion of the first phase of a larger project aimed at improving not-for-profit financial reporting. Under the ASU, net asset reporting is streamlined and clarified. The existing three category classification of net assets is replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions." The guidance simplified the reporting of deficiencies in endowment funds and clarified the accounting for the lapsing of restrictions on gifts to acquire property, plant and equipment. New disclosures which highlight restrictions on the use of resources that make otherwise liquid assets unavailable for meeting near-term financial requirements have been added. The ASU also imposes several new requirements related to reporting expenses. The Organization has adjusted the presentation of these statements accordingly. The ASU has been applied retrospectively to 2018; however, there was no impact to total net assets, results of operations or cash flows.

Basis of Presentation

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (U.S. GAAP), which requires the Organization to report information in the 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 Organization. These net assets may be used at the discretion of the Organization's management and the Board of Directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

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 the 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 statements of operations and changes in net assets as net assets released from restriction. Donor-restricted contributions whose restrictions are met in the same year as received are reflected as contributions without donor restrictions in the accompanying financial statements.

Use of Estimates

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

Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Organization 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. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and petty cash funds.

The Organization has cash deposits in major financial institutions which exceed federal depository insurance limits. The Organization has not experienced losses in such accounts and management believes the credit risk related to these deposits is minimal.

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, including distributions from the Eva M. Montembeault Revocable Trust in the amount of $450,000 at June 30, 2019.

The Organization 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, 2019 and 2018, grants from DHHS (including both direct awards and awards passed through other organizations) represented approximately 61% and 76%, respectively, of grants, contracts and support revenue.

Investment in Limited Liability Company

The Organization is one of eight partners who each made a capital contribution of $500 to Primary Health Care Partners (PHCP). The purposes of PHCP are: (i) to engage and contract directly with the payers of health care to influence the design and testing of emerging payment methodologies; (ii) to achieve the three part aim of better care for individuals, better health for populations and lower growth in expenditures in connection with both governmental and non-governmental payment systems; (iii) to undertake joint activities to offer access to high quality, cost effective medical, mental health, oral health, home care and other community-based services, based upon the medical home model of primary care delivery, that promote health and well-being by developing and implementing effective clinical and administrative systems in a manner that is aligned with the FQHC model; and to lead collaborative efforts to manage costs and improve the quality of primary care services delivered by health centers operated throughout the state of New Hampshire; and (iv) to engage in any and all lawful activities, including without limitation the negotiation of contracts, agreements and/or arrangements (with payers and other parties). The Organization's investment in PHCP is reported using the equity method and the investment amounted to $22,589 at June 30, 2019 and 2018 and is included in other current assets on the accompanying balance sheets.

Property and Equipment

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

Gifts of long-lived assets such as land, buildings or equipment are reported as net assets without donor restrictions, and excluded from the excess (deficiency) of revenue over expenses, unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as net assets with donor restrictions. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

340B Drug Pricing Program

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHCs and other identified entities at a reduced price. The Organization contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of the Organization and bill Medicare, Medicaid managed care companies and commercial insurances on behalf of the Organization. Reimbursement received by the pharmacies is remitted to the Organization, less dispensing and administrative fees. Gross revenue generated from the program is included in patient service revenue. The cost of drug replenishments and fees related to the program are included in program supplies and contracted services, respectively, in the accompanying statements of operations and functional expenses.

Functional Expenses

The financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include depreciation, interest, and office and occupancy costs, which are allocated on a square-footage basis, as well as the shared systems technology fees for the Organization's medical records and billing system, which is allocated based on the percentage of patients.

Excess (Deficiency) of Revenue Over Expenses

The statements of operations reflect the excess (deficiency) of revenue over expenses. Changes in net assets without donor restrictions which are excluded from the excess (deficiency) of revenue over expenses include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through November 8, 2019, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to optimize the investment of its available funds.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing activities and general administration, as well as the conduct of services undertaken to support those activities to be general expenditures.

In addition to financial assets available to meet general expenditures over the next 12 months, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures not covered by donor-restricted resources.

The Organization had working capital of $2,213,561 and $600,479 at June 30, 2019 and 2018, respectively. The Organization had average days cash and cash equivalents on hand (based on normal expenditures) of 27 and 22 at June 30, 2019 and 2018, respectively.

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses and scheduled principal payments on debt, were as follows:

	2019	2018
Cash and cash equivalents	$ 1,368,835	$ 1,045,492
Accounts receivable, net	1,890,683	1,784,891
Grants and other receivables	1,063,463	523,673
Financial assets available	4,322,981	3,354,056
Less net assets with donor restrictions	606,520	606,520
Financial assets available for current use	$ 3,716,461	$ 2,747,536

The Organization's goal is generally to have, at the minimum, the Health Resources and Services Administration (HRSA) recommended days cash on hand for operations of 30 days.

The Organization has a $1,000,000 line of credit, as discussed in more detail in Note 5. As of June 30, 2019, $550,000 remained available on the line of credit.

3. Accounts Receivable

Patient accounts receivable consisted of the following:

	2019	2018
Patient accounts receivable	$ 3,115,302	$ 2,906,188
Contract 340B pharmacy program receivables	106,443	97,783
Total patient accounts receivable	3,221,745	3,003,971
Allowance for doubtful accounts	(1,331,062)	(1,219,080)
Patient accounts receivable, net	$ 1,890,683	$ 1,784,891

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. Primary payers representing 10% or more of the Organization's gross patient accounts receivable are as follows:

	2019	2018
Medicare	13 %	13 %
Medicaid	26 %	23 %

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectibility of patient accounts receivable, the Organization analyzes its past history and identifies trends for each individual payer. In addition, balances in excess of one year are 100% reserved. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts follows:

	2019	2018
Balance, beginning of year	$ 1,219,080	$ 1,702,394
Provision for bad debts	380,456	749,930
Write-offs	(268,474)	(1,233,244)
Balance, end of year	$ 1,331,062	$ 1,219,080

The increase in the allowance is due to an increase in balances over 240 days old.

4. Property and Equipment

Property and equipment consists of the following:

	2019	2018
Land	$ 81,000	$ 81,000
Building and leasehold improvements	5,125,647	5,109,921
Furniture and equipment	2,120,471	1,961,844
Total cost	7,327,118	7,152,765
Less accumulated depreciation	2,929,915	2,502,418
Property and equipment, net	$ 4,397,203	$ 4,650,347

The Organization made renovations to certain buildings with Federal grant funding. In accordance with the grant agreements, a Notice of Federal Interest (NFI) is required to be filed in the appropriate official records of the jurisdiction in which the property is located. The NFI is designed to notify any prospective buyer or creditor that the Federal Government has a financial interest in the real property acquired under the aforementioned grant; that the property may not be used for any purpose inconsistent with that authorized by the grant program statute and applicable regulations; that the property may not be mortgaged or otherwise used as collateral without the written permission of the Associate Administrator of the Office of Federal Assistance Management (OFAM), HRSA; and that the property may not be sold or transferred to another party without the written permission of the Associate Administrator of OFAM, HRSA.

5. Line of Credit

The Organization had a $1,500,000 line of credit demand note with a local banking institution through April 15, 2019 at which time the credit line was reduced to $1,000,000. The line of credit is collateralized by all assets. The interest rate is LIBOR plus 3.5% (5.91% at June 30, 2019). There was an outstanding balance on the line of credit of $450,000 and $1,185,000 at June 30, 2019 and 2018, respectively.

6. Long-Term Debt

Long-term debt consists of the following:

	2019	2018
Note payable, with a local bank (see terms below)	$ 1,634,694	$ 1,194,313
Note payable, New Hampshire Health and Education Facilities Authority (NHHEFA), payable in monthly installments of $513, including interest at 1.00%, due July 2020, collateralized by all business assets	6,633	12,688
Total long-term debt	1,641,327	1,207,001
Less current maturities	46,368	53,722
Long-term debt, less current maturities	$ 1,594,959	$ 1,153,279

The Organization had a promissory note with Citizens Bank, N. A. (Citizens), collateralized by real estate, with a balloon payment due December 1, 2018 and which was refinanced in April 2019 for $1,670,000 with NHHEFA participating in the lending for $450,000 of the note payable. Monthly payments of $8,595, including interest fixed at 3.76%, are based on a 25 year amortization schedule and are to be paid through April 2026, at which time a balloon payment will be due for the remaining balance, collateralized by real estate.

Scheduled principal repayments of long-term debt for the next five years and thereafter follows:

2020	$ 46,368
2021	42,505
2022	43,616
2023	45,308
2024	46,912
Thereafter	1,416,618
Total	$ 1,641,327

The Organization is required to meet an annual minimum working capital and debt service coverage debt covenants as defined in the loan agreement with Citizens. In the event of default, Citizens has the option to terminate the agreement and immediately request payment of the outstanding debt without notice of any kind to the Organization. The Organization is in compliance with all loan covenants at June 30, 2019.

7. Net Assets With Donor Restrictions

Net assets with donor restrictions for specific purposes consisted of cash and cash equivalents and grants and other receivables due within a year and were restricted for the following purposes:

	2019	2018
Purpose restricted:		
Healthcare services	$ 344,323	$ 365,301
Child health services	140,226	162,045
Capital improvements	20,613	76,632
Perpetual in nature:		
Available to borrow for working capital as needed	101,358	101,358
Total	$ 606,520	$ 705,336

8. Patient Service Revenue

Patient service revenue follows:

	2019	2018
Gross charges	$18,103,265	$17,126,053
Contract 340B pharmacy revenue	1,553,866	1,343,871
Total gross revenue	19,657,131	18,469,924
Contractual adjustments	(7,174,190)	(6,929,944)
Sliding fee scale discounts	(1,939,415)	(1,641,090)
Total patient service revenue	$10,543,526	$ 9,898,890

Revenue from Medicaid accounted for approximately 53% and 51% of the Organization's gross patient service revenue for the years ended June 30, 2019 and 2018, respectively. No other individual payer represented more than 10% of the Organization's gross patient service revenue.

Laws and regulations governing the Medicare, Medicaid and 340B programs are complex and subject to interpretation. The Organization believes that it is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare, Medicaid and 340B. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

A summary of the payment arrangements with major third-party payers follows:

Medicare

The Organization is reimbursed for the medical care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by Federal guidelines. Overall, reimbursement is subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through June 30, 2018.

Medicaid and Other Payers

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively-determined rates per visit and contractually obligated payment rates which may be less than the Organization's public fee schedule.

Charity Care

The Organization provides care to patients who meet certain criteria under its sliding fee discount policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization sliding fee discount policy amounted to $2,217,386 and $1,882,644 for the years ended June 30, 2019 and 2018, respectively. The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

9. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 403(b) that covers substantially all employees. The Organization contributed $309,981 and $338,779 for the years ended June 30, 2019 and 2018, respectively.

10. Medical Malpractice Insurance

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of the year ended June 30, 2019, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and additional medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

11. Lease Commitments

The Organization leases office space and certain other office equipment under noncancelable operating leases. Future minimum lease payments under these leases are:

2020	$ 172,099
2021	139,989
2022	110,803
2023	78,057
2024	59,565
Total	$ 560,513

Rent expenses amounted to $199,895 and $241,375 for the years ended June 30, 2019 and 2018, respectively.

AMOSKEAG HEALTH BOARD OF DIRECTORS AS OF 03/02/2020

Catherine Marsellos	Paralegal	Consumer
Mohammad "Saleem" Yusuf	Professor of IT/Software Development	Consumer
David Crespo	Field Consultant	Consumer
Angella Chen-Shadeed	Caregiver	Consumer
Dennis "Danny" Carlsen	Landlord	Consumer
Maria Mariano	Retired	Consumer
Phillip Adams	Carpenter	Consumer
David Hildenbrand	COO	Consumer
Kathleen Davidson	Atty	Non-Consumer
Richard Elwell	Consultant	Non-Consumer
Dawn McKinney	Policy Director	Non-Consumer
Thomas Lavoie	Insurance Broker	Non-Consumer
Christian Scott	Director of Talent Acquisition	Non-Consumer
Madhab Gurung	Direct Support Professional	Consumer
Debra (Debbie) Manning	Health Care Consultant Software	Consumer

Kristen McCracken, MBA

Objective

To work for an organization with a clear vision, philanthropic community involvement, well-respected leadership, a strong strategic plan, and a corporate culture that is motivating and inclusive.

Education

Undergraduate Degree: 1991 Mt. Holyoke College, Major: Psychology, Minor: Latin American Studies

Graduate Degree: 2000 Rivier College, MBA Health Care Administration

Qualifications

Areas of Experience:

- Community Health
- Primary Care
- Behavioral Health
- Electronic Medical Records
- Substance Abuse, HIV/AIDS
- Domestic Violence
- Rape Crisis
- Culturally Diverse Populations
- Federally Funded Programs
- Joint Commission Accreditation
- Fundraising
- Board of Directors

Skill Sets:

- Operations Management
- Strategic Planning
- Budget Development
- Grant Writing/Report Management
- Group Facilitation
- Regulatory Compliance
- Staff Supervision
- Project Management
- Quality Improvement/Data Mgmt.
- Community Collaboration
- Facilities Oversight
- Program Development

Professional Experience

2013-Present: **President and CEO**- Manchester Community Health Center

- Oversee all service programs provided by MCHC to ensure that client needs are met and quality standards are maintained and monitored in an efficient, cost effective manner by: supervising program personnel; annually assessing relevance of current programs to community needs; achieving and maintaining appropriate accreditation and/or licenses for programs.
- Ensure that MCHC services are consistent with its mission, vision, and strategic plan to ensure that programming is relevant to existing and emerging client and community needs.
- With the Board Strategic Planning Committee, develop and assist with the planning, execution and evaluation of a fund raising program. Establish and maintain a rapport with corporate sponsors, major contributors, directors, volunteers, civic organizations, and other parties in which the Center does business.
- Recommend a staffing pattern to ensure efficient management and operation of all programs and activities.
- Serve as the primary staff resource for MCHC Board of Directors to ensure effective use of and communication with trustees.
- Ensure that MCHC activities are operated in a cost-effective, efficient manner to ensure ongoing financial stability
- Call and preside at regular meetings with staff to ensure adequate communication between staff, to give the opportunity to share ideas and concerns, to coordinate efforts, and to ensure appropriate standardization of policies and procedures.

- Recommend and communicate necessary policies and procedures to ensure adherence to management, program service, fiscal and accounting standards, and standards of good personnel procedures.
- Develop, coordinate, and maintain effective relationships between MCHC and other groups (such as State legislature, public and private health, welfare and service agencies, media, etc.,) to create public and professional understanding and support of the organization's objectives and activities.

2000-Present: **Director of Operations**- Manchester Community Health Center, Manchester, NH. In collaboration with other Senior Management staff, the DOO assumes responsibility for the day-to-day management of operations of the health center:

- Responsible for multiple departments, including Ancillary Staff, Nursing, Medical Assistants, Medical Records, Volunteers, Interpreters, and Business Office Staff.
- Collaborate with other senior management team members in overseeing health center operations, policy and program development, staff supervision, and overall program management of the organization.
- Maintaining continuity and quality of care for clients, including oversight of Patient Satisfaction programs, and co-responsibility for implementation of Quality Improvement initiatives. Responsible for Patient Centered Medical Home and Meaningful Use activities.
- Primary responsibility for data analysis related to quality of care initiatives
- Key role in the development of center-wide goals and representing the Health Center in various community settings.
- Project Manager for the EMR (Electronic Medical Record)called Centricity (EMR & PM) including initial setup and implementation, ongoing support and development
- Participate in Board of Directors meetings, and several board and staff committees, including Safety, Personnel, Ethics, Strategic Planning, QI, Corporate Compliance, Medical Advisory Committee
- Direct staff and management team supervision, grant writing, project management, regulatory compliance, community collaborations, cultural competency, budget development, and other operational activities.
- Facilitation of employee satisfaction survey development, administration and response
- Oversight and development of ancillary services including interpretation, transportation, nutrition, dental collaboration grants and behavioral health.
- Special initiatives including Medical Home certification, Meaningful Use planning, Joint Commission accreditation, and similar ventures

1997-2000: **Family Services Manager**- Manchester Community Health Center, Manchester, NH. Responsible for the management of the behavioral health services, care management, nutrition, interpretation, and coordination of ancillary services programming.

1996-1997: **Crisis Outreach Counselor**- Manchester Community Health Center, Manchester, NH. Provided crisis intervention to patients identified by provider staff as high risk. Complete psycho-social intakes on new patients. Performed outreach services to patients who have fallen out of care. Coordinated care with medical team and behavioral health staff.

1995-1996: **Clinician I**- Habit Management Institute, Lawrence, MA.

- Substance Abuse individual counseling
- Methadone treatment planning
- Substance abuse education
- Facilitation of support groups
- Admission/discharge planning, and community networking.

1993-1995: **Case Manager/Volunteer Coordinator, Fundraising Coordinator**- River Valley AIDS Project, Springfield, MA.

- Volunteer Program Coordinator responsibilities included developing and maintaining a volunteer program for the agency, networking, training, design and implementation, volunteer support, and monthly billing/statistics.
- Development Coordinator responsibilities included creating a fundraising donor base, initiating the development of new fundraising events, facilitating relationships with corporate sponsors, maintaining quarterly newsletters, and facilitating the following committees: Anthology Committee, Dinner for Friends Committee, Gay Men's Focus Group, Fundraising Committee, and the Children Orphaned by AIDS Committee.
- During first year of employment functioned as a Case Manager, with responsibilities including referrals, trainings, translation, support groups, counseling, advocacy, and monthly billing. Created the first public Resource Library for HIV/AIDS in Western MA, developed a donation program, and developed a Speaker's Bureau program, as well as supervised interns and trained new staff.

1990-1993: **Rape Crisis Counselor, Children's Advocate/Counselor**- YWCA, Springfield, MA.

- Rape Crisis Counselor: responsible for essentially all aspects of programming including statistics for grant reporting, billing records, case records, and individual, couples and family counseling services. Also responsible for legal and medical advocacy, educational trainings, and hotline/on-call responsibilities. Facilitated four support groups for adults, teens, Spanish speaking women, and teenagers who had re-perpetrated their sexual abuse.
- Children's Advocate: responsible for individual counseling, a children's support group, and working with the referral needs of the children in the battered women's shelter. As a member of the Counseling team: answered hotline calls, provided individual counseling, kept case files, ran in-house support groups, and provided traditional case management.

[redacted]

Spanish (Verbal and Written)

[redacted]

- Board of Directors, NH Minority Health Coalition 1999-2002
- Medical Interpretation Advisory Board 2002-2008
- Chair, Data Subcommittee: NH Health & Equity Partnership
- Diversity Task Force, State of NH DHHS 2002-Present
- Healthcare for the Homeless Advisory Board 2004-Present
- Volunteer: B.R.I.N.G. ITI Program
- Business Partnership Committee: Project Search
- Adult Literacy Volunteer: 2009-2010
- Advisory Board: Nursing Diversity Pipeline
- Advisory Committee: HPOP (Health Professionals Opportunities Project)

[redacted]

I enjoy tennis, hiking, reading, gardening, travel and family activities.

[redacted]

1. Claudia Cunningham, RN, MBA (Previous Supervisor at MCHC) 603-942-7025
2. Gavin Muir, MD, Quality Director of MCHC (Colleague) 603-935-5223
3. Greg White, CFO at Lowell Family Health Center (Colleague) 603-673-8873
4. Tina Kenyon, RN, MSW at Dartmouth Family Practice Residency (Colleague in Community) 603-568-3417

J. GAVIN MUIR

EDUCATION

PRINCETON UNIVERSITY, Princeton, NJ
M.S. in Ecology and Evolutionary Biology, 1991
Senior Thesis: "The Mating and Grazing Habits of Feral Horses on Shackleford Banks"

TEMPLE UNIVERSITY SCHOOL OF MEDICINE, Philadelphia, PA
M.D. 1995

SOUTHERN COLORADO FAMILY MEDICINE RESIDENCY,
Pueblo, CO, July 1995- June 1998

EXPERIENCE

MANCHESTER COMMUNITY HEALTH CENTER, Manchester, NH
Family Practice Physician, March 2011- current

Medical Director, September 2000 - March 2011

Family Practice Physician, August 1998 – September 2000

ELLIOT HOSPITAL, Manchester, NH
Medical Director of Peer Review, 2008 - present

ELLIOT HOSPITAL, Manchester, NH
Chair, Department of Medicine, 2006 - 2008

LICENSURE & CERTIFICATION

New Hampshire State Medical License	6/30/2012
DEA Certification	1/31/2012
ABFM Board Certified	12/31/2015

NALS/PALS/ALSO certified
Active Staff, Elliot Hospital, Manchester, NH

MEMBERSHIPS

The American Academy of Family Physicians
American Medical Association
New Hampshire Medical Society

AWARDS

New Hampshire Union Leader *Forty Under 40*. 2006
New Hampshire Academy of Family Physicians' Physician of the Year, 2013

Elizabeth (Betsy) Burtis

PROVEN LEADERSHIP

Results-oriented leader with an established record of building and nurturing strong teams and cross-disciplinary relationships. Creative and innovative thinker adept at managing projects from initiation to completion. Highly skilled in the design and implementation of new systems and processes, and managing change efforts to promote organizational effectiveness and efficiency. Resourceful and persuasive self-starter with unquestioned integrity, enthusiasm, excellent judgment and the conviction to act decisively.

AREAS OF EXCELLENCE

Quality & Performance Improvement . . . Workforce Development . . . Planning & Project Management . . . Customer Service
Collaborative & Strengths-Based Supervision . . . Written & Oral Communication Skills . . . Facilitation, Teaching and Training

PROFESSIONAL EXPERIENCE

AMERICAN RED CROSS, Concord, New Hampshire
Program Manager, Nurse Assistant Training – May 2017 – Current
Direct a team of twenty clinical instructors and administrative staff in the provision of high-quality nurse assistant education throughout the states of New Hampshire and Vermont. Market program and establish collaborations with employers and workforce development groups to meet the critical shortage of nursing assistants in the area.
Key Contributions:

- Secured five new contracts and partnerships with hospitals, long-term care facilities and high schools.
- Initiated organization-wide process improvement team for customer tracking procedures in Salesforce.
- Scored 95% manager effectiveness in employee engagement survey, exceeding organizational benchmark by seven points.
- Executed the successful recertification process with state boards of nursing and departments of education.
- Completed People Management Development Program (leadership development) curriculum.

MANCHESTER COMMUNITY COLLEGE, Manchester, New Hampshire
Adjunct Faculty – March 2016 – Current
Teaching classroom-based, online and hybrid first year seminar course to new students. Developed course content and activities to support first-year student success and retention. Competency in building and maintaining coursework in Blackboard and Canvas online learning software.

ASCENTRIA CARE ALLIANCE, Concord, New Hampshire
Organizational Learning & Development Manager - December 2015 – May 2017
Generated new program for staff and organizational development for a 1300+ employee, multi-state nonprofit human services agency.
Key Contributions:

- Developed first organizational training plan to meet accreditation criteria for Council on Accreditation.
- Collaborated with senior leadership to design the first employee engagement survey and developed action plan for follow up on results.
- Created annual mandatory education process to address safety and compliance training gaps and meet accreditation standards.
- Adopted and implemented an e-learning system for all employees.
- Designed and delivered leadership training sessions.

Program Manager, Health Profession Opportunity Project - 2011 to 2015
Built new federally-funded healthcare workforce development program from the ground up. Led team of ten professionals in identifying, motivating, training and placing low-income, motivated individuals into health careers.
Key Contributions:

- Managed five-year $1.9 million federally funded grant and came in under budget each year.
- Directed employment program producing 88% job placement rate.
- Collaborated with State and Federal entities in administration of the federal grant: NH Office of Health Equity, US Department of Labor, NH Workforce Investment Board.
- Analyzed labor market information and trends to guide students in career choices and fill community healthcare employer needs.
- Identified marketing and recruitment opportunities and performed outreach to potential students and employers.

TRAINING CONSULTANT, Self-Employed, Derry, New Hampshire
Independent Consultant - 2009 to 2011
Partnered with organizations and workplaces to impact positive change.

- New Hampshire Technical Institute, Concord, NH - delivered job search strategies and customer service workshops.
- New Hampshire Humanities Council, Concord, NH – facilitated ongoing community conversations about New Hampshire and immigration utilizing the Civic Reflections model of literature based civic dialogues.
- Tufts Medical Center Residency Program, Boston, MA – led cultural effectiveness workshops for new resident orientation.
- Caritas Norwood Hospital, Norwood, MA – consulted with Quality Management to design programming aimed at improving interdisciplinary teamwork and communication.

SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, Nashua, New Hampshire
Manager, Training and Development, 2002-2009
Designed and delivered comprehensive training and development programs across a 2000+ employee health system. Served as instructional designer, consultant, coach, and facilitator to senior leadership, departments, teams, and committees on topics such as leadership impact, conflict resolution, alignment with strategic organizational goals, effective communication and process improvement. Guided the organizational Cultural Effectiveness, Domestic Violence and Service Recovery Teams.
Key Contributions:

- Increased employee participation at in-house training programs by 30% annually.
- Improved training results and accountability by implementing post-training action plan and follow-up process.
- Implemented and managed annual safety education program resulting in 100% employee participation, exceeding the Joint Commission's requirements for compliance.
- Devised and delivered Process Improvement Studio Course, a hands-on series in which employees applied tools and techniques such as flowcharting, data collection and analysis, lean processes, and root cause analyses to processes in their own departments.
- Created and managed annual Quality Fair to celebrate and inspire broader interest in process improvement. Entries required to show results impacting organizational core values. Approximately 20 entries and 400 visitors each year.

Associate Director, Foundation Medical Partners, 2001-2002
Managed four family practice sites, analyzed and supervised operations of Institute for Health and Wellness (an integrated holistic health center), developed leadership development programs, recruited physicians, and served as project manager for electronic medical record selection process.

Practice Manager, Foundation Medical Partners, 2000-2001
Managed operations for three behavioral health practices. Selected, hired, and led 25 clinical and administrative staff. Developed and administered budgets. Planned and executed merger of two practices, which reduced overhead expenses and allowed the operation to provide a wider range of clinical services.

CENTER FOR LIFE MANAGEMENT, Derry, New Hampshire
Director, Adult Outpatient Program, 1997-2000
Promoted to this position to oversee operations for community behavioral health center serving adults and children. Selected, hired, and led a team of 15 clinical and administrative staff in three sites.

Site Administrator, 1995-1997 & Office Manager, 1994-1995
Directed administrative functions and managed facilities for two outpatient clinics; managed seven administrative staff. Enhanced patient co-pay collections, initiated patient intake and insurance verification process.

EARLY CAREER, CURRY COLLEGE
Higher education administrator managing student-housing program in progressive roles. Supervised professional and student staff, led judicial affairs program, taught first year seminar. Handpicked by senior leadership to head a student retention project.

EDUCATION

LINKAGE INCORPORATED, DEPAUL UNIVERSITY | *Certificate in Organizational Development*
THE UNIVERSITY OF VERMONT | *Master of Education, Higher Education Administration*
BOSTON UNIVERSITY | *Bachelor of Arts, History*

SELECTED TRAINING & CERTIFICATIONS

CORPORATION FOR POSITIVE CHANGE | *Foundations of Appreciative Inquiry (4 days)*
INTERACTION INSTITUTE FOR SOCIAL CHANGE | *The Masterful Trainer (2 days), Essential Facilitation (3 days), Facilitative Leadership (2 days)*
AHA! PROCESS, INC. | *Bridges Out of Poverty (2 days)*

David P. Wagner, MURP, MHCM, CMPE

Operations and Compliance Executive

Over 10 years guiding successful financial and operational compliance in healthcare facilities

Proven and repeated success guiding finance, compliance and reporting operations for healthcare organizations with emphasis on Federally Qualified Health Centers (FQHCs). Expert at financial management, guiding billing and reimbursement strategies to optimize revenue. Extensive knowledge of healthcare regulatory requirements, including detailed knowledge of the HRSA 330 program, guiding policy and program implementations to develop facility adherence.

Highlights of Expertise

- Interim CFO / CFO Coaching
- Operational Dashboards
- Compliance Auditing
- Staff Training Programs
- Build / Rebuild Financial Operations
- Budgeting / Budget Administration
- Regulatory Reporting
- Process Improvement
- Risk Identification / Avoidance
- Data Management / Analysis

Career Experience

FQHC Consultants, Inc., Miami, Florida

Consult with recipients of HRSA 330 programs to ensure grant compliance and provide technical assistance optimizing program success.

DIRECTOR / FISCAL, COMPLIANCE, AND OPERATIONAL CONSULTANT (1986 to Present)

Assist Federally Qualified Health Centers (FQHCs) and Rural Health Centers (RHCs) maintain quality, financial, and governance compliance with HRSA 330 program guidelines. Perform operational site visits to evaluate facility compliance with program terms.

- Acted as interim CFO / CFO coach for organizations growing into needing a full-time CFO, those who recently lost a CFO and needing a bridge until a permanent placement is hired, and those with controllers growing into the CFO role.
- Helped grantees meet quality measures through performance of Quality Improvement Plan Do Study Act cycles including data review, systems and chart audits, and quality reporting.
- Maintained organizational compliance with regulatory requirements encompassing fraud, waste, and abuse, physician self-referral, anti-kickback, HIPAA, and Medicare and Medical billing compliance.
- Boosted financial performance through analysis and reporting of financial data and design, implementation, and review of systems for financial monitoring including billing, collections, payroll, and accounts payable.
- Built operational dashboards to communicate financial and operational metrics with variance analysis against budgetary and operational goals to ensure easy communication with board, leadership, and staff.
- Collaborated with clients to develop and submit all required reporting, documentation, and applications to adhere with HRSA 330 requirements.

Genuine Health Group, Miami, Florida

Guided strategic direction and policy development to support organizational compliance with healthcare regulatory requirements including those for the Medicare Shared Savings Program (MSSP) ACO while aligning operational activities with organizational goals.

continued...

CHIEF COMPLIANCE OFFICER (2017 to 2019)

Led implementation and design of quality reporting infrastructure and compliance programs including staff training. Assisted Medical Director in providing strategic direction to compliance and quality measures in alignment with organizational goals.

- Promoted quality through continuous provider training on efficient use of quality reporting dashboards for on-going quality management.
- Ensured accurate quality submissions and CMS quality validation study defense while building department from the ground-up.
- Met continued compliance goals through education of staff members including training the data collection team on reporting measures, data collection, and process level quality measures validation and reporting.
- Drew beneficiaries into the system providing growth through strategic partnerships with participants and liaising with provider groups.
- Improved data analysis and quality reporting through implementation of Arcadia Analytics system.

Baroma Health Partners, Miami, Florida

Handled management of all operations through strategic policy and program development to ensure financial success, regulatory compliance, and business growth.

DIRECTOR OF QUALITY AND CHIEF COMPLIANCE OFFICER (2014 to 2016)

Audited operations to ensure efficient operations providing top-level patient care while growing revenue. Managed financial performance developing routine reporting to monitor success and identify areas of improvement.

- Guided successful compliance through design, implementation, and management of strategic program including auditing, training, and reporting on all quality and regulatory requirements according to MSSP program guidelines.
- Crafted programs and strategic dashboards to improve quality and decrease costs throughout the ACO in collaboration with care coordinator.
- Wrote and gained approval for application for Next Generation ACO model with the CMS Innovation Center.
- Implemented Health Endeavors program to promote care management and quality reporting.
- Led top-down compliance through design of training for Board of Directors including development of a dashboard for quality tracking, reporting, and improvement tracking.

Banyan Community Health Center, Miami, Florida

Drove operational efficiency through staff education and implementation of multiple systems overseeing quality, reporting, and compliance.

INTERIM CHIEF OPERATING OFFICER (2012 to 2013)

Developed programs, policies, and procedures to guide operational functions for efficiency and quality while optimizing organizational performance. Managed all implementations and projects to improve operations and provide strategic business growth.

- Guided contracting with Medicare and Medicaid managed care plans including design and implementation of credential tracking system.
- Developed top-level teams through design and implementation of physician training encompassing coding, billing, systems, and overall operations.

continued...

- Maintained regulatory compliance through managing reporting to HRSA including NCC update reports, UDS reports, and FFR.
- Led 330 Grant compliance through writing and editing of policy and procedure manuals and prepared site for first HRSA visit.
- Grew patient census through crafting and implementing community outreach including promotion to the local community and developing health screening protocols for local events.
- Maximized reimbursement through tailoring of the billing system, implementation of a peer review system, and establishment of the Billing and Reimbursement Compliance Program.

Additional Experience

Vice President of Operations (2011 to 2012) ▪ Daughters of Charity Services of New Orleans, New Orleans, Louisiana

Clinic Operations Manager – Ochsner Baptist (2010 to 2011) ▪ Ochsner Health System, New Orleans, Louisiana

Director of Operations, Multispecialty Group Practice (2008 to 2010) ▪ Crescent City Physicians, Inc., New Orleans, Louisiana

Education & Credentials

Executive Master of Healthcare Management

University of New Orleans, New Orleans, Louisiana
Summa cum Laude

Master of Urban and Regional Planning, Real Estate Development and Finance Concentration

University of New Orleans, New Orleans, Louisiana
Summa cum Laude

Bachelor of Business Administration, International Business and Finance

Loyola University, New Orleans, Louisiana

Certifications and Licenses

- LEAN/Six Sigma Green Belt (In Certification for Black Belt Status)
- Certified Medical Practice Executive – American College of Medical Practice Executives

Affiliations

- Medical Group Management Association (MGMA) – Member
- New Orleans MGMA Chapter – Vice President, 2011-2012
- South Florida MGMA – Secretary, 2012-2014
- The Honor Society of Phi Kappa Phi – Member
- Sigma Iota Epsilon, The National Honorary and Professional Management Fraternity – Member
- The International Honor Society, Beta Gamma Sigma – Member
- American College of Healthcare Executives – Former Member
- Professional Association of Health Care Office Management Association – Former Member

Military Service

- U.S. Airforce Reserve – Production Control / Civil Engineering Assistant

AMOSKEAG HEALTH

Key Personnel

PRIMARY CARE SERVICES

SFY20: April 1, 2020 - June 30, 2020 (3 months)

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Kris McCracken	Chief Executive Officer	$49,998.00	0%	$0.00
Gavin Muir, MD	Chief Medical Officer	$72,342.40	0%	$0.00
Janet Langlois	Chief Financial Officer	$37,044.80	0%	$0.00
David Wagner	Chief Operating Officer	$37,502.40	0%	$0.00
Betsy Burtis	Chief Officer for Integrated Health	$28,745.60	0%	$0.00

AMOSKEAG HEALTH

Key Personnel

PRIMARY CARE SERVICES

July 1, 2020 - June 30, 2021 (12 months)

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Kris McCracken	Chief Executive Officer	$199,992.00	0%	$0.00
Gavin Muir, MD	Chief Medical Officer	$289,369.60	0%	$0.00
Janet Langlois	Chief Financial Officer	$148,179.20	0%	$0.00
David Wagner	Chief Operating Officer	$150,009.60	0%	$0.00
Betsy Burtis	Chief Officer for Integrated Health	$114,982.40	0%	$0.00

AMOSKEAG HEALTH

Key Personnel

PRIMARY CARE SERVICES

July 1, 2021 – March 31, 2022 (9 months)

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Kris McCracken	Chief Executive Officer	$152,693.89	0%	$0.00
Gavin Muir, MD	Chief Medical Officer	$220,933.69	0%	$0.00
Janet Langlois	Chief Financial Officer	$113,134.82	0%	$0.00
David Wagner	Chief Operating Officer	$114,532.33	0%	$0.00
Betsy Burtis	Chief Officer for Integrated Health	$87,789.06	0%	$0.00

MLC
276

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES
29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

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May 31, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into **retroactive** agreements with the fifteen (15) vendors, as listed in the tables below, for the provision of primary health care services that include preventive and episodic health care for acute and chronic health conditions for people of all ages, statewide; including pregnant women, children, adolescents, adults, the elderly and homeless individuals, effective **retroactive** to April 1, 2018 upon Governor and Executive Council approval through March 31, 2020. 26% Federal Funds and 74% General Funds.

Primary Care Services			
Vendor	**Vendor Number**	**Location**	**Amount**
Ammonoosuc Community Health Services, Inc.	177755-R001	25 Mount Eustis Road, Littleton, NH 03561	$373,662
Coos County Family Health Services, Inc.	155327-B001	133 Pleasant Street, Berlin, NH 03570	$213,277
Greater Seacoast Community Health	154703-B001	311 Route 108, Somersworth, NH 03878	$1,017,629
HealthFirst Family Care Center	158221-B001	841 Central Street, Franklin, NH 03235	$477,877
Indian Stream Health Center	165274-B001	141 Corliss Lane, Colebrook, NH 03576	$157,917

Lamprey Health Care, Inc.	177677-R001	207 South Main Street, Newmarket, NH 03857	$1,049,538
Manchester Community Health Center	157274-B001	145 Hollis Street, Manchester NH 03101	$1,190,293
Mid-State Health Center	158055-B001	101 Boulder Point Drive, Suite 1, Plymouth, NH 03264	$306,570
Weeks Medical Center	177171-R001	170 Middle Street, Lancaster, NH 03584/PO Box 240, Whitefield, NH 03598	$180,885
Sub-Total			***$4,967,648***

Primary Care Services for Specific Counties			
Vendor	**Vendor Number**	**Location**	**Amount**
Manchester Community Health Center	157274-B001	145 Hollis Street, Manchester NH 03101	$80,000
Concord Hospital	177653-B011	250 Pleasant St, Concord, NH 03301	$484,176
White Mountain Community Health Center	174170-R001	298 White Mountain Highway, PO Box 2800, Conway, NH 03818	$352,976
Sub-Total			***$917,152***

Primary Care Services for the Homeless			
Vendor	**Vendor Number**	**Location**	**Amount**
Greater Seacoast Community Health	154703-B001	311 Route 108, Somersworth, NH 03878	$146,488
Harbor Homes, Inc.	155358-B001	77 Northeastern Blvd, Nashua, NH 03062	$150,848
Sub-Total			***$297,336***

Primary Care Services for the Homeless – Sole Source for Manchester Department of Public Health			
Vendor	**Vendor Number**	**Location**	**Amount**
Manchester Health Department	177433-B009	1528 Elm Street, Manchester, NH 03101	$155,650
Sub-Total			***$155,650***
Primary Care Services Total Amount			**$6,337,786**

Funds are available in the following account for State Fiscal Years 2018 and 2019, and anticipated to be available in State Fiscal Year 2020, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

05-95-90-902010-51900000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, MATERNAL - CHILD HEALTH

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Svcs	90080100	$792,224
2019	102-500731	Contracts for Program Svcs	90080100	$3,168,891
2020	102-500731	Contracts for Program Svcs	90080100	$2,376,671
Total				**$6,337,786**

EXPLANATION

This request is **retroactive** as the Request for Proposals timeline extended beyond the expiration date of the previous primary care services contracts. The Request for Proposals was reissued to ensure that services would be provided in specific counties and in the City of Manchester, where the need is the greatest. Continuing this service without interruption allows for the availability of primary health care services for New Hampshire's most vulnerable populations who are at disproportionate risk of poor health outcomes and limited access to preventative care.

The agreement with the Manchester Health Department is **sole source**, as it is the only vendor capable and amenable to provide primary health care services to the homeless population of the City of Manchester. This community has been disproportionately impacted by the opioid crisis; increasing health risks to individuals who experience homelessness.

The purpose of these agreements is to provide primary health care services that include preventive and ongoing heath care for acute and chronic health conditions for people of all ages, including pregnant women, children, adolescents, adults, the elderly and the homeless. Primary and preventative health care services are provided to underserved, low-income and homeless individuals who experience barriers to accessing health care due to issues such as lack of insurance, inability to pay, limited language proficiency and geographic isolation. Primary care providers provide an array of enabling patient-centered services such as care coordination, translation services, transportation, outreach, eligibility assistance, and health education. These services assist individuals in overcoming barriers to achieve their optimal health.

Primary Care Services vendors were selected for this project through competitive bid processes. The Request for Proposals for Primary Care Services was posted on the Department of Health and Human Services' website from December 12, 2017 through January 23, 2018. A separate Request for Proposals to address a deficiency in Primary Care Services for specific counties was posted on the Department's website from February 12, 2018 through March 2, 2018. Additionally, the Request for Proposals for Primary Care Services for the Homeless was posted on the Department's website from January 26, 2018 through March 13, 2018.

The Department received fourteen (14) proposals. The proposals were reviewed and scored by a team of individuals with program specific knowledge. The Score Summaries are attached. A separate sole source agreement is requested to address the specific need of the homeless population of the City of Manchester.

As referenced in the Request for Proposals and in Exhibit C-1, Revisions to General Provisions, these Agreements reserve the option to extend contract services for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The Department will directly oversee and manage the contracts to ensure that quality improvement, enabling and annual project objectives are defined in order to measure the effectiveness of the program.

Should the Governor and Executive Council not authorize this request, the Department may be unable to ensure preventive and regular health care for acute and chronic health conditions for low income and homeless individuals of all ages, including pregnant women, children, adolescents, adults, and the elderly throughout the state.

Area served: Statewide.

Source of Funds: 26% Federal Funds from the US Department of Health and Human Services, Human Resources & Services Administration (HRSA), Maternal and Child Health Services (MCHS) Catalog of Federal Domestic Assistance (CFDA) #93.994, Federal Award Identification Number (FAIN), B04MC30627 and 74% General Funds.

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

Respectfully submitted,

Lisa Morris, MSSW
Director

Approved by:
Jeffrey A. Meyers
Commissioner

Subject: Primary Care Services (RFP-2018-DPHS-15-PRIMA)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Manchester Community Health Center		1.4 Contractor Address 145 Hollis Street, Manchester, NH 03101	
1.5 Contractor Phone Number 603-935-5210	1.6 Account Number 05-95-90-902010-51900000-102-500731	1.7 Completion Date March 31, 2020	1.8 Price Limitation $1,190,293
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Kris McCracken, President/ CEO	

1.13 Acknowledgement: State of New Hampshire, County of Hillsborough

On April 3, 2018, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Sarah Gibson

SARAH E. GIBSON
MY COMMISSION EXPIRES SEPT. 7, 2021
NOTARY PUBLIC NEW HAMPSHIRE

1.13.2 Name and Title of Notary or Justice of the Peace

Sarah Gibson, Notary Public

1.14 State Agency Signature Date: 4/26/18	1.15 Name and Title of State Agency Signatory Lisa Morris Director, DPHS

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(If applicable)*

By: On: 5/22/18

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials _____
Date 4/3/18

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials _____
Date 4/3/18

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials _____
Date 4/3/18

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered. The Department shall be the payor of last resort.

1.4. Preventative and Primary Health Care, as well as related Care Management and Enabling Services shall be provided to individuals of all ages, statewide, who are:

1.4.1. Uninsured.

1.4.2. Underinsured.

1.4.3. Low-income (defined as <185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines.

1.5. The Contractor shall remain in compliance with all applicable state and federal laws for the duration of the contract period, including but not limited to:

1.5.1. NH RSA 141-C and Administrative Rule He-P 301, adopted 6/3/08, which requires the reporting of all communicable diseases.

1.5.2. NH RSA 169:C, Child Protection Act; NH RSA 161-F46, Protective Services to Adults, NH RSA 631:6, Assault and Related Offences, and RSA 130:A, Lead Paint Poisoning and Control.

1.5.3. NH RSA 141-C and the Immunization Rules promulgated, hereunder.

2. Eligibility Determination Services

2.1. The Contractor shall notify the Department, in writing, if access to Primary Care Services for new patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

2.2. The Contractor shall assist individuals with completing a Medicaid/Expanded Medicaid and other health insurance application when income calculations indicate possible Medicaid eligibility.

2.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered.

2.4. The Contractor shall post a notice in a public and conspicuous location noting that no individual will be denied services for an inability to pay.

2.5. The Contractor shall develop and implement a sliding fee scale for services in accordance with the Federal Poverty Guidelines. The Contractor shall make the sliding fee scale available to the Department upon request.

3. Primary Care Services

3.1. The Contractor shall ensure primary care services are provided by a New Hampshire licensed Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Advanced Practice Registered Nurse (APRN) or Physician Assistant (PA) to eligible individuals in the service area.

3.2. The Contractor shall ensure primary care services include, but are not limited to:

3.2.1. Reproductive health services.

3.2.2. Perinatal health services including but not limited to access to obstetrical services either on-site or by referral.

3.2.3. Preventive services, screenings and health education in accordance with established, documented state or national guidelines.

3.2.4. Integrated behavioral health services.

3.2.5. Pathology, radiology, surgical and CLIA certified laboratory services either on-site or by referral.

3.2.6. Assessment of need and follow-up/referral as indicated for:

3.2.6.1. Tobacco cessation, including referral to QuitWorks-NH, www.QuitWorksNH.org.

3.2.6.2. Social services.

3.2.6.3. Chronic Disease management, including disease specific referral and self-management education such as referral to Diabetes Self-Management Education (DSME) as recommended by American Diabetes Association (ADA).

3.2.6.4. Nutrition services, including Women, Infants and Children (WIC) Food and Nutrition Service, as appropriate;

3.2.6.5. Screening, Brief Intervention and Referral to Treatment (SBIRT) services, including but not limited to contact with the Regional Public Health Network Continuum of Care Development Initiative.

3.2.6.6. Referrals to health, home care, oral health and behavioral health specialty providers who offer sliding scale fees, when available.

3.3. The Contractor shall provide care management for individuals enrolled for

primary care services, which includes, but is not limited to:

3.3.1. Integrated and coordinated services that ensure patients receive necessary care, including behavioral health and oral care when and where it is needed and wanted, in a culturally and linguistically appropriate manner.

3.3.2. Access to a healthcare provider by telephone twenty-four (24) hours per day, seven (7) days per week, directly, by referral or subcontract.

3.3.3. Care facilitated by registries; information technology; health information exchanged.

3.4. The Contractor shall provide and facilitate enabling services, which are non-clinical services that support the delivery of basic primary care services, and facilitate access to comprehensive patient care as well as social services that include, but are not limited to:

3.4.1. Benefit counseling.

3.4.2. Health insurance eligibility and enrollment assistance.

3.4.3. Health education and supportive counseling.

3.4.4. Interpretation/translation for individuals with Limited English Proficiency or other communication needs.

3.4.5. Outreach, which may include the use of community health workers.

3.4.6. Transportation.

3.4.7. Education of patients and the community regarding the availability and appropriate use of health services.

4. Quality Improvement

4.1. The Contractor shall develop, define, facilitate and implement a minimum of two (2) Quality Improvement (QI) projects, which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of targeted patient groups.

4.1.1. One (1) quality improvement project must focus on the performance measure as designated by MCHS. (Defined as Adolescent Well Visits for SFY 2018 – 2019)

4.1.2. The other(s) will be chosen by the vendor based on previous performance outcomes needing improvement.

4.2. The Contractor shall utilize Quality Improvement Science to develop and implement a QI Workplan for each QI project. The QI Workplan will include:

4.2.1. Specific goals and objectives for the project period; and

4.2.2. Evaluation methods used to demonstrate improvement in the quality, efficiency, and effectiveness of patient care.

4.3. The Contractor shall include baseline measurements for each area of

improvement identified in the QI projects, to establish health care services and health status of targeted patient groups to be improved upon.

4.4. The Contractor may utilize activities in QI projects that enhance clinical workflow and improve patient outcomes, which may include, but are not limited to:

4.4.1.1. EMR prompts/alerts.

4.4.1.2. Protocols/Guidelines.

4.4.1.3. Diagnostic support.

4.4.1.4. Patient registries.

4.4.1.5. Collaborative learning sessions.

5. Staffing

5.1. The Contractor shall ensure all health and allied health professions have the appropriate, current New Hampshire licenses whether directly employed, contracted or subcontracted.

5.2. The Contractor shall employ a medical services director with special training and experience in primary care who shall participate in quality improvement activities and be available to other staff for consultation, as needed.

5.3. The Contractor shall notify the Maternal and Child Health Section (MCHS), in writing, of any newly hired administrator, clinical coordinator or any staff person essential to providing contracted services and include a copy of the individual's resume, within thirty (30) days of hire.

5.4. The Contractor shall notify the MCHS, in writing, when:

5.4.1. Any critical position is vacant for more than thirty (30) days;

5.4.2. There is not adequate staffing to perform all required services for any period lasting more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

6. Coordination of Services

6.1. The Contractor shall participate in activities within their Public Health Region, as appropriate, to enhance the integration of community-based public health prevention and healthcare initiatives being implemented, including but not limited to:

6.1.1. Community needs assessments;

6.1.2. Public health performance assessments; and

6.1.3. Regional health improvement plans under development.

6.2. The Contractor shall participate in and coordinate public health activities, as requested by the Department, during any disease outbreak and/or emergency that affects the public's health.

7. Required Meetings & Trainings

7.1. The Contractor shall attend meetings and trainings facilitated by the MCHS programs that include, but are not limited to:

7.1.1. MCHS Agency Directors' meetings;

7.1.2. MCHS Primary Care Coordinators' meetings, which are held two (2) times per year, which may require attendance by agency quality improvement staff; and

7.1.3. MCHS Agency Medical Services Directors' meetings.

8. Workplans, Outcome Reports & Additional Reporting Requirements

8.1. The Contractor shall collect and report data as detailed in Exhibit A-1 "Reporting Metrics" according to the Exhibit A-2 "Report Timing Requirements".

8.2. The Contractor shall submit reports as defined within Exhibit A-2 "Report Timing Requirements".

8.3. The Contractor shall submit an updated budget narrative, within thirty (30) days of the contract execution date and annually, as defined in Exhibit A-2 "Report Timing Requirements". The budget narrative shall include, at a minimum;

8.3.1. Staff roles and responsibilities, defining the impact each role has on contract services;

8.3.2. Staff list, defining;

8.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

8.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

8.4. In addition to the report defined within Exhibit A-2 "Report Timing Requirements", the Contractor shall submit a Sources of Revenue report at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

9. On-Site Reviews

9.1. The Contractor shall permit a team or person authorized by the Department to periodically review the Contractor's:

9.1.1. Systems of governance.

9.1.2. Administration.

9.1.3. Data collection and submission.

9.1.4. Clinical and financial management.

9.1.5. Delivery of education services.

9.2. The Contractor shall cooperate with the Department to ensure information needed for the reviews is accessible and provided. The Contractor shall ensure information includes, but is not limited to:

9.2.1. Client records.

9.2.2. Documentation of approved enabling services and quality improvement projects, including process and outcome evaluations.

9.3. The Contractor shall take corrective actions, as advised by the review team, if services provided are not in compliance with the contract requirements.

10. Performance Measures

10.1. The Contractor shall ensure that the following performance indicators are annually achieved and monitored quarterly to measure the effectiveness of the agreement:

10.1.1. Annual improvement objectives shall be defined by the vendor and submitted to the Department. Objectives shall be measurable, specific and align to the provision of primary care services defined within Exhibit A-1 "Reporting Metrics"

Exhibit A-1 – Reporting Metrics

1. **Definitions**

1.1. **Measurement Year** – Measurement Year consists of 365 days and is defined as either:

1.1.1. The calendar year, (January 1st through December 31st); or

1.1.2. The state fiscal year (July 1st through June 30th).

1.2. **Medical Visit** – Medical visit is defined as any office visit including all well-care and acute-care visits.

1.3. **HEDIS** – Healthcare Effectiveness Data and Information Set

1.4. **NQF** – National Quality Forum

1.5. **Title V** – Federal Maternal and Child Health Services Block Grant

1.6. **UDS** – Uniform Data System

1.7. **NH MCHS** – New Hampshire Maternal and Child Health Section

2. **MCHS PRIMARY CARE PERFORMANCE MEASURES**

2.1. **Breastfeeding**

2.1.1. Percent of infants who are ever breastfed (Title V PM #4).

2.1.1.1. Numerator: All patient infants who were ever breastfed or received breast milk.

2.1.1.2. Numerator Note: The American Academy of Pediatrics recommends all infants exclusively breastfeed for about six (6) months as human milk supports optimal growth and development by providing all required nutrients during that time.

2.1.1.3. Denominator: All patient infants born in the measurement year.

2.2. **Preventive Health: Lead Screening**

2.2.1. Percent of children three (3) years of age who had two (2) or more capillary or venous lead blood test for lead poisoning by their third birthday. (NH MCHS).

2.2.1.1. Numerator: All patient children who received at least one capillary or venous lead screening test between nine (9) months to eighteen (18) months of age **AND** one (1) capillary or venous lead screening test between nineteen (19) to thirty (30) months of age.

2.2.1.2. Denominator: All patient children who turned three (3) years old during the measurement year that had at least one (1) medical visit during the measurement year.

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2.3. **Preventive Health: Adolescent Well-Care Visit**

2.3.1. Percent of adolescents, twelve (12) through twenty-one (21) years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year (HEDIS).

2.3.1.1. Numerator: Number of adolescents, ages 12 through 21 years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year.

2.3.1.2. Denominator: Number of patient adolescents, ages 12 through 21 years of age by the end of the measurement year.

2.4. **Preventive Health: Depression Screening**

2.4.1. Percentage of patients ages twelve (12) and older screened for clinical depression using an age appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NQF 0418, UDS).

2.4.1.1. Numerator: Patients twelve (12) years and older who are screened for clinical depression using an age-appropriate standardized depression screening tool **AND** if positive, a follow-up plan documented.

2.4.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented follow-up plan.

2.4.1.3. Denominator: All patients twelve (12) years and older by the end of the measurement year who had at least one (1) medical visit during the measurement year.

2.4.1.4. Denominator Exception: Depression screening not performed due to medical contraindicated or patient refusal.

2.4.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as suicide risk assessment and/or referral to practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.4.2. Maternal Depression Screening

2.4.2.1. Percentage of women who are screened for clinical depression during any visit up to twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NH MCHS).

2.4.2.1.1. Numerator: Women who are screened for clinical depression during the first twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if screened positive have documented follow-up plan.

2.4.2.1.2. Numerator Note: Numerator includes women who screened negative PLUS women who screened positive AND have documented follow-up plan.

2.4.2.1.3. Denominator: All women who had any office visit up to twelve (12) weeks following delivery during the measurement year.

2.4.2.1.4. Denominator Exception: Documentation of depression screening not performed due to medical contraindicated or patient refusal.

2.4.2.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as Suicide Risk Assessment and/or referral to a practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.5. **Preventive Health: Obesity Screening**

2.5.1. Percentage of patients aged 18 years and older with a calculated BMI in the past six months or during the current visit documented in the medical record AND if the most recent BMI is outside of normal parameters, a follow-up plan is documented (NQF 0421, UDS).

2.5.1.1. Normal parameters: Age 65 and older BMI $\geq$ 23 and < 30

2.5.1.2. Age 18 through 64

BMI $\geq$ 18.5 and < 25

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2.5.1.3. Numerator: Patients with BMI calculated within the past six months or during the current visit and a follow-up plan documented if the BMI is outside of parameters (Normal BMI + abnormal BMI with documented plan).

2.5.1.4. Definition of Follow-Up Plan: Proposed outline of follow-up plan to be conducted as a result of BMI outside of normal parameters. The follow-up plan can include documentation of a future appointment, education, referral (such as registered dietician, nutritionist, occupational therapist, primary care physician, exercise physiologist, mental health provider, surgeon, etc.), prescription of/administration of dietary supplements, exercise counseling, nutrition counseling, etc.

2.5.1.5. Denominator: All patients aged 18 years and older who had at least one (1) medical visit during the measurement year.

2.5.2. Percent of patients aged 3 through 17 who had evidence of BMI percentile documentation AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year (UDS).

2.5.2.1. Numerator: Number of patients in the denominator who had their BMI percentile (not just BMI or height and weight) documented during the measurement year AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year.

2.5.2.2. Denominator: Number of patients who were one year after their second birthday (i.e., were 3 years of age) through adolescents who were aged up to one year past their 16th birthday (i.e., up until they were 17) at some point during the measurement year, who had at least one medical visit during the reporting year, and were seen by the health center for the first time prior to their 17th birthday.

2.6. **Preventive Health: Tobacco Screening**

2.6.1. Percent of patients aged 18 years and older who were screened for tobacco use at least once during the measurement year or prior year AND who received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user (UDS).

2.6.1.1. Numerator: number of patients in the denominator for whom documentation demonstrates that patients were queried about their tobacco use one or more times during their most recent visit OR within twenty-four (24) months of the most

recent visit and received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user.

2.6.1.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.6.1.4. Definitions:

2.6.1.4.1. Tobacco Use: Includes any type of tobacco.

2.6.1.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy.

2.6.2. Percent of women who are screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user (NH MCHS).

2.6.2.1. Numerator: Pregnant women who were screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user.

2.6.2.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.2.3. Denominator: All women who delivered a live birth in the measurement year.

2.6.2.4. Definitions:

2.6.2.4.1. Tobacco Use: Includes any type of tobacco

2.6.2.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy

2.7. At Risk Population: Hypertension

2.7.1. Percentage of patients aged 18 through 85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90mmHG) during the measurement year (NQF 0018).

2.7.1.1. Numerator: Number of patients from the denominator with blood pressure measurement less than 140/90 mm HG at the time of their last measurement.

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2.7.1.2. Denominator: Number of patients age 18 through 85 with diagnosed hypertension (must have been diagnosed with hypertension 6 or more months before the measurement date) who had at least one (1) medical visit during the measurement year. (Excludes pregnant women and patients with End Stage Renal Disease.)

2.8. Patient Safety: Falls Screening

2.8.1. Percent of patients aged 65 years and older who were screened for fall risk at least once within 12 months (NH MCHS).

2.8.1.1. Numerator: Patients who were screened for fall risk at least once within the measurement year.

2.8.1.2. Denominator: All patients aged 65 years and older seen by a health care provider within the measurement year.

2.9. SBIRT

2.9.1. SBIRT – Percent of patients aged 18 years and older who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.1.1. Numerator: Number of patients in the denominator who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, who received a brief intervention and/or referral to services.

2.9.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.1.3. Denominator: Number of patients aged 18 years and older seen for annual/preventive visit within the measurement year.

2.9.1.4. Definitions:

2.9.1.4.1. Substance Use: Includes any type of alcohol or drug.

2.9.1.4.2. Brief Intervention: Includes guidance or counseling.

2.9.1.4.3. Referral to Services: includes any recommendation of direct referral for substance abuse services.

2.9.2. Percent of pregnant women who were screened, using a formal valid screening tool, for substance use, during every trimester they are

enrolled in the prenatal program AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.2.1. Numerator: Number of women in the denominator who were screened for substance use, using a formal and valid screening tool, during each trimester that they were enrolled in the prenatal program AND if positive, received a brief intervention or referral to services

2.9.2.2. Numerator Note: numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.2.3. Denominator: Number of women enrolled in the agency prenatal program and who had a live birth during the measurement year.

Exhibit A-2 – Report Timing Requirements

1.1. **Primary Care Services Reporting Requirements**

1.1.1. The reports are required due on the date(s) listed, or, in years where the date listed falls on a non-business day, reports are due on the Friday immediately prior to the date listed.

1.1.2. The Vendor is required to complete and submit each report, following instructions sent by the Department

1.1.3. An updated budget narrative must be provided to the Department, within thirty (30) days of contract approval. The budget narrative must include, at a minimum;

1.1.3.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.1.3.2. Staff list, defining;

1.1.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.1.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

1.2. **Annual Reports**

1.2.1. The following reports are required annually, on or prior to;

1.2.1.1. March 31st;

1.2.1.1.1. Uniform Data Set (UDS) Data tables reflecting program performance for the previous calendar year;

1.2.1.1.2. Budget narrative, which includes, at a minimum;

1.2.1.1.2.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.2.1.1.2.2. Staff list, defining;

1.2.1.1.2.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.2.1.1.2.2.2. The individual cost, in U.S. Dollars, of each

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identified individual allocated to contract services.

1.2.1.2. July 31st;

1.2.1.2.1. Summary of patient satisfaction survey results obtained during the prior contract year;

1.2.1.2.2. Quality Improvement (QI) Workplans, Performance Outcome Section

1.2.1.2.3. Enabling Services Workplans, Performance Outcome Section

1.2.1.3. September 1st;

1.2.1.3.1. QI workplan revisions, as needed;

1.2.1.3.2. Enabling Service Workplan revisions, as needed;

1.2.1.3.3. Correction Action Plan (Performance Measure Outcome Report), as needed;

1.3. **Semi-Annual Reports**

1.3.1. Primary Care Services Measure Data Trend Table (DTT), due on;

1.3.1.1. July 31, 2018 (measurement period July 1– June 30) and;

1.3.1.2. January 31 (measurement period January 1 – December 31).

1.4. **The following report is required 30 days following the end of each quarter, beginning in State Fiscal Year 2018;**

1.4.1. Perinatal Client Data Form (PCDF);

1.4.1.1. Due on April 30, July 31, October 31 and January 31

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Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This contract is funded with general and federal funds. Department access to supporting funding for this project is dependent upon meeting the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) (https://www.cfda.gov) #93.994, Maternal and Child Health Services Block Grant to the States

3. The Contractor shall not use or apply contract funds for capital additions, improvements, entertainment costs or any other costs not approved by the Department.

4. Payment for services shall be as follows:

   4.1. Payments shall be on a cost reimbursement basis for approved actual costs in accordance with Exhibits B-1 through Exhibit B-3.

   4.2. The Contractor shall submit invoices in a form satisfactory to the State no later than the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor agrees to keep detailed records of their activities related to Department-funded programs and services.

      4.2.1. Expenditure detail may be requested by the Department on an intermittent basis, which the Contractor must provide.

      4.2.2. Onsite reviews may be required.

   4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

   4.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or invoices may be mailed to:

      Financial Administrator

      Department of Health and Human Services

      Division of Public Health

      29 Hazen Dr.

      Concord, NH 03301

4.5. The final invoice shall be due to the State no later than forty (40) days after the date specified in Form P-37, Block 1.7 Completion Date.

4.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

5. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjusting encumbrances between State Fiscal Years within the price limitation may be made without obtaining approval of the Governor and Executive Council, upon written agreement of both parties.

Exhibit B-1

New Hampshire Department of Health and Human Services

Bidder/Program Name: Manchester Community Health Center

Budget Request for: Primary Care Services

Budget Period: SFY 2018 (April 1, 2018 – June 30, 2018)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 111,235.02	$ 11,124.00	$ 122,359.02	$ -	$ -	$ -	$ 111,235.02	$ 11,124.00	$ 122,359.02
2. Employee Benefits	$ 21,874.98	$ 2,188.00	$ 24,062.98	$ -	$ -	$ -	$ 21,874.98	$ 2,188.00	$ 24,062.98
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 2,150.00	$ 215.00	$ 2,365.00	$ -	$ -	$ -	$ 2,150.00	$ 215.00	$ 2,365.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 135,260.00	$ 13,527.00	$ 148,787.00	$ -	$ -	$ -	$ 135,260.00	$ 13,527.00	$ 148,787.00
Indirect As A Percent of Direct		10%						10%	

Contractor's Initials KH
Date 4/3/18

Exhibit B-2

New Hampshire Department of Health and Human Services

Bidder/Program Name: Manchester Community Health Center

Budget Request for: Primary Care Services

Budget Period: SFY 2019 (July 1, 2018 – June 30, 2019)

Line Item	Total Program Cost: Direct Incremental	Total Program Cost: Indirect Fixed	Total Program Cost: Total	Contractor Share / Match: Direct Incremental	Contractor Share / Match: Indirect Fixed	Contractor Share / Match: Total	Funded by DHHS contract share: Direct Incremental	Funded by DHHS contract share: Indirect Fixed	Funded by DHHS contract share: Total
1. Total Salary/Wages	$ 444,987.25	$ 44,499.00	$ 489,486.25	$ -	$ -	$ -	$ 444,987.25	$ 44,499.00	$ 489,486.25
2. Employee Benefits	$ 87,453.75	$ 8,746.00	$ 96,199.75	$ -	$ -	$ -	$ 87,453.75	$ 8,746.00	$ 96,199.75
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 8,500.00	$ 960.00	$ 9,460.00	$ -	$ -	$ -	$ 8,500.00	$ 960.00	$ 9,460.00
13. Other (specific details mandatory)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL:	$ 541,041.00	$ 54,105.00	$ 595,146.00	$ -	$ -	$ -	$ 541,041.00	$ 54,105.00	$ 595,146.00
Indirect As A Percent of Direct		10%						10%	

Exhibit B-3

New Hampshire Department of Health and Human Services

Bidder/Program Name: Manchester Community Health Center

Budget Request for: Primary Care Services

Budget Period: SFY 2020 (July 1, 2019 – March 31, 2020)

Line Item	Total Program Cost: Direct Incremental	Total Program Cost: Indirect Fixed	Total Program Cost: Total	Contractor Share / Match: Direct Incremental	Contractor Share / Match: Indirect Fixed	Contractor Share / Match: Total	Funded by DHHS contract share: Direct Incremental	Funded by DHHS contract share: Indirect Fixed	Funded by DHHS contract share: Total
1. Total Salary/Wages	$ 333,755.49	$ 33,376.00	$ 367,131.49	$ -	$ -	$ -	$ 333,755.49	$ 33,376.00	$ 367,131.49
2. Employee Benefits	$ 65,575.51	$ 6,558.00	$ 72,133.51	$ -	$ -	$ -	$ 65,575.51	$ 6,558.00	$ 72,133.51
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 6,450.00	$ 645.00	$ 7,095.00	$ -	$ -	$ -	$ 6,450.00	$ 645.00	$ 7,095.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 405,781.00	$ 40,579.00	$ 446,360.00	$ -	$ -	$ -	$ 405,781.00	$ 40,579.00	$ 446,360.00
Indirect As A Percent of Direct		10%						10%	

Contractor's Initials
Date 9/3/18

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

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

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

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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Division reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

145 Hollis Street, Manchester, NH 03101
1245 Elm Street, Manchester, NH 03101
184 Tarrytown Road, Manchester, NH 03103
88 McGregor Street, Manchester, NH 03102

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

Contractor Name: Manchester Community Health Center

4/3/18
Date

Name: Kris McCracken
Title: President/CEO

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name: Manchester Community Health Center

4/3/18
Date

Name: Kris McCracken
Title: President/CEO

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

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Manchester Community Health Center

4/3/18
Date

Name: Kris McCracken
Title: President/CEO

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.

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: Manchester Community Health Center

4/3/18
Date

Name: Kris McCracken
Title: President/CEO

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: Manchester Community Health Center

4/3/18
Date

Name: Kris McCracken
Title: President/CEO

HEALTH INSURANCE PORTABLITY 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, TitleXIII, 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.

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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 (l). 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

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

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.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	Manchester Community Health Center
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Kris McCracken
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, DPHS	President/CEO
Title of Authorized Representative	Title of Authorized Representative
4/26/18	4/3/18
Date	Date

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Manchester Community Health Center

4/3/18
Date

Name: Kris McCracken
Title: President/CEO

FORM A

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

1. The DUNS number for your entity is: 928664937

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 X 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: _____

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or

consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not

use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the

scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from 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. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

b. safeguard this information at all times.

c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS contact program and policy:
(Insert Office or Program Name)
(Insert Title)
DHHS-Contracts@dhhs.nh.gov

B. DHHS contact for Data Management or Data Exchange issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

C. DHHS contacts for Privacy issues:
DHHSPrivacyOfficer@dhhs.nh.gov

D. DHHS contact for Information Security issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

E. DHHS contact for Breach notifications:
DHHSInformationSecurityOffice@dhhs.nh.gov
DHHSPrivacy.Officer@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Primary Care Services

This 1st Amendment to the Primary Care Services (contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Coos County Family Health Services, Inc. (hereinafter referred to as "the Contractor"), a non-profit with a place of business at 54 Willow Street, Berlin, NH 03570.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018, (Item #27G), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2021.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $337,911.

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

   Nathan D. White, Director.

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

   603-271-9631.

5. Modify Exhibit A, Scope of Services by deleting it in its entirety and replacing with Exhibit A Amendment #1, Scope of Services, incorporated by reference and attached herein.

6. Modify Exhibit A-1, Reporting Metrics by deleting it in its entirety and replacing with Exhibit A-1, Reporting Metrics Amendment #1, incorporated by reference and attached herein.

7. Modify Exhibit A-2, Report Timing Requirements by deleting it in its entirety.

8. Modify Exhibit B, Methods and Conditions Precedent to Payment, Subsection 4.1 to read:

   4.1 Payments shall be on a cost reimbursement basis for approved actual costs in accordance with Exhibit B-1 through Exhibit B-5, Amendment #1 Budget, incorporated by reference and attached herein.

9. Add Exhibit B-4 Amendment #1, Budget, incorporated by reference and attached herein.

10. Add Exhibit B-5 Amendment #1, Budget, incorporated by reference and attached herein.

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

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

State of New Hampshire
Department of Health and Human Services

4/8/2020
Date

Name: ~~Lisa Morris~~ Ann Landry
Title: Director

Coos County Family Health Services, Inc.

4/7/2020
Date

Name:
Title: CEO

New Hampshire Department of Health and Human Services
Primary Care Services

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

OFFICE OF THE ATTORNEY GENERAL

4/17/20
Date

Name:
Title:

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. et seq.

1.4. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered. The Department shall be the payor of last resort.

1.5. The Contractor shall provide Preventative and Primary Health Care, as well as related Care Management and Enabling Services to individuals of all ages, statewide, who are:

1.5.1. Uninsured.

1.5.2. Underinsured.

1.5.3. Low-income (defined as <185% of the U.S. Department of Health and Human Services (US DHHS), Poverty Guidelines.

1.6. The Contractor shall comply with all applicable state and federal laws for the duration of the contract period, including but not limited to:

1.6.1. NH RSA 141-C and Administrative Rule He-P 301, adopted 6/3/08, which requires the reporting of all communicable diseases.

1.6.2. NH RSA 169:C, Child Protection Act; NH RSA 161-F46, Protective Services to Adults, NH RSA 631:6, Assault and Related Offences, and RSA 130:A, Lead Paint Poisoning and Control.

1.6.3. NH RSA 141-C and the Immunization Rules promulgated, hereunder.

2. Eligibility Determination Services

2.1. The Contractor shall notify the Department, in writing, if access to Primary Care Services for new patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

2.2. The Contractor shall assist individuals with completing a Medicaid/Expanded

Medicaid and other health insurance application when income calculations indicate possible Medicaid eligibility.

2.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered.

2.4. The Contractor shall post a notice in a public and conspicuous location noting that no individual will be denied services for an inability to pay.

2.5. The Contractor shall develop and implement a sliding fee scale for services in accordance with the Federal Poverty Guidelines.

2.6. The Contractor shall make the sliding fee scale available to the Department upon request.

3. Primary Care Services

3.1. The Contractor shall ensure primary care services are provided by a New Hampshire licensed Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Advanced Practice Registered Nurse (APRN) or Physician Assistant (PA) to eligible individuals in the service area.

3.2. The Contractor shall ensure primary care services include, but are not limited to:

3.2.1. Reproductive health services.

3.2.2. Perinatal health services including, but not limited to, access to obstetrical services either on-site or by referral.

3.2.3. Preventive services, screenings and health education in accordance with established, documented state or national guidelines.

3.2.4. Integrated behavioral health services.

3.2.5. Pathology, radiology, surgical and CLIA-certified laboratory services either on-site or by referral.

3.2.6. Assessment of need and follow-up/referral as indicated for:

3.2.6.1. Tobacco cessation, including referral to QuitWorks-NH, www.QuitWorksNH.org.

3.2.6.2. Social services.

3.2.6.3. Chronic Disease management, including disease specific referral and self-management education such as referral to Diabetes Self-Management Education (DSME) as recommended by American Diabetes Association (ADA).

3.2.6.4. Nutrition services, including Women, Infants and Children (WIC) Food and Nutrition Service, as appropriate;

3.2.6.5. Screening, Brief Intervention and Referral to Treatment

(SBIRT) services, including but not limited to contact with the Regional Public Health Network Continuum of Care Development Initiative.

3.2.6.6. Referrals to health, home care, oral health and behavioral health specialty providers who offer sliding scale fees, when available.

3.3. The Contractor shall provide care management for individuals enrolled for primary care services, which includes, but is not limited to:

3.3.1. Integrated and coordinated services that ensure patients receive necessary care, including behavioral health and oral care when and where it is needed and wanted, in a culturally and linguistically appropriate manner.

3.3.2. Access to a healthcare provider by telephone twenty-four (24) hours per day, seven (7) days per week, directly, by referral or subcontract.

3.3.3. Care facilitated by registries, information technology, and health information exchanged.

3.4. The Contractor shall provide and facilitate enabling services, which are non-clinical services, that support the delivery of basic primary care services.

3.5. The Contractor shall facilitate access to comprehensive patient care and social services, as appropriate, that may include, but are not limited to:

3.5.1. Benefits counseling.

3.5.2. Health insurance eligibility and enrollment assistance.

3.5.3. Health education and supportive counseling.

3.5.4. Interpretation/translation for individuals with Limited English Proficiency or other communication needs.

3.5.5. Outreach, which may include the use of community health workers.

3.5.6. Transportation.

3.5.7. Education of patients and the community regarding the availability and appropriate use of health services.

4. Quality Improvement

4.1. The Contractor shall develop, define, facilitate and implement a minimum of two (2) Quality Improvement (QI) projects, which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of targeted patient groups. The Contractor shall ensure:

4.1.1. One (1) QI project focuses on the performance measure designated by the Maternal and Child Health Section (MCHS), which is

Adolescent Well Visits for SFY 2020-2022.

4.1.1.1. A minimum of one (1) other QI project is selected from Exhibit A-1 "Reporting Metrics" MCHS Primary

4.1.1.2. Care Performance Measures are met according to previous performance outcomes identified as needing improvement.

4.2. The Contractor shall utilize Quality Improvement Science to develop and implement a QI Workplan for each QI project. The Contractor shall ensure the QI Workplan includes, but is not limited to:

4.2.1. Specific goals and objectives for the project period; and

4.2.2. Evaluation methods used to demonstrate improvement in the quality, efficiency, and effectiveness of patient care.

4.3. The Contractor shall include baseline measurements for each area of improvement identified in the QI projects, to establish health care services and health status of targeted patient groups in need of improvement.

4.4. The Contractor shall utilize activities in QI projects that enhance clinical workflow and improve patient outcomes, which may include, but are not limited to:

4.4.1. EMR prompts/alerts.

4.4.2. Protocols/Guidelines.

4.4.3. Diagnostic support.Patient registries.Collaborative learning sessions.

5. Staffing

5.1. The Contractor shall ensure all health and allied health professionals have the appropriate, current New Hampshire licenses whether directly employed, contracted or subcontracted.

5.2. The Contractor shall employ a medical services director who:

5.2.1. Has specialized training and experience in primary care services.

5.2.2. Participates in quality improvement activities.

5.2.3. Is available to other staff for consultation, as needed.

5.3. The Contractor shall notify the MCHS, in writing, of any newly hired administrator, clinical coordinator or staff person essential to providing contracted services. The Contractor shall ensure notification:

5.3.1. Is provided to the Department no later than thirty (30) days from the

date of hire.

5.3.2. Includes a copy of the newly hired individual's resume.

5.4. The Contractor shall notify the MCHS, in writing, when:

5.4.1. Any critical position is vacant for more than thirty (30) days.

5.4.2. There is not adequate staffing to perform all required services for any period lasting more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

6. Coordination of Services

6.1. The Contractor shall participate in activities within the Public Health Region, as appropriate, to enhance the integration of community-based public health prevention and healthcare initiatives being implemented, including but not limited to:

6.1.1. Community needs assessments.

6.1.2. Public health performance assessments.

6.1.3. Regional health improvement plans under development.

6.2. The Contractor shall participate in and coordinate public health activities, as requested by the Department, during any disease outbreak or emergency that affects the public's health.

7. Required Meetings & Trainings

7.1. The Contractor shall attend meetings and trainings facilitated by the MCHS programs that include, but are not limited to:

7.1.1. MCHS Agency Directors' meetings.

7.1.2. MCHS Primary Care Coordinators' meetings, which are held two (2) times per year, which may require attendance by agency quality improvement staff.

7.1.3. MCHS Agency Medical Services Directors' meetings.

8. Workplans, Outcome Reports & Additional Reporting Requirements

8.1. The Contractor shall collect and report data on the MCHS Primary Care Performance Measures detailed in Exhibit A--1 Reporting Metrics.

8.2. The Contractor shall submit an updated budget narrative, within thirty (30) days of any changes, ensuring the budget narrative includes, but is not limited to:

8.2.1. Staff roles and responsibilities, defining the impact each role has on contract services.

8.2.2. Staff list that details information that includes, but is not limited to:

8.2.2.1. The Full Time Equivalent percentage allocated to contract

services.

8.2.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

8.3. The Contractor shall submit a Sources of Revenue report at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

8.4. The Contractor shall submit reports on the date(s) listed, or, in years where the date listed falls on a non-business day, on the Friday immediately prior to the date listed.

8.5. The Contractor is required to complete and submit each report, as instructed by the Department.

8.6. The Contractor shall submit annual reports to the Department, including but not limited to:

8.6.1. Uniform Data Set (UDS) Data tables that reflect program performance for the previous calendar year no later than March 31st.

8.6.2. A summary of patient satisfaction survey results obtained during the prior contract year no later than July 31st.

8.6.3. Quality (QI) Workplans no later than July 31st.

8.6.4. Enabling Services Workplans no later than July 31st.

8.6.5. QI Workplan revisions, as appropriate, no later than September 1st.

8.6.6. Enabling Services Workplan revisions, as appropriate, no later than September 1st.

8.6.7. Corrective Action Plans relating to Performance Measure Outcome Reports, as needed, no later than September 1st.

8.7. The Contractor shall submit semi-annual reports to the Department, including but not limited to:

8.7.1. Primary Care Services Measure Data Trend Table (DTT) is due no later than:

8.7.2. July 31, 2020 for the measurement period of July 1, 2019 through June 30, 2020.

8.7.3. January 31, 2021 for the measurement period of January 1, 2020 through December 31, 2020.

8.7.4. July 31, 2021 for the measurement period of July 1, 2020 through June 30, 2021.

8.7.5. January 31, 2022 for the measurement period of January 1, 2021

through December 31, 2021.

9. On-Site Reviews

9.1. The Contractor shall permit a team or person authorized by the Department to periodically review the Contractor's:

9.1.1. Systems of governance.

9.1.2. Administration.

9.1.3. Data collection and submission.

9.1.4. Clinical and financial management.

9.1.5. Delivery of education services.

9.2. The Contractor shall cooperate with the Department to ensure information needed for the reviews is accessible and provided, which includes, but is not limited to:

9.2.1. Client records.

9.2.2. Documentation of approved enabling services and quality improvement projects, including process and outcome evaluations.

9.3. The Contractor shall take corrective actions, as advised by the Department's review team, if services provided are not in compliance with the contract requirements.

10. Performance Measures

10.1. The Contractor shall define Annual Improvement Objectives that are measurable, specific and align to the provision of primary care services defined within Exhibit A-1 Reporting Metrics.

Exhibit A-1 – Reporting Metrics, Amendment #1

1. **Definitions**

1.1. **Measurement Year** – Measurement Year consists of 365 days and is defined as either:

1.1.1. The calendar year, (January 1st through December 31st); or

1.1.2. The state fiscal year (July 1st through June 30th).

1.2. **Medical Visit** – Medical visit is defined as any office visit including all well-care and acute-care visits.

1.3. **HEDIS** – Healthcare Effectiveness Data and Information Set

1.4. **NQF** – National Quality Forum

1.5. **Title V** – Federal Maternal and Child Health Services Block Grant

1.6. **UDS** – Uniform Data System

1.7. **NH MCHS** – New Hampshire Maternal and Child Health Section

2. **MCHS PRIMARY CARE PERFORMANCE MEASURES**

2.1. **Breastfeeding**

2.1.1. Percent of infants who are ever breastfed (Title V PM #4).

2.1.1.1. Numerator: All patient infants who were ever breastfed or received breast milk.

2.1.1.2. Numerator Note: The American Academy of Pediatrics recommends all infants exclusively breastfeed for about six (6) months as human milk supports optimal growth and development by providing all required nutrients during that time.

2.1.1.3. Denominator: All patient infants born in the measurement year.

2.2. **Preventive Health: Lead Screening**

2.2.1. Percent of children three (3) years of age who had two (2) or more capillary or venous lead blood test for lead poisoning by their third birthday. (NH MCHS).

2.2.1.1. Numerator: All patient children who received at least one capillary or venous lead screening test between nine (9) months to eighteen (18) months of age **AND** one (1) capillary

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or venous lead screening test between nineteen (19) to thirty (30) months of age.

2.2.1.2. Denominator: All patient children who turned three (3) years old during the measurement year that had at least one (1) medical visit during the measurement year.

2.3. **Preventive Health: Adolescent Well-Care Visit**

2.3.1. Percent of adolescents, twelve (12) through twenty-one (21) years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year (HEDIS).

2.3.1.1. Numerator: Number of adolescents, ages 12 through 21 years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year.

2.3.1.2. Denominator: Number of patient adolescents, ages 12 through 21 years of age by the end of the measurement year.

2.4. **Preventive Health: Depression Screening**

2.4.1. Percentage of patients ages twelve (12) and older screened for clinical depression using an age appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NQF 0418, UDS).

2.4.1.1. Numerator: Patients twelve (12) years and older who are screened for clinical depression using an age-appropriate standardized depression screening tool **AND** if positive, a follow-up plan documented.

2.4.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented follow-up plan.

2.4.1.3. Denominator: All patients twelve (12) years and older by the end of the measurement year who had at least one (1) medical visit during the measurement year.

2.4.1.4. Denominator Exception: Depression screening not performed due to medical contraindicated or patient refusal.

2.4.1.5. Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as suicide risk

assessment and/or referral to practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.4.2. Maternal Depression Screening

2.4.2.1. Percentage of women who are screened for clinical depression during any visit up to twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NH MCHS).

2.4.2.1.1. Numerator: Women who are screened for clinical depression during the first twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if screened positive have documented follow-up plan.

2.4.2.1.2. Numerator Note: Numerator includes women who screened negative PLUS women who screened positive AND have documented follow-up plan.

2.4.2.1.3. Denominator: All women who had any office visit up to twelve (12) weeks following delivery during the measurement year.

2.4.2.1.4. Denominator Exception: Documentation of depression screening not performed due to medical contraindicated or patient refusal.

2.4.2.1.5. Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as Suicide Risk Assessment and/or referral to a practitioner who is qualified to

diagnose and treat depression, and/or notification of primary care provider.

2.5. **Preventive Health: Obesity Screening**

2.5.1. Percentage of patients aged 18 years and older with a calculated BMI in the past six months or during the current visit documented in the medical record AND if the most recent BMI is outside of normal parameters, a follow-up plan is documented (NQF 0421, UDS).

2.5.1.1. Normal parameters: Age 65 and older BMI ≥ 23 and < 30

Age 18 through 64 BMI ≥ 18.5 and < 25

2.5.1.2. Numerator: Patients with BMI calculated within the past six months or during the current visit and a follow-up plan documented if the BMI is outside of parameters (Normal BMI + abnormal BMI with documented plan).

2.5.1.3. Follow-Up Plan: Proposed outline of follow-up plan to be conducted as a result of BMI outside of normal parameters. The follow-up plan can include documentation of a future appointment, education, referral (such as registered dietician, nutritionist, occupational therapist, primary care physician, exercise physiologist, mental health provider, surgeon, etc.), prescription of/administration of dietary supplements, exercise counseling, nutrition counseling, etc.

2.5.1.4. Denominator: All patients aged 18 years and older who had at least one (1) medical visit during the measurement year.

2.5.2. Percent of patients aged 3 through 17 who had evidence of BMI percentile documentation AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year (UDS).

2.5.2.1. Numerator: Number of patients in the denominator who had their BMI percentile (not just BMI or height and weight) documented during the measurement year AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year.

2.5.2.2. Denominator: Number of patients who were one year after their second birthday (i.e., were 3 years of age) through adolescents who were aged up to one year past their 16th birthday (i.e., up until they were 17) at some point during the

measurement year, who had at least one medical visit during the reporting year, and were seen by the health center for the first time prior to their 17th birthday.

2.6. **Preventive Health: Tobacco Screening**

2.6.1. Percent of patients aged 18 years and older who were screened for tobacco use at least once during the measurement year or prior year AND who received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user (UDS).

2.6.1.1. Numerator: Number of patients in the denominator for whom documentation demonstrates that patients were queried about their tobacco use one or more times during their most recent visit OR within twenty-four (24) months of the most recent visit and received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user.

2.6.1.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.6.1.4. Definitions:

2.6.1.4.1. Tobacco Use: Includes any type of tobacco.

2.6.1.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy.

2.6.2. Percent of women who are screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user (NH MCHS).

2.6.2.1. Numerator: Pregnant women who were screened for tobacco use during each trimester AND who received tobacco

cessation counseling intervention if identified as a tobacco user.

2.6.2.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.2.3. Denominator: All women who delivered a live birth in the measurement year.

2.7. **At Risk Population: Hypertension**

2.7.1. Percentage of patients aged 18 through 85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90mmHG) during the measurement year (NQF 0018).

2.7.1.1. Numerator: Number of patients from the denominator with blood pressure measurement less than 140/90 mm HG at the time of their last measurement.

2.7.1.2. Denominator: Number of patients age 18 through 85 with diagnosed hypertension (must have been diagnosed with hypertension 6 or more months before the measurement date) who had at least one (1) medical visit during the measurement year. (Excludes pregnant women and patients with End Stage Renal Disease.)

2.8. **Patient Safety: Falls Screening**

2.8.1. Percent of patients aged 65 years and older who were screened for fall risk at least once within 12 months (NH MCHS).

2.8.1.1. Numerator: Patients who were screened for fall risk at least once within the measurement year.

2.8.1.2. Denominator: All patients aged 65 years and older seen by a health care provider within the measurement year.

2.9. **SBIRT**

2.9.1. SBIRT – Percent of patients aged 18 years and older who were screened for substance use, using a formal valid screening tool, during any medical visit AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.1.1. Numerator: Number of patients in the denominator who were screened for substance use, using a formal valid screening

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tool, during any medical visit AND if positive, who received a brief intervention and/or referral to services.

2.9.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.9.1.4. Definitions:

2.9.1.4.1. Substance Use: Includes any type of alcohol or drug.

2.9.1.4.2. Brief Intervention: Includes guidance or counseling.

2.9.1.4.3. Referral to Services: includes any recommendation of direct referral for substance abuse services.

2.9.2. Percent of pregnant women who were screened, using a formal valid screening tool, for substance use, during every trimester they are enrolled in the prenatal program AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.2.1. Numerator: Number of women in the denominator who were screened for substance use, using a formal and valid screening tool, during each trimester that they were enrolled in the prenatal program AND if positive, received a brief intervention or referral to services

2.9.2.2. Numerator Note: numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.2.3. Denominator: Number of women enrolled in the agency prenatal program and who had a live birth during the measurement year.

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

Bidder/Program Name: Coos County Family Health Services

Budget Request for: Primary Care Services

Budget Period: April 1, 2020 - June 30, 2020

Line Item	Total Program Cost: Direct (Incremental)	Total Program Cost: Indirect (Fixed)	Total Program Cost: (Total)	Contractor Share / Match: Direct (Incremental)	Contractor Share / Match: Indirect (Fixed)	Contractor Share / Match: Total	Funded by DHHS contract share: Direct (Incremental)	Funded by DHHS contract share: Indirect (Fixed)	Funded by DHHS contract share: (Total)
1. Total Salary/Wages	$21,065.94	$ -	$ 21,065.94	$ 3,101.85	$ -	$ 3,101.85	$ 18,344.09	$ -	$ 18,344.09
2. Employee Benefits	$ 7,035.50	$ -	$ 7,035.50	$ 992.59	$ -	$ 992.59	$ 6,042.91	$ -	$ 6,042.91
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 400.00	$ -	$ 400.00	$ 400.00	$ -	$ 400.00	$ -	$ -	$ -
Repair and Maintenance	$ 400.00	$ -	$ 400.00	$ 400.00	$ -	$ 400.00	$ -	$ -	$ -
Purchase/Depreciation	$ 1,500.00	$ -	$ 1,500.00	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 350.00	$ -	$ 350.00	$ 350.00	$ -	$ 350.00	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 800.00	$ -	$ 800.00	$ 800.00	$ -	$ 800.00	$ -	$ -	$ -
6. Travel	$ 250.00	$ -	$ 250.00	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -
7. Occupancy	$ 1,300.00		$ 1,300.00	$ 1,300.00		$ 1,300.00	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 300.00	$ -	$ 300.00	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -
Postage	$ 250.00	$ -	$ 250.00	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -
Subscriptions	$ 400.00	$ -	$ 400.00	$ 400.00	$ -	$ 400.00	$ -	$ -	$ -
Audit and Legal	$ 300.00	$ -	$ 300.00	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -
Insurance	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 250.00	$ -	$ 250.00	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 37,321.45	$ -	$ 37,321.45	$ 12,594.45	$ -	$ 12,594.45	$ 24,727.00	$ -	$ 24,727.00

Indirect As A Percent of Direct: 0.0%

Contractor's Initials KG
Date 3/16/2020

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

Bidder/Program Name: Coos County Family Health Services

Budget Request for: Primary Care Services

Budget Period: July 1, 2020 - June 30, 2021

Line Item	Total Program Cost: Direct (Incremental)	Total Program Cost: Indirect (Fixed)	Total Program Cost: Total	Contractor Share / Match: Direct (Incremental)	Contractor Share / Match: Indirect (Fixed)	Contractor Share / Match: Total	Funded by DHHS contract share: Direct (Incremental)	Funded by DHHS contract share: Indirect (Fixed)	Funded by DHHS contract share: Total
1. Total Salary/Wages	$105,073.00	$ -	$ 105,073.00	$71,536.20	$ -	$ 71,536.20	$ 33,536.80	$ -	$ 33,536.80
2. Employee Benefits	$ 33,623.42	$ -	$ 33,623.42	$ 9,152.22	$ -	$ 9,152.22	$ 24,171.20	$ -	$ 24,171.20
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 7,000.00	$ -	$ 7,000.00	$ 7,000.00	$ -	$ 7,000.00	$ -	$ -	$ -
Repair and Maintenance	$ 2,000.00	$ -	$ 2,000.00	$ 2,000.00	$ -	$ 2,000.00	$ -	$ -	$ -
Purchase/Depreciation	$ 5,000.00	$ -	$ 5,000.00	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 2,500.00	$ -	$ 2,500.00	$ 2,500.00	$ -	$ 2,500.00	$ -	$ -	$ -
6. Travel	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -
7. Occupancy	$ 5,000.00	$ -	$ 5,000.00	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 1,500.00	$ -	$ 1,500.00	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	$ -
Postage	$ 1,250.00	$ -	$ 1,250.00	$ 1,250.00	$ -	$ 1,250.00	$ -	$ -	$ -
Subscriptions	$ 1,200.00	$ -	$ 1,200.00	$ 1,200.00	$ -	$ 1,200.00	$ -	$ -	$ -
Audit and Legal	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -
Insurance	$ 1,500.00	$ -	$ 1,500.00	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -
10. Marketing/Communications	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -
11. Staff Education and Training	$ 1,500.00	$ -	$ 1,500.00	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 166,147.42	$ -	$ 166,147.42	$ 66,440.42	$ -	$ 66,440.42	$ 99,707.00	$ -	$ 99,707.00

Indirect As A Percent of Direct: 0.0%

Contractor's Initials: KJ
Date: 2/19/2020

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COOS COUNTY FAMILY HEALTH SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 14, 1979. 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: 63204
Certificate Number : 0004488016

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2019.

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, H. Guyford Stever, JR., Board President 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 Coos County Family Health Services
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on January 16, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Ken Gordon, CEO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Coos County Family Health Services 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 termination 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: 2/18/2020

H. Guyford Stever
Signature of Elected Officer
Name: H. Guyford Stever, JR
Title: Chair: Board of Directors

STATE OF NEW HAMPSHIRE

County of Coos

The foregoing instrument was acknowledged before me this 18th day of February 2020.

By H. Guyford Stever, JR.
(Name of Elected Clerk/Secretary/Officer of the Agency)

Linda Blanchette
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

LINDA BLANCHETTE, Notary Public
My Commission Expires August 8, 2023

Commission Expires:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/15/2019

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Janice Jobin PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: jjobin@crossagency.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Philadelphia Indemnity Ins Co		18058
INSURED Coos County Family Health Services, Inc. 133 Pleasant Street Berlin NH 03570-2006	INSURER B: MEMIC Indemnity Company		11030
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 19-20 All lines REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER			PHPK1839700	07/01/2019	07/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PHPK1839698	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist BI-	$ 1,000,000 $ $ $ $ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB634941	07/01/2019	07/01/2020	EACH OCCURRENCE AGGREGATE [ ]	$ 3,000,000 $ 3,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		3102802240 (3a.) NH	07/01/2019	07/01/2020	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Employee Dishonesty			PHPK1839700	07/01/2019	07/01/2020	Limit	300,000

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

State of NH Department of Health & Human Services is included as additional insured with respects to the CGL as per written contract. Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

NH Department of Health & Human Services
29 Hazen Drive
Concord NH 03301-6504

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.

AUTHORIZED REPRESENTATIVE

Michael Gravin

coös county
Family Health

54 Willow Street
Berlin, NH 03570-1800
Ph: 1-603-752-3669
Fax: 1-603-752-3027

133 Pleasant Street
Berlin, NH 03570-2006
Ph: 1-603-752-2040
Fax: 1-603-752-7797

2 Broadway Street
Gorham, NH 03581-1597
Ph: 1-603-466-2741
Fax: 1-603-466-2953

59 Page Hill Road
Berlin, NH 03570-3568
Ph: 1-603-752-2900
Fax: 1-603-752-3727

MISSION OF
COÖS COUNTY FAMILY HEALTH SERVICES

Improving the health and wellbeing of our community through the provision of health and social services of the highest quality.

VISION OF
COÖS COUNTY FAMILY HEALTH SERVICES

Creating a healthier future through education, prevention and access to care.

VALUES OF
COÖS COUNTY FAMILY HEALTH SERVICES

Respect We treat everyone in our community - patients, their families and our colleagues with dignity and respect regardless of their income, social status, race, religion or other factors.

Integrity Adhere to the highest standards of professionalism, ethics and personal responsibility.

Compassion Provide the best care, treating patients and family members with sensitivity and empathy.

Healing Inspire hope and nurture the well-being of the whole person, respecting their physical, emotional and spiritual needs.

Teamwork Value the contributions of all, blending the skills of individual staff members and community members for the benefit of all.

Innovation Infuse and energize the organization, enhancing the lives of those we serve through the creative ideas and unique talents of each employee.

Excellence Deliver the best outcomes and highest quality service through the dedicated efforts of every team member.

Stewardship Sustain and reinvest in our mission by wisely managing our human, natural and material resources.

(Mission Statement)
Board Approved 1/16/2020

BerryDunn

[redacted]

coös county Family Health

FINANCIAL STATEMENTS

and

REPORTS IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS AND UNIFORM GUIDANCE

June 30, 2019 and 2018

With Independent Auditor's Report

[redacted]

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Coos County Family Health Services, Inc.

Report on Financial Statements

We have audited the accompanying financial statements of Coos County Family Health Services, Inc. (the Organization), which comprise the balance sheets as of June 30, 2019 and 2018, and the related statements of operations, functional expenses, changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards 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 financial statements are free from material misstatement.

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2019 and 2018, and the results of its operations, changes in its net assets and its 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 financial statements, in 2019 the Organization adopted new accounting guidance, Financial Accounting Standards Board Accounting Standards Update No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities (Topic 958)*. 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 19, 2019 on our consideration of the Organization's internal control over financial reporting and on our tests of its 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 the Organization'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 the Organization's internal control over financial reporting and compliance.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
September 19, 2019

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Balance Sheets

June 30, 2019 and 2018

ASSETS

	2019	2018
Current assets		
Cash and cash equivalents	$ 3,287,120	$ 1,973,813
Patient accounts receivable, net	1,621,203	1,664,499
Grants receivable	490,405	272,269
Other current assets	128,437	125,577
Total current assets	5,527,165	4,036,158
Investments	775,824	750,000
Assets limited as to use	592,197	612,624
Beneficial interest in funds held by others	25,695	26,180
Property and equipment, net	2,372,916	2,273,388
Total assets	$ 9,293,797	$ 7,698,350

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	$ 261,712	$ 308,377
Accrued payroll and related expenses	841,827	738,762
Deferred revenue	106,500	31,500
Total current liabilities	1,210,039	1,078,639
Total liabilities	1,210,039	1,078,639
Net assets		
Without donor restrictions	7,979,651	6,496,643
With donor restrictions	104,107	123,068
Total net assets	8,083,758	6,619,711
Total liabilities and net assets	$ 9,293,797	$ 7,698,350

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

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Statements of Operations

Years Ended June 30, 2019 and 2018

	2019	2018
Operating revenue		
Patient service revenue	$11,651,530	$10,167,944
Provision for bad debts	(331,129)	(187,040)
Net patient service revenue	11,320,401	9,980,904
Grants, contracts, and contributions	3,477,052	3,315,147
Other operating revenue	142,683	145,677
Net assets released from restriction for operations	18,651	60,470
Total operating revenue	14,958,787	13,502,198
Operating expenses		
Salaries and benefits	9,759,994	9,259,273
Other operating expenses	3,658,426	3,366,669
Depreciation	263,186	249,132
Total operating expenses	13,681,606	12,875,074
Net income	1,277,181	627,124
Other revenue and gains		
Investment income	24,704	3,586
Change in fair value of investments	7,890	-
Total other revenue and gains	32,594	3,586
Excess of revenue over expenses	1,309,775	630,710
Net assets released from restriction for capital acquisition	173,233	108,079
Increase in net assets without donor restrictions	$ 1,483,008	$ 738,789

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

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Statements of Functional Expenses

Years Ended June 30, 2019 and 2018

	2019		
	Healthcare Services	Administration and Support Services	Total
Salaries and wages	$ 6,583,139	$ 937,986	$ 7,521,125
Employee benefits	1,944,872	293,997	2,238,869
Contract services	424,356	74,354	498,710
Program supplies	488,057	-	488,057
340B program expenses	1,174,469	-	1,174,469
Occupancy	350,904	49,946	400,850
Other operating expenses	959,626	136,714	1,096,340
Depreciation	230,393	32,793	263,186
Total operating expenses	$ 12,155,816	$ 1,525,790	$ 13,681,606

	2018		
	Healthcare Services	Administration and Support Services	Total
Salaries and wages	$ 6,163,190	$ 866,910	$ 7,030,100
Employee benefits	1,925,774	303,399	2,229,173
Contract services	518,240	66,442	584,682
Program supplies	412,982	-	412,982
340B program expenses	969,888	-	969,888
Occupancy	347,682	48,898	396,580
Other operating expenses	903,383	99,154	1,002,537
Depreciation	218,414	30,718	249,132
Total operating expenses	$ 11,459,553	$ 1,415,521	$ 12,875,074

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

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Statements of Changes in Net Assets

Years Ended June 30, 2019 and 2018

	2019	2018
Net assets without donor restrictions		
Excess of revenue over expenses	$ 1,309,775	$ 630,710
Net assets released from restriction for capital acquisition	173,233	108,079
Increase in net assets without donor restrictions	1,483,008	738,789
Net assets with donor restrictions		
Grants, contracts, and contributions	174,308	132,236
Net assets released from restriction for operations	(18,651)	(60,470)
Net assets released from restriction for capital acquisition	(173,233)	(108,079)
Change in fair value of beneficial interest in funds held by others	(1,385)	1,828
Decrease in net assets with donor restrictions	(18,961)	(34,485)
Change in net assets	1,464,047	704,304
Net assets, beginning of year	6,619,711	5,915,407
Net assets, end of year	$ 8,083,758	$ 6,619,711

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

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Statements of Cash Flows

Years Ended June 30, 2019 and 2018

	2019	2018
Cash flows from operating activities		
Change in net assets	$ 1,464,047	$ 704,304
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Provision for bad debts	331,129	187,040
Depreciation	263,186	249,132
Change in fair value of investments	(7,890)	-
Contributions for long-term purposes	(174,308)	(108,999)
Change in fair value of beneficial interest in funds held by others	1,385	(1,828)
(Increase) decrease in the following assets		
Patient accounts receivable	(287,833)	(309,249)
Grants receivable	(218,136)	(46,258)
Other current assets	(2,860)	17,339
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	(46,665)	31,666
Accrued payroll and related expenses	103,065	(89,995)
Deferred revenue	75,000	31,500
Net cash provided by operating activities	1,500,120	664,652
Cash flows from investing activities		
Purchase of investments	(17,934)	(750,000)
Capital acquisitions	(362,714)	(157,090)
Decrease in assets limited as to use	20,427	45,791
Transfer of endowment assets to perpetual trust held by others	(900)	(5,000)
Net cash used by investing activities	(361,121)	(866,299)
Cash flows from financing activities		
Payments on long-term debt	-	(301,477)
Contributions for long-term purposes	174,308	108,999
Net cash provided (used) by financing activities	174,308	(192,478)
Net increase (decrease) in cash and cash equivalents	1,313,307	(394,125)
Cash and cash equivalents, beginning of year	1,973,813	2,367,938
Cash and cash equivalents, end of year	$ 3,287,120	$ 1,973,813

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

1. Summary of Significant Accounting Policies

Organization

Coos County Family Health Services, Inc. (the Organization) is a not-for-profit corporation organized in New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) which provides outpatient health care, dental and disease prevention services to residents of Coos County, New Hampshire, through direct services, referral and advocacy.

Recently Adopted Accounting Pronouncement

In August 2016, Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities (Topic 958)*, which makes targeted changes to the not-for-profit financial reporting model. The ASU marks the completion of the first phase of a larger project aimed at improving not-for-profit financial reporting. Under the ASU, net asset reporting is streamlined and clarified. The existing three category classification of net assets is replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions." The guidance simplified the reporting of deficiencies in endowment funds and clarified the accounting for the lapsing of restrictions on gifts to acquire property, plant, and equipment. New disclosures which highlight restrictions on the use of resources that make otherwise liquid assets unavailable for meeting near-term financial requirements have been added. The ASU also imposes several new requirements related to reporting expenses. The Organization has adjusted the presentation of these statements accordingly. The ASU has been applied retrospectively to 2018; however, there was no impact to total net assets, results of operations or cash flows.

Basis of Presentation

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (U.S. GAAP), which requires the Organization to report information in the 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 Organization. These net assets may be used at the discretion of the Organization's management and the Board of Directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is received and the conditions are met. The gifts are reported as net assets with donor restrictions if they are received with donor stipulations that limit the 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 to net assets without donor restrictions and reported in the statements of operations as "net assets released from restriction."

Use of Estimates

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

Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Organization 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. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding assets limited as to use.

The Organization has cash deposits in major financial institutions which exceed federal depository insurance limits. The Organization has not experienced losses in such accounts and management believes the credit risk related to these deposits is minimal.

Grants Receivable

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

The Organization 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 change in future years. For the years ended June 30, 2019 and 2018, grants from DHHS (including both direct awards and awards passed through other organizations) represented approximately 69% and 66%, respectively, of grants, contracts and contributions.

Investments

The Organization reports investments at fair value. Investments include assets held for long-term purposes. Accordingly, investments have been classified as non-current assets on the accompanying balance sheets regardless of maturity or liquidity. The Organization has established policies governing long-term investments.

The Organization has elected the fair value option for valuing its investments, which consolidates all investment performance activity within the other revenue and gains section of the statements of operations. The election was made because the Organization believes reporting the activity as a single amount provides a clearer measure of the investment performance.

Investment income and the change in fair value are included in the excess of revenue over expenses, unless otherwise stipulated by the donor or State Law. Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility risks. 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 financial statements.

Assets Limited as to Use

Assets limited as to use include cash and cash equivalents designated by the Board of Directors for future working capital needs and donor-restricted grants and contributions.

Beneficial Interest in Funds Held by Others

The Organization is a beneficiary of an agency endowment fund at The New Hampshire Charitable Foundation (the Foundation). Pursuant to the terms of the resolution establishing the fund, property contributed to the Foundation is held as a separate fund designated for the benefit of the Organization. In accordance with its spending policy, the Foundation makes distributions from the fund to the Organization. The distributions are approximately 4% of the market value of the fund per year. The Organization's interest in the fund is recognized as net assets with donor restrictions.

Property and Equipment

Property and equipment are carried at cost, less accumulated depreciation. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets.

Gifts of long-lived assets such as land, buildings, or equipment are reported as net assets without donor restrictions, and excluded from the excess of revenue over expenses, unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as net assets with donor restrictions. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

340B Drug Pricing Program

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHC's and other identified entities at a reduced price. The Organization contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of the Organization and bill Medicare and commercial insurances on behalf of the Organization. Reimbursement received by the pharmacies is remitted to the Organization, less dispensing and administrative fees. Gross revenue generated from the program is included in patient service revenue. The cost of drug replenishments and contracted expenses incurred related to the program are included in other operating expenses.

Functional Expenses

The Organization provides various services to residents within its geographic location. As the Organization is a service organization, expenses are allocated between healthcare services and administrative support based on the percentage of direct care wages to total wages, with the exception of program supplies and contract 340B program expenses which are 100% healthcare in nature and contract services which are allocated based on the nature of the service being provided.

Donated Goods and Services

The Organization acts as a conduit for pharmaceutical company patient assistance programs. The Organization provides assistance to patients in applying for and distributing prescription drugs under the programs. The value of the prescription drugs distributed by the Organization to patients is not reflected in the accompanying financial statements. The Organization estimates that the value of prescription drugs distributed by the Organization for the years ended June 30, 2019 and 2018 was $2,284,175 and $2,183,864, respectively.

Various programs' help and support for the daily operations of the Organization's Response Program were provided by the general public of the surrounding communities. The donated services have not been reflected in the accompanying financial statements because they do not meet the criteria for recognition (specialized skills that would be purchased if not donated). Management estimates the fair value of donated services received but not recognized as revenues was $140,256 and $132,525 for the years ended June 30, 2019 and 2018, respectively. The Response Program also receives donated supplies to be used for program activities. The fair value of supplies recognized as revenues was $5,345 and $10,165 for the years ended June 30, 2019 and 2018, respectively.

Excess of Revenue Over Expenses

The statements of operations reflect the excess of revenue over expenses. Changes in net assets without donor restrictions which are excluded from the excess of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using grants and contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through September 19, 2019, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to optimize the investment of its available funds.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing activities and general administration, as well as the conduct of services undertaken to support those activities to be general expenditures.

In addition to financial assets available to meet general expenditures over the next 12 months, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures not covered by donor-restricted resources.

The Organization had working capital of $4,317,126 and $2,957,519 at June 30, 2019 and 2018, respectively. The Organization had average days (based on normal expenditures) cash on hand (including investments and assets limited as to use for working capital) of 125 and 94 at June 30, 2019 and 2018, respectively.

Financial assets and liquid resources available within one year for general expenditure, such as operating expenses, were as follows as of June 30:

	2019	2018
Cash and cash equivalents	$ 3,287,120	$ 1,973,813
Patient accounts receivable, net	1,621,203	1,664,499
Grants receivable	490,405	272,269
Investments	775,824	750,000
Assets limited as to use for working capital	519,079	515,736
Financial assets available to meet general expenditures within one year	$ 6,693,631	$ 5,176,317

The Organization's goal is generally to have, at the minimum, the Health Resources and Services Administration recommended days cash on hand for operations of 30 days and 90 days cash in reserve.

The Organization has an available $500,000 line of credit as described in Note 6.

3. Patient Accounts Receivable

Patient accounts receivable consisted of the following as of June 30:

	2019	2018
Medical and dental patient accounts receivable	$ 1,132,537	$ 1,111,015
Contract 340B pharmacy program receivables	726,666	761,484
Total patient accounts receivable	1,859,203	1,872,499
Allowance for doubtful accounts	(238,000)	(208,000)
Patient accounts receivable, net	$ 1,621,203	$ 1,664,499

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third party payer agreements. Primary payers representing 10% or more of the Organization's gross patient accounts receivable are as follows:

	2019	2018
Medicare	27 %	35 %
Medicaid	19 %	17 %
Blue Cross	13 %	15 %

Primary payers representing 10% or more of the Organization's gross contract 340B pharmacy program receivables are as follows:

	2019	2018
Walmart Stores, Inc.	84 %	75 %
Walgreens Co.	14 %	16 %

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectability of patient accounts receivable, the Organization analyzes its past history and identifies trends for each funding source. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts at June 30 is as follows:

	2019	2018
Balance, beginning of year	$ 208,000	$ 281,000
Provision	331,129	187,040
Write-offs	(301,129)	(260,040)
Balance, end of year	$ 238,000	$ 208,000

4. 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 FASB ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

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

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

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

The following table sets forth by level, within the fair value hierarchy, the Organization's investments at fair value measured on a recurring basis:

	Investments at Fair Value as of June 30, 2019			
	Level 1	Level 2	Level 3	Total
Cash and cash equivalents	$ 61,788	$ -	$ -	$ 61,788
Corporate bonds	-	381,444	-	381,444
Government securities	-	332,592	-	332,592
Total investments	$ 61,788	$ 714,036	$ -	$ 775,824

	Investments at Fair Value as of June 30, 2018			
	Level 1	Level 2	Level 3	Total
Cash and cash equivalents	$ 49,520	$ -	$ -	$ 49,520
Corporate bonds	-	400,990	-	400,990
Government securities	-	299,490	-	299,490
Total investments	$ 49,520	$ 700,480	$ -	$ 750,000

Corporate bonds and government securities are valued based on quoted market prices of similar assets.

5. Property and Equipment

Property and equipment consists of the following:

	2019	2018
Land and improvements	$ 153,257	$ 153,257
Building and improvements	3,257,829	3,233,370
Furniture, fixtures, and equipment	2,400,427	2,129,449
Total cost	5,811,513	5,516,076
Less accumulated depreciation	3,438,597	3,242,688
Property and equipment, net	$ 2,372,916	$ 2,273,388

In 2010, the Organization made renovations to certain buildings with Federal grant funding under the ARRA – Capital Improvement Program. In 2014, the Organization also made renovations to certain buildings with Federal grant funding under the ACA – Capital Development Program. In accordance with the grant agreements, a Notice of Federal Interest (NFI) is required to be filed in the appropriate official records of the jurisdiction in which the property is located. The NFI is designed to notify any prospective buyer or creditor that the Federal Government has a financial interest in the real property acquired under the aforementioned grant; that the property may not be used for any purpose inconsistent with that authorized by the grant program statute and applicable regulations; that the property may not be mortgaged or otherwise used as collateral without the written permission of the Associate Administrator of the Office of Federal Assistance Management (OFAM), Health Resources and Services Administration (HRSA); and that the property may not be sold or transferred to another party without the written permission of the Associate Administrator of OFAM, HRSA.

6. Line of Credit

The Organization has a $500,000 line of credit with a local bank, which automatically renews annually in December. The line of credit is collateralized by the Organization's business assets with interest at the prime rate plus 1.50% (7.00% at June 30, 2019). There was no outstanding balance at June 30, 2019 and 2018.

7. Net Assets

Net assets were as follows as of June 30:

	2019	2018
Net assets without donor restrictions		
Undesignated	$ 7,460,572	$ 5,980,907
Designated for working capital	519,079	515,736
Total	$ 7,979,651	$ 6,496,643
Net assets with donor restrictions for specific purpose		
Healthcare services - temporary in nature	76,229	94,880
Endowment - permanent in nature	27,878	28,188
Total	$ 104,107	$ 123,068

8. Patient Service Revenue

Patient service revenue is as follows:

	2019	2018
Gross charges	$ 10,339,495	$ 9,310,013
Contract 340B pharmacy program revenue	3,400,987	2,552,170
Total gross revenue	13,740,482	11,862,183
Contractual adjustments	(1,667,537)	(1,383,837)
Sliding fee scale discounts	(421,415)	(310,402)
Total patient service revenue	$ 11,651,530	$ 10,167,944

Primary payers representing 10% or more of the Organization's gross patient service revenue are as follows:

	2019	2018
Medicare	28 %	33 %
Medicaid	26 %	24 %
Blue Cross	17 %	18 %
Harvard Pilgrim	8 %	12 %

The Organization has agreements with the Centers for Medicare and Medicaid Services. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Organization believes that it is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

The Organization is a non-principal participant in the National Rural ACO 13 LLC (the ACO). The mission of the ACO is better health for populations, better care for individuals, and lower growth in health care expenditures. As a participant in the ACO, the Organization intends to work with the ACO, and other ACO participants and providers, to manage and coordinate care for Medicare fee-for-service beneficiaries, and to be accountable for the quality, cost and overall care of its patients. Pursuant to its operating agreement, the ACO will distribute shared savings it receives from Medicare in a predetermined ratio to the Organization, as applicable.

A summary of the payment arrangements with major third party payers follows:

Medicare

The Organization is reimbursed for the care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by Federal guidelines. Overall, reimbursement is subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through June 30, 2017.

Medicaid and Other Payers

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively determined rates per visit and contractually obligated payment rates which may be less than the Organization's public fee schedule.

Charity Care

The Organization provides care to patients who meet certain criteria under its sliding fee discount policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue.The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization sliding fee discount policy amounted to $506,377 and $392,464 for the years ended June 30, 2019 and 2018, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

9. Malpractice Insurance

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of the year ended June 30, 2019, there were no known malpractice claims outstanding which in the opinion of management, will be settled for amounts in excess of both FTCA and additional medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

10. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 401(k) that cover substantially all employees. The Organization contributed $222,061 and $209,121 for the years ended June 30, 2019 and 2018, respectively.

11. Lease Commitments

The Organization leases office space and certain other office equipment under noncancelable operating leases. Future minimum lease payments under these leases are:

2020	$ 85,111
2021	90,797
2022	101,168
2023	112,783
2023	60,920
Total	$ 450,779

Rent expense amounted to $109,289 and $89,353 for the years ended June 30, 2019 and 2018, respectively.

SUPPLEMENTARY INFORMATION

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Schedule of Expenditures of Federal Awards

Year Ended June 30, 2019

Federal Grant/Pass-Through Grantor/Program Title	Federal CFDA Number	Passthrough Contract Number	Total Federal Expenditures
United States Department of Health and Human Services:			
Direct:			
Health Center Program Cluster			
Consolidated Health Centers (Community Health Centers, Migrant Health Centers, Health Care for the Homeless, and Public Housing Primary Care)	93.224		$ 475,731
Affordable Care Act (ACA) Grants for New and Expanded Services Under the Health Center Program	93.527		1,683,179
Total Health Center Program Cluster			2,158,910
Passthrough:			
State of New Hampshire Department of Health Human Services			
Maternal and Child Health Services Block Grant to the States	93.994	102-500731/90080000	7,678
Family Planning Services	93.217	102-500734/90080203	46,213
Temporary Assistance for Needy Families	93.558	502-500891/45130203	12,361
New Hampshire Coalition Against Domestic and Sexual Violence			
Injury Prevention and Control Research and State and Community Based Programs	93.136	n/a	9,540
Family Violence Prevention and Services/Domestic Violence Shelter and Supportive Services	93.671	n/a	66,147
Bi-State Primary Care Association, Inc.			
Grants to States to Support Oral Health Workforce Activities	93.236	n/a	139,037
Total United States Department of Health and Human Services			2,439,886
United States Department of Justice:			
Passthrough:			
New Hampshire Coalition Against Domestic and Sexual Violence			
Sexual Assault Services Formula Program	16.017	n/a	28,338
Crime Victim Assistance	16.575	n/a	215,407
Total United States Department of Justice			243,745
Total Expenditures of Federal Awards			$ 2,683,631

The accompanying notes are an integral part of this schedule.

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Notes to Schedule of Expenditures of Federal Awards

Year Ended June 30, 2019

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**

Coos County Family Health Services, Inc. (the Organization) has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

3. **Basis of Presentation**

The Schedule includes the federal grant activity of the Organization. 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 Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

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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
Coos County Family Health Services, Inc.

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 Coos County Family Health Services, Inc. (the Organization), which comprise the balance sheet as of June 30, 2019, and the related statements of operations, functional expenses, changes in net assets, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated September 19, 2019.

Internal Control Over Financial Reporting

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

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's 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
Coos County Family Health Services, Inc.

Compliance and Other Matters

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

Purpose of this Report

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

Berry Dunn McNeil & Parker, LLC

Portland, Maine
September 19, 2019

BerryDunn

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
Coos County Family Health Services, Inc.

Report on Compliance for The Major Federal Program

We have audited Coos County Family Health Services, Inc.'s (the Organization) 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, 2019. The Organization'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 the Organization'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 the Organization'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 the Organization's compliance.

Opinion on the Major Federal Program

In our opinion, Coos County Family Health Services, Inc. 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, 2019.

Board of Directors
Coos County Family Health Services, Inc.

Report on Internal Control Over Compliance

Management of the Organization is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit, we considered the Organization'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 the Organization's internal control over compliance.

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

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

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

Berry Dunn McNeil & Parker, LLC

Portland, Maine
September 19, 2019

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Schedule of Findings and Questioned Costs

Year Ended June 30, 2019

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 200.516(a)?	☐	Yes	☑	No

Identification of major programs:

CFDA Number	Name of Federal Program or Cluster
	Health Center Program Cluster

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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Board of Directors
Coos County Family Health Services, Inc.

We have audited the financial statements of Coos County Family Health Services, Inc. (the Organization) for the year ended June 30, 2019, and have issued our report thereon dated September 19, 2019. Professional standards require that we communicate to you the following information related to our audit.

REQUIRED COMMUNICATIONS

Our Responsibility under U.S. Generally Accepted Auditing Standards, *Government Auditing Standards* and Uniform Guidance

As stated in our engagement letter dated June 10, 2019, our responsibility, as described by professional standards, is to express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

In planning and performing our audit, we considered the Organization's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not to provide assurance on the internal control over financial reporting. We also considered internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

As part of obtaining reasonable assurance about whether the Organization's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit. Also, in accordance with the Uniform Guidance, we examined, on a test basis, evidence about compliance with the types of compliance requirements described in the OMB Compliance Supplement applicable to its major federal program for the purpose of expressing an opinion on the Organization's compliance with those requirements. While our audit provides a reasonable basis for our opinion, it does not provide a legal determination on the Organization's compliance with those requirements.

Other Information in Documents Containing Audited Financial Statements

Our responsibility for the supplementary information accompanying the financial statements, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies cost principles contained in the Uniform Guidance, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Organization are described in Note 1 to the financial statements. Effective in the year ended June 30, 2019, the Organization retrospectively adopted the provisions of the Financial Accounting Standards Board's (FASB) Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements of Not-For-Profit Entities (Topic 958).* The ASU marks the completion of the first phase of a larger project aimed at improving not-for-profit financial reporting. Under the ASU, net asset reporting is streamlined and clarified. The previous three category classification of net assets was replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions." The guidance for classifying deficiencies in endowment funds and on accounting for the lapsing of restrictions on gifts to acquire property and equipment has also been simplified and clarified. New disclosures highlight restrictions on the use of resources that make otherwise liquid assets unavailable for meeting near-term financial requirements. The ASU also imposes several new requirements related to reporting expenses. New or substantially modified disclosures in the financial statements are: Note 1 – *Basis of Presentation* and Note 2 – *Availability and Liquidity of Financial Assets.* Additionally, as a result of the new requirements related to the reporting of expenses, the financial statements have been expanded to include statements of functional expenses. The adoption had no effect on the Organization's total net assets, results of operations or cash flows for the years ended June 30, 2019 and 2018.

The application of existing policies was not otherwise changed during 2019. We noted no transactions entered into by the Organization during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

The financial statement disclosures are neutral, consistent and clear. Certain financial statement disclosures are particularly sensitive because of their significance to the financial statement users. The most significant of which relate to the adoption of ASU No. 2016-14 as discussed above.

Management Judgments and Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

The most sensitive estimates affecting the financial statements were:

- Management's estimate for the allowance for uncollectible accounts, which is based on historical collections from both uninsured patients and insured patients.
- Management's estimate for third party contractual allowances, which is based on historical contractual adjustments as a percentage of gross revenue for all commercial payers, including Medicare and Medicaid.
- Management's estimate for third party cost settlements, which is based on previously settled cost reports.
- Management's estimate for cost allocations between healthcare services and administrative support services, which is based on healthcare wages as a percentage of total wages (with the exception of program supplies and 340B program expenses which are 100% attributable to healthcare services and contract services which are allocated based on the service purchased).
- Management's estimate of depreciation and amortization, which is based on the straight-line method in a manner intended to amortize the cost of the assets over their estimated useful lives.

We have reviewed the bases for the estimates to satisfy ourselves of their reasonableness in relation to the financial statements taken as a whole.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. An audit adjustment is defined as a proposed correction of the financial statements that, in our judgment, may not have been detected except through our auditing procedures. There were no audit adjustments.

A passed audit adjustment is an adjustment that is not proposed as a current year audit adjustment because the dollar amount of the adjustment is not considered material to the financial statements. There were no passed audit adjustments in the current year.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated as of the date of this letter.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Organization's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

INTERNAL CONTROL

In planning and performing our audit of the consolidated financial statements of the Organization as of and for the year ended June 30, 2019, in accordance with U.S. generally accepted auditing standards, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency or combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the Organization's financial statements will not be prevented, or detected and corrected, on a timely basis.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be material weaknesses. 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.

EMERGING ISSUES

The following is a summary of emerging issues that may be relevant to the Organization relating to accounting, reporting and tax related topics.

Revenue Recognition

FASB ASU No. 2014-09, *Revenue from Contracts with Customers*, will be effective for the Organization for fiscal year ended June 30, 2020. The most significant impact of the ASU relates to the presentation of bad debts. Bad debts are now considered to be an inherent price concession (similar to a contractual allowance adjustment) and are no longer reported separately on the financial statements. Inherent price concessions should also be recorded when revenue is incurred, versus based on the aging of receivables. There are also additional required disclosures related to how revenue is recognized.

Accounting for Contributions

In June 2018, FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. This ASU will be effective for the Organization for fiscal year ended June 30, 2020. This ASU has two goals:

- Help organization's evaluate whether transactions should be accounted for as contributions or as exchange transactions; and
- Help determine whether a contribution is conditional or unconditional.

To determine whether the transactions are accounted for as a contribution or as an exchange transaction, the organization needs to determine if the funder receives direct benefit of roughly equal value to the resources it provides. In such a case, the transaction is considered an exchange transaction and is accounted for under ASU No. 2019-09, *Revenue from Contracts with Customers*. If the value the funder receives is incidental or indirect and the real benefit is to the general public, then the transaction is nonreciprocal (e.g. a contribution or a grant) and is accounted for under this ASU.

Once it has been determined that the transaction is a grant or contribution, the transaction has to be evaluated for conditions. Conditions must be met before the organization can recognize revenue. If there are no conditions, revenue can be recognized upon receipt.

The following two traits must be present to be considered to be a condition:

- A performance barrier that must be overcome for the recipient to be entitled to the funding (typically program focused and not administrative in nature such as providing informational reports); and
- Either a right of return of assets transferred or a right of release of a funder's obligation to transfer assets.

The biggest concern many organization have is whether this ASU will impact the recognition of the 330 grant revenue. While the ASU does result in the 330 grant being considered as a conditional grant, the fact that the Organization must incur qualifying expenses before being entitled to the funds does not change the timing for recognizing the grant revenue.

Preparing for the New Lease Standard

FASB ASU No. 2016-02, *Leases*, will be effective for the Organization for fiscal year ended June 30, 2021, although the FASB recently issued a proposed extension which may result in the ASU being effective in fiscal year 2022. Entities should begin preparing for this new standard by considering the following:

- What is an appropriate capitalization threshold for leases (on an individual and cumulative basis)?
- Will the entity require a lease accounting system (subject to amount and complexity of leases and staff capabilities)?
- Will debt covenants be impacted by the new standard? If yes, we recommend having a discussion with creditors prior to implementation to revise impacted agreements if necessary.

- Is there a process in place to accumulate and manage the Organization's leases? If not, the Organization should begin this process as soon as possible.

This ASU requires the recording of the right-to-use lease asset and the lease liability at the present value of the remaining future minimum lease payments. The ASU will be implemented using the modified retrospective approach, which means the leases will be remeasured as of the beginning of the earliest period presented in the financial statements (beginning of the previous fiscal year).

The ASU also requires additional qualitative and quantitative disclosures in the financial statements, including:

- A general description of the leases;
- The basis, terms, and conditions on which variable lease payments are determined, if applicable;
- The existence and terms and conditions of options to extend or terminate the lease (including options that have been recognized as part of the right-of-use assets and those that have not);
- The existence and terms and conditions of residual value guarantees provided by the Organization; and
- The restrictions or covenants imposed by leases (e.g. incurring additional financial obligations).

Exempt Organizations and the "Parking Tax"

In December 2018, the Internal Revenue Service (IRS) issued Notice 2018-99, which provided long-awaited guidance for the application of the Tax Cuts and Jobs Act (the Act) we brought to your attention last year.

Under the Act, nonprofit organizations are now subject to unrelated business income tax (UBIT) for certain disallowed qualified transportation fringe benefits, most notably, qualified parking. Qualified parking is defined as parking provided to an employee on or near the business premises of the employer or on or near a location from which the employee commutes to work. In a nutshell, if you provide parking to your employees, be it through a third-party parking garage, or a parking lot your organization either owns or leases, the organization is subject to UBIT on the cost of providing this benefit.

The costs paid to a third party for employee parking are taxable as unrelated business income and are subject to UBIT, up to the IRS limit of $260 per month. Any excess over the limitation is taxable compensation to the employee.

For organizations that own or lease all or a portion of a parking facility, the organization needs to determine the primary use of the parking spaces by counting the spaces during normal business hours on a typical business day. Spaces specifically reserved for the organization's employees are subject to a prorated share of parking expenses. If more than 50% of the remaining spaces are primarily used by employees rather than customers or the general public, then this ratio is multiplied by the parking expenses to determine the amount of parking expenses subject to UBIT. If the organization does not have reserves spaces and the number of spaces used by employees is less than 50% of the total spaces, the organization is not subject to UBIT.

Parking expenses include (but are not limited to) repairs, maintenance, utility costs, insurance, property taxes, interest, snow and ice removal, leaf removal, cleaning, landscape costs, parking lot attendant expenses, security, and rent or lease payments or a portion of a rent or lease payment (if not broken out separately).

IRS Work Plan

Each year the division within the IRS with oversight of exempt organizations publishes their Compliance Strategies for priority work in the upcoming year. The Fiscal Year 2019 Compliance Strategies include:

- Private benefit and inurement: organizations that show indicators of potential private benefit or inurement to individuals or private entities, including private foundation loans to disqualified persons.
- Worker classification: misclassified workers may result in incorrectly treating employees as independent contractors.
- Forms W-2/1099 matches: compare payments reported on Form 1099-Misc, with wages reported on Form W-2, and subject to FICA tax and income tax withholding.
- Backup withholding: mismatched and/or missing taxpayer identification numbers on Form 1099 may indicate failure to comply with backup withholding requirements.
- Financial Assistance Policy (FAP): tax-exempt hospitals that did not comply with Internal Revenue Code Section 501(r)(4).
- Federal Unemployment Tax Act (FUTA): exempt organizations that are required to, but fail to file Form 940.

The last bullet above may apply in situations where an organization that is exempt under Internal Revenue Code Section 501(c)(3) acts as a common paymaster or payroll agent for an organization that is exempt under a different code section, such as Section 501(c)(4). The FUTA exclusion applies only to organizations exempt under Section 501(c)(3). We recommend consulting your tax advisor if any of the above situations may apply to your organization.

* * * * * * * * * * * * *

This communication is intended solely for the information and use of the Board of Directors, Finance Committee, management, and others within the Organization and is not intended to be, and should not be, used by anyone other than these specified parties.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
September 19, 2019

COOS COUNTY FAMILY HEALTH SERVICES, INC.
54 WILLOW STREET – BERLIN, NH 03570
752-3669
BOARD OF DIRECTORS

H. Guyford Stever, Jr., 2022 (4th)
****PRESIDENT****
Chair, Executive Committee

Patti Stolte, 2020 (1st)
****VICE-PRESIDENT****
Chair, Personnel Committee

Aline Boucher, 2020 (4th)
****TREASURER****
Chair, Finance/Development Committee

Pauline Tibbetts, 2020 (1st)
****SECRETARY****

Robert Pelchat, 2020 (6th)

Marge McClellan, 2020 (6th)

Roland Olivier, 2020 (2nd)
Chair, Health Care Reform Committee

David Morin, 2020 (2nd)
Chair, Governance Committee

Claudette Morneau, 2020 (1st)
Chair, Quality Improvement Committee

Kassie Eafrati, 2022 (1st)

Melanie Maynor, 2022 (1st)

Cynthia Desmond, 2022 (1st)

Gregg Marrer

Alana Scannell

KENNETH E. GORDON

PROFESSIONAL HISTORY

2/2015 – Present Coos County Family Health Services, 54 Willow Street, Berlin, NH 03570 (603) 752-3669 ext. 4018 kgordon@ccfhs.org

CHIEF EXECUTIVE OFFICER (2015 – Present)

- Responsible for the successful administration and overall direction of a $10.2M Community Health Center, including 6 sites and 10 programs. Major administrative responsibilities include: oversight of budget preparation and fiscal management, development and implementation of long and short-term planning, personnel management, grantsmanship and public relations. Includes extensive contact with the public and government officials as well as ongoing communications with 14 member volunteer Board of Directors, 120 paid staff and numerous volunteers.

ADMINISTRATOR: North Country Health Consortium, Littleton, New Hampshire (8/13 – 2/15)

- Provided administrative leadership of the North Country Accountable Care Organization, a non-profit entity comprised of four community health centers working in collaboration to improve the health and well-being of North Country residents.

EXECUTIVE DIRECTOR: Area Agency on Aging for Northeastern Vermont, St. Johnsbury, Vermont (9/02 – 7/13)

- Provided administrative leadership to a private, non-profit human service agency serving older adults and family caregivers.
- Financial management of the organization's budget.
- Supervision of clinical and administrative staff.

SOCIAL SERVICES COORDINATOR: Caledonia Home Health Care and Hospice, St Johnsbury, Vermont (8/97 - 8/02)

- Provided medical social work to individuals and families receiving home care and hospice services.
- Supervised and coordinated the work of four master's level staff members.
- Provided consultation to medical staff regarding psycho-social issues.
- Participated in discharge planning with other social service and health agencies.

CHILD PROTECTIVE SERVICE WORKER: Vermont Department of Social & Rehabilitation Services, St. Johnsbury, Vermont (5/96 - 8/97)

- Coordinated multidisciplinary treatment teams providing services to families.
- Psychosocial assessment & case planning.
- Care Management (Medicaid reimbursable).
- Individual and family counseling.
- Placement and supervision of children in foster care.
- Preparation of court reports.

ADOPTION SOCIAL WORKER: Vermont Department of Social & Rehabilitation Services, St. Johnsbury & Newport, Vermont (4/90 -9/94)

- Recruitment, training and assessment of adoptive applicants.
- Placement and supervision of abused and neglected children with adoptive families.
- Counseling with birth parents considering the voluntary relinquishment of a child.
- Consultation with casework staff regarding adoption issues.
- Preparation of adoption homes studies and probate court reports.

FOSTER CARE COORDINATOR: Vermont Department of Social & Rehabilitation Services, St. Johnsbury, Vermont (12/86 - 4/90)

- Managed a foster care program serving approximately fifty children.
- Fiscal administration, program planning and evaluation.
- Curriculum development and in-service training.

ASSISTANT DIRECTOR: Upward Bound Project, Lyndon State College (9/85 - 12/86)

- Co-directed a college preparatory program for disadvantaged youth.
- Formulated program goals and evaluated outcomes.
- Co-authored a successful federal grant proposal totaling more than $400.00.
- Training, supervision and evaluation of staff.
- Academic and career counseling.

EDUCATION

MASTERS OF SOCIAL WORK (M.S.W.) May 1996. University of Vermont

- 1st year field internship: Reach Up Program, Vermont Department of Social Welfare
- 2nd year clinical internship: Fletcher Allen Health Care, Inpatient Psychiatric Unit

BACHELOR OF SCIENCE (B.S.) Behavioral Science and Special Education. May, 1984. Lyndon State College, Lyndonville, Vermont

REFERENCES

Available upon request

Patricia A. Couture

Work History

1983- Present Coos County Family Health Services, Berlin, NH.

1991- Present: Chief Operating Officer/RN: Responsible for the day-to-day administration and overall activities of the clinical services in conjunction with the Medical Director and Chief Executive Officer. Major administrative responsibilities include: implement and monitor quality improvement programs; hire, train, supervise and evaluate employees; assist Chief Executive Officer with grant proposals; assist Medical Director with clinical policies and guidelines; perform medical record audits; implement all clinical schedules, and be familiar with all outpatient nursing functions. Responsible for the overall direction, coordination and evaluation of Nursing, Medical Records, Pharmacy, Medical Support, Laboratory and Maintenance Services.

2011- Present: Corporate Compliance Officer: Responsible for the operation and management of the Compliance Program and reports to the CEO and Board of Directors.

1986-1991 Site Coordinator: Responsible for the coordination and evaluation of three programs: Family Planning/Women's Health, Sexually Transmitted Diseases, and HIV Counseling and Testing in three communities - Berlin, Lancaster and Colebrook. Administrative responsibilities included: trained, supervised and evaluated employees; assisted Executive Director with agency policies, procedure and protocols; and provided community education. Clinical responsibilities included: patient counseling, education, follow-up, documentation, laboratory services, referrals and nursing functions/procedures.

1983-1986 Clinical Nurse/Counselor: Responsible for outpatient clinical services and Family Planning/Women's Health counseling services.

1976-1983 St. Vincent de Paul Nursing Home, Berlin, NH.
LPN Charge Nurse: Nursing responsibilities included: responsible for 29 residents, supervised nurse's aides, prepared verbal/written reports, administration of medication, complete nursing care, transcribed physician orders, and documentation; nursing process, assessment, nursing diagnosis, care plan, outpatient goals, outcomes and nursing interventions.

1976-1977 Androscoggin Valley Hospital Berlin, NH
Private Duty Nurse: Complete nursing care.

Education:

Granite State College
Bachelor of Science in Healthcare Administration, 2007 December
Member of Alpha Sigma Lambda National Honor Society

New Hampshire Technical College, Berlin, NH
Associate Nursing Degree, 1989 (May)
Member of Phi Theta Kappa Honor Society

New Hampshire Vocational Technical College, Berlin, NH
Practical Nursing Diploma, 1976 (June)
Graduated with Honors

Berlin High School, Berlin, NH
Graduated 1975

License:

New Hampshire Board of Nursing, Concord, NH
Registered Nurse License, 1990 (July)
Practical Nurse License, 1976 (October)

Continued Education:

Nursing and Management Workshops, Seminars, National Conferences and Lectures.

References:

Available Upon Request

MELISSA M FRENETTE, CPA

FUNCTIONAL SUMMARY

Certified Public Accountant with over twelve years of experience in public accounting. Experienced in training and supervising staff, managing multiple on-going engagements and facilitating timely income tax filing and reporting for firm clients.

EMPLOYMENT

2007-Present Coos County Family Health Services Berlin, NH

Chief Financial Officer

- Oversee the general operation of the Finance and Purchasing Departments
- Analyzes available data and suggests way to improve agency's self sufficiency
- Prepares budgets, reports and studies for CCFHS and all funding sources
- Takes a leadership role in the annual financial audit
- Performs employee evaluations and assigns tasks as appropriate
- Attends applicable board and committee meetings
- Possesses a through working knowledge of cost reporting requirements

2004-2007 Malone, Dirubbo & Company/Phillips & AssociatesLincoln, NH

Senior Staff Accountant

- Conducted financial statement audits for multiple entities
- Prepared audited, reviewed, and compiled financial statements
- Compiled and prepared loan package information
- Consulted in business entity choices
- Prepared personal and business income tax returns
- Prepared personal and business income tax projections
- Prepared projected financial statements and cash flows
- Consulted in inventory cost methods
- Trained clients in use of accounting software

1995-2004 Driscoll & Company, PLLC Berlin, NH

Senior Staff Accountant/ Office Manager

- Supervised and trained office staff members
- Managed work flow for deadline achievement
- Installed and maintained accounting and tax software
- Prepared audited, reviewed, and compiled financial statements
- Prepared payroll tax returns
- Conducted 401(K) plan audits and financial statements

EDUCATION

1992-1995 Plymouth State University Plymouth, NH

B.S. Accounting, minor Mathematics

Graduated cum laude

COMMUNITY ACTIVITIES

Current Assistant Treasurer of Business Enterprise Development Corporation (BEDCO)

Former member Androscoggin Valley Economic Recovery (AVER) technology taskforce

PROFESSIONAL MEMBERSHIPS

American Institute of Certified Public Accountants

New Hampshire Society of Certified Public Accountants

CURRICULUM VITAE
William J. Gessner, MD

Professional Experience:

Medical Director – Coos County Family Health Services – August, 2014 – present

Staff Physician, Coos County Family Health Services - September, 2012 - present

Institute for Family Health – January – 2010 - August - 2012

Co-Medical Director – Hudson Valley Health Specialties - 2000 - 2012

Co-Medical Director - Ulster Greene ARC - 2000 - 2012

Medical Director - UGARC - 1994 - 2000

Medical Director - Ulster Association for Retarded Citizens (currently Ulster Greene ARC) Kingston, New York 1993 - Present

Medical Director - Ulster Rehabilitation Clinic
Kingston, New York 1993 - 2000

Co-Medical Director - Ulster Greene ARC
2000 - 2012

Co-Medical Director - Mountainside Residential Care Center
Margaretville, New York 1998 - 2012

Co-Medical Director - Margaretville Hospital
Margaretville, New York 2001 - 2012

Attending Physician, Kingston Family Practice Center
Kingston, New York 1991 - 2000

Senior VP Academic Affairs - Mid Hudson Family Health Institute
Kingston, New York 1991 - 2000

Program Director, Mid-Hudson Rural Family Practice Residency Program
Kingston, New York 1990 - 2000

Associate Program Director, Ulster County Rural Family Practice Residency Program
Kingston, New York 1985 - 1990

Assistant Program Director, Ulster County Rural Family Practice Residency Program
Kingston, New York 1984 - 1985

Attending Physician, Woodstock Family Health Center
Woodstock, New York 1983 - 1991

Medical Director, Woodstock Family Health Center
Woodstock, New York 1983 - 1984

Private Practice of Family Medicine
Newport, New Hampshire 1978 - 1983

Pre-Medical Education

College:	University of New Hampshire BA, Mathematics 1969 - 1973 Summa Cum Laude, Phi Beta Kappa

Medical Education

Medical School:	Dartmouth Medical School Hanover, New Hampshire 1972 - 1975 M. D. Degree Honors awarded in Internal Medicine Maternal and Child Health, Ambulatory Care
Internship:	University of Colorado Medical Center Family Medicine 1975 - 1976
Residency:	University of Colorado Medical Center Family Medicine 1976 - 1978

Medical Boards:

Diplomate, National Board of Medical Examiners
Diplomate, American Academy of Family Physicians

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Ken Gordon	CEO	$161,216	0%	0
Patricia Couture	COO	$136,365	5.5%	$7,500
Melissa Frenette	CFO	$130,582	0%	0
William Gessner, MD	Medical Director	$86,000	0%	0

MLC
276

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES
29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

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May 31, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into **retroactive** agreements with the fifteen (15) vendors, as listed in the tables below, for the provision of primary health care services that include preventive and episodic health care for acute and chronic health conditions for people of all ages, statewide; including pregnant women, children, adolescents, adults, the elderly and homeless individuals, effective **retroactive** to April 1, 2018 upon Governor and Executive Council approval through March 31, 2020. 26% Federal Funds and 74% General Funds.

Primary Care Services			
Vendor	**Vendor Number**	**Location**	**Amount**
Ammonoosuc Community Health Services, Inc.	177755-R001	25 Mount Eustis Road, Littleton, NH 03561	$373,662
Coos County Family Health Services, Inc.	155327-B001	133 Pleasant Street, Berlin, NH 03570	$213,277
Greater Seacoast Community Health	154703-B001	311 Route 108, Somersworth, NH 03878	$1,017,629
HealthFirst Family Care Center	158221-B001	841 Central Street, Franklin, NH 03235	$477,877
Indian Stream Health Center	165274-B001	141 Corliss Lane, Colebrook, NH 03576	$157,917

Lamprey Health Care, Inc.	177677-R001	207 South Main Street, Newmarket, NH 03857	$1,049,538
Manchester Community Health Center	157274-B001	145 Hollis Street, Manchester NH 03101	$1,190,293
Mid-State Health Center	158055-B001	101 Boulder Point Drive, Suite 1, Plymouth, NH 03264	$306,570
Weeks Medical Center	177171-R001	170 Middle Street, Lancaster, NH 03584/PO Box 240, Whitefield, NH 03598	$180,885
Sub-Total			***$4,967,648***

Primary Care Services for Specific Counties			
Vendor	**Vendor Number**	**Location**	**Amount**
Manchester Community Health Center	157274-B001	145 Hollis Street, Manchester NH 03101	$80,000
Concord Hospital	177653-B011	250 Pleasant St, Concord, NH 03301	$484,176
White Mountain Community Health Center	174170-R001	298 White Mountain Highway, PO Box 2800, Conway, NH 03818	$352,976
Sub-Total			***$917,152***

Primary Care Services for the Homeless			
Vendor	**Vendor Number**	**Location**	**Amount**
Greater Seacoast Community Health	154703-B001	311 Route 108, Somersworth, NH 03878	$146,488
Harbor Homes, Inc.	155358-B001	77 Northeastern Blvd, Nashua, NH 03062	$150,848
Sub-Total			***$297,336***

Primary Care Services for the Homeless – Sole Source for Manchester Department of Public Health			
Vendor	**Vendor Number**	**Location**	**Amount**
Manchester Health Department	177433-B009	1528 Elm Street, Manchester, NH 03101	$155,650
Sub-Total			***$155,650***
Primary Care Services Total Amount			**$6,337,786**

Funds are available in the following account for State Fiscal Years 2018 and 2019, and anticipated to be available in State Fiscal Year 2020, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

05-95-90-902010-51900000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, MATERNAL - CHILD HEALTH

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Svcs	90080100	$792,224
2019	102-500731	Contracts for Program Svcs	90080100	$3,168,891
2020	102-500731	Contracts for Program Svcs	90080100	$2,376,671
Total				**$6,337,786**

EXPLANATION

This request is **retroactive** as the Request for Proposals timeline extended beyond the expiration date of the previous primary care services contracts. The Request for Proposals was reissued to ensure that services would be provided in specific counties and in the City of Manchester, where the need is the greatest. Continuing this service without interruption allows for the availability of primary health care services for New Hampshire's most vulnerable populations who are at disproportionate risk of poor health outcomes and limited access to preventative care.

The agreement with the Manchester Health Department is **sole source**, as it is the only vendor capable and amenable to provide primary health care services to the homeless population of the City of Manchester. This community has been disproportionately impacted by the opioid crisis; increasing health risks to individuals who experience homelessness.

The purpose of these agreements is to provide primary health care services that include preventive and ongoing heath care for acute and chronic health conditions for people of all ages, including pregnant women, children, adolescents, adults, the elderly and the homeless. Primary and preventative health care services are provided to underserved, low-income and homeless individuals who experience barriers to accessing health care due to issues such as lack of insurance, inability to pay, limited language proficiency and geographic isolation. Primary care providers provide an array of enabling patient-centered services such as care coordination, translation services, transportation, outreach, eligibility assistance, and health education. These services assist individuals in overcoming barriers to achieve their optimal health.

Primary Care Services vendors were selected for this project through competitive bid processes. The Request for Proposals for Primary Care Services was posted on the Department of Health and Human Services' website from December 12, 2017 through January 23, 2018. A separate Request for Proposals to address a deficiency in Primary Care Services for specific counties was posted on the Department's website from February 12, 2018 through March 2, 2018. Additionally, the Request for Proposals for Primary Care Services for the Homeless was posted on the Department's website from January 26, 2018 through March 13, 2018.

The Department received fourteen (14) proposals. The proposals were reviewed and scored by a team of individuals with program specific knowledge. The Score Summaries are attached. A separate sole source agreement is requested to address the specific need of the homeless population of the City of Manchester.

As referenced in the Request for Proposals and in Exhibit C-1, Revisions to General Provisions, these Agreements reserve the option to extend contract services for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The Department will directly oversee and manage the contracts to ensure that quality improvement, enabling and annual project objectives are defined in order to measure the effectiveness of the program.

Should the Governor and Executive Council not authorize this request, the Department may be unable to ensure preventive and regular health care for acute and chronic health conditions for low income and homeless individuals of all ages, including pregnant women, children, adolescents, adults, and the elderly throughout the state.

Area served: Statewide.

Source of Funds: 26% Federal Funds from the US Department of Health and Human Services, Human Resources & Services Administration (HRSA), Maternal and Child Health Services (MCHS) Catalog of Federal Domestic Assistance (CFDA) #93.994, Federal Award Identification Number (FAIN), B04MC30627 and 74% General Funds.

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

Respectfully submitted,

Lisa Morris, MSSW
Director

Approved by:
Jeffrey A. Meyers
Commissioner

Subject: Primary Care Services (RFP-2018-DPHS-15-PRIMA)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Coos County Family Health Services, Inc.		1.4 Contractor Address 54 Willow Street, Berlin, NH 03570	
1.5 Contractor Phone Number 603-752-3669	1.6 Account Number 05-95-90-902010-51900000-102-500731	1.7 Completion Date March 31, 2020	1.8 Price Limitation $213,277
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature Kel Gordon		1.12 Name and Title of Contractor Signatory Kellen E. Gordon, CEO	

1.13 Acknowledgement: State of NH, County of Coos

On April 16, 2018, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Linda Blanchette

LINDA BLANCHETTE, Notary Public
My Commission Expires September 18, 2018

1.13.2 Name and Title of Notary or Justice of the Peace

Linda Blanchette - Executive Assistant

1.14 State Agency Signature Date: 4/26/18	1.15 Name and Title of State Agency Signatory LISA MORRIS, Director DPHS

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 5/22/18

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials KG
Date 4/16-18

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials
Date 4-16-18

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials K a

Date 4/26/18

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered. The Department shall be the payor of last resort.

1.4. Preventative and Primary Health Care, as well as related Care Management and Enabling Services shall be provided to individuals of all ages, statewide, who are:

1.4.1. Uninsured.

1.4.2. Underinsured.

1.4.3. Low-income (defined as <185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines.

1.5. The Contractor shall remain in compliance with all applicable state and federal laws for the duration of the contract period, including but not limited to:

1.5.1. NH RSA 141-C and Administrative Rule He-P 301, adopted 6/3/08, which requires the reporting of all communicable diseases.

1.5.2. NH RSA 169:C, Child Protection Act; NH RSA 161-F46, Protective Services to Adults, NH RSA 631:6, Assault and Related Offences, and RSA 130:A, Lead Paint Poisoning and Control.

1.5.3. NH RSA 141-C and the Immunization Rules promulgated, hereunder.

2. Eligibility Determination Services

2.1. The Contractor shall notify the Department, in writing, if access to Primary Care Services for new patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

2.2. The Contractor shall assist individuals with completing a Medicaid/Expanded Medicaid and other health insurance application when income calculations indicate possible Medicaid eligibility.

2.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered.

2.4. The Contractor shall post a notice in a public and conspicuous location noting that no individual will be denied services for an inability to pay.

2.5. The Contractor shall develop and implement a sliding fee scale for services in accordance with the Federal Poverty Guidelines. The Contractor shall make the sliding fee scale available to the Department upon request.

3. *Primary Care Services*

3.1. The Contractor shall ensure primary care services are provided by a New Hampshire licensed Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Advanced Practice Registered Nurse (APRN) or Physician Assistant (PA) to eligible individuals in the service area.

3.2. The Contractor shall ensure primary care services include, but are not limited to:

3.2.1. Reproductive health services.

3.2.2. Perinatal health services including but not limited to access to obstetrical services either on-site or by referral.

3.2.3. Preventive services, screenings and health education in accordance with established, documented state or national guidelines.

3.2.4. Integrated behavioral health services.

3.2.5. Pathology, radiology, surgical and CLIA certified laboratory services either on-site or by referral.

3.2.6. Assessment of need and follow-up/referral as indicated for:

3.2.6.1. Tobacco cessation, including referral to QuitWorks-NH, www.QuitWorksNH.org.

3.2.6.2. Social services.

3.2.6.3. Chronic Disease management, including disease specific referral and self-management education such as referral to Diabetes Self-Management Education (DSME) as recommended by American Diabetes Association (ADA).

3.2.6.4. Nutrition services, including Women, Infants and Children (WIC) Food and Nutrition Service, as appropriate;

3.2.6.5. Screening, Brief Intervention and Referral to Treatment (SBIRT) services, including but not limited to contact with the Regional Public Health Network Continuum of Care Development Initiative.

3.2.6.6. Referrals to health, home care, oral health and behavioral health specialty providers who offer sliding scale fees, when available.

3.3. The Contractor shall provide care management for individuals enrolled for

primary care services, which includes, but is not limited to:

3.3.1. Integrated and coordinated services that ensure patients receive necessary care, including behavioral health and oral care when and where it is needed and wanted, in a culturally and linguistically appropriate manner.

3.3.2. Access to a healthcare provider by telephone twenty-four (24) hours per day, seven (7) days per week, directly, by referral or subcontract.

3.3.3. Care facilitated by registries; information technology; health information exchanged.

3.4. The Contractor shall provide and facilitate enabling services, which are non-clinical services that support the delivery of basic primary care services, and facilitate access to comprehensive patient care as well as social services that include, but are not limited to:

3.4.1. Benefit counseling.

3.4.2. Health insurance eligibility and enrollment assistance.

3.4.3. Health education and supportive counseling.

3.4.4. Interpretation/translation for individuals with Limited English Proficiency or other communication needs.

3.4.5. Outreach, which may include the use of community health workers.

3.4.6. Transportation.

3.4.7. Education of patients and the community regarding the availability and appropriate use of health services.

4. Quality Improvement

4.1. The Contractor shall develop, define, facilitate and implement a minimum of two (2) Quality Improvement (QI) projects, which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of targeted patient groups.

4.1.1. One (1) quality improvement project must focus on the performance measure as designated by MCHS. (Defined as Adolescent Well Visits for SFY 2018 – 2019)

4.1.2. The other(s) will be chosen by the vendor based on previous performance outcomes needing improvement.

4.2. The Contractor shall utilize Quality Improvement Science to develop and implement a QI Workplan for each QI project. The QI Workplan will include:

4.2.1. Specific goals and objectives for the project period; and

4.2.2. Evaluation methods used to demonstrate improvement in the quality, efficiency, and effectiveness of patient care.

4.3. The Contractor shall include baseline measurements for each area of

improvement identified in the QI projects, to establish health care services and health status of targeted patient groups to be improved upon.

4.4. The Contractor may utilize activities in QI projects that enhance clinical workflow and improve patient outcomes, which may include, but are not limited to:

4.4.1.1. EMR prompts/alerts.

4.4.1.2. Protocols/Guidelines.

4.4.1.3. Diagnostic support.

4.4.1.4. Patient registries.

4.4.1.5. Collaborative learning sessions.

5. Staffing

5.1. The Contractor shall ensure all health and allied health professions have the appropriate, current New Hampshire licenses whether directly employed, contracted or subcontracted.

5.2. The Contractor shall employ a medical services director with special training and experience in primary care who shall participate in quality improvement activities and be available to other staff for consultation, as needed.

5.3. The Contractor shall notify the Maternal and Child Health Section (MCHS), in writing, of any newly hired administrator, clinical coordinator or any staff person essential to providing contracted services and include a copy of the individual's resume, within thirty (30) days of hire.

5.4. The Contractor shall notify the MCHS, in writing, when:

5.4.1. Any critical position is vacant for more than thirty (30) days;

5.4.2. There is not adequate staffing to perform all required services for any period lasting more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

6. Coordination of Services

6.1. The Contractor shall participate in activities within their Public Health Region, as appropriate, to enhance the integration of community-based public health prevention and healthcare initiatives being implemented, including but not limited to:

6.1.1. Community needs assessments;

6.1.2. Public health performance assessments; and

6.1.3. Regional health improvement plans under development.

6.2. The Contractor shall participate in and coordinate public health activities, as requested by the Department, during any disease outbreak and/or emergency that affects the public's health.

7. Required Meetings & Trainings

7.1. The Contractor shall attend meetings and trainings facilitated by the MCHS programs that include, but are not limited to:

7.1.1. MCHS Agency Directors' meetings;

7.1.2. MCHS Primary Care Coordinators' meetings, which are held two (2) times per year, which may require attendance by agency quality improvement staff; and

7.1.3. MCHS Agency Medical Services Directors' meetings.

8. Workplans, Outcome Reports & Additional Reporting Requirements

8.1. The Contractor shall collect and report data as detailed in Exhibit A-1 "Reporting Metrics" according to the Exhibit A-2 "Report Timing Requirements".

8.2. The Contractor shall submit reports as defined within Exhibit A-2 "Report Timing Requirements".

8.3. The Contractor shall submit an updated budget narrative, within thirty (30) days of the contract execution date and annually, as defined in Exhibit A-2 "Report Timing Requirements". The budget narrative shall include, at a minimum;

8.3.1. Staff roles and responsibilities, defining the impact each role has on contract services;

8.3.2. Staff list, defining;

8.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

8.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

8.4. In addition to the report defined within Exhibit A-2 "Report Timing Requirements", the Contractor shall submit a Sources of Revenue report at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

9. On-Site Reviews

9.1. The Contractor shall permit a team or person authorized by the Department to periodically review the Contractor's:

9.1.1. Systems of governance.

9.1.2. Administration.

9.1.3. Data collection and submission.

9.1.4. Clinical and financial management.

9.1.5. Delivery of education services.

9.2. The Contractor shall cooperate with the Department to ensure information needed for the reviews is accessible and provided. The Contractor shall ensure information includes, but is not limited to:

9.2.1. Client records.

9.2.2. Documentation of approved enabling services and quality improvement projects, including process and outcome evaluations.

9.3. The Contractor shall take corrective actions, as advised by the review team, if services provided are not in compliance with the contract requirements.

10. Performance Measures

10.1. The Contractor shall ensure that the following performance indicators are annually achieved and monitored quarterly to measure the effectiveness of the agreement:

10.1.1. Annual improvement objectives shall be defined by the vendor and submitted to the Department. Objectives shall be measurable, specific and align to the provision of primary care services defined within Exhibit A-1 "Reporting Metrics"

Exhibit A-1 – Reporting Metrics

1. **Definitions**

1.1. **Measurement Year** – Measurement Year consists of 365 days and is defined as either:

1.1.1. The calendar year, (January 1st through December 31st); or

1.1.2. The state fiscal year (July 1st through June 30th).

1.2. **Medical Visit** – Medical visit is defined as any office visit including all well-care and acute-care visits.

1.3. **HEDIS** – Healthcare Effectiveness Data and Information Set

1.4. **NQF** – National Quality Forum

1.5. **Title V** – Federal Maternal and Child Health Services Block Grant

1.6. **UDS** – Uniform Data System

1.7. **NH MCHS** – New Hampshire Maternal and Child Health Section

2. **MCHS PRIMARY CARE PERFORMANCE MEASURES**

2.1. **Breastfeeding**

2.1.1. Percent of infants who are ever breastfed (Title V PM #4).

2.1.1.1. Numerator: All patient infants who were ever breastfed or received breast milk.

2.1.1.2. Numerator Note: The American Academy of Pediatrics recommends all infants exclusively breastfeed for about six (6) months as human milk supports optimal growth and development by providing all required nutrients during that time.

2.1.1.3. Denominator: All patient infants born in the measurement year.

2.2. **Preventive Health: Lead Screening**

2.2.1. Percent of children three (3) years of age who had two (2) or more capillary or venous lead blood test for lead poisoning by their third birthday. (NH MCHS).

2.2.1.1. Numerator: All patient children who received at least one capillary or venous lead screening test between nine (9) months to eighteen (18) months of age **AND** one (1) capillary or venous lead screening test between nineteen (19) to thirty (30) months of age.

2.2.1.2. Denominator: All patient children who turned three (3) years old during the measurement year that had at least one (1) medical visit during the measurement year.

2.3. **Preventive Health: Adolescent Well-Care Visit**

2.3.1. Percent of adolescents, twelve (12) through twenty-one (21) years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year (HEDIS).

2.3.1.1. Numerator: Number of adolescents, ages 12 through 21 years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year.

2.3.1.2. Denominator: Number of patient adolescents, ages 12 through 21 years of age by the end of the measurement year.

2.4. **Preventive Health: Depression Screening**

2.4.1. Percentage of patients ages twelve (12) and older screened for clinical depression using an age appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NQF 0418, UDS).

2.4.1.1. Numerator: Patients twelve (12) years and older who are screened for clinical depression using an age-appropriate standardized depression screening tool **AND** if positive, a follow-up plan documented.

2.4.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented follow-up plan.

2.4.1.3. Denominator: All patients twelve (12) years and older by the end of the measurement year who had at least one (1) medical visit during the measurement year.

2.4.1.4. Denominator Exception: Depression screening not performed due to medical contraindicated or patient refusal.

2.4.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as suicide risk assessment and/or referral to practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.4.2. Maternal Depression Screening

2.4.2.1. Percentage of women who are screened for clinical depression during any visit up to twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NH MCHS).

2.4.2.1.1. Numerator: Women who are screened for clinical depression during the first twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if screened positive have documented follow-up plan.

2.4.2.1.2. Numerator Note: Numerator includes women who screened negative PLUS women who screened positive AND have documented follow-up plan.

2.4.2.1.3. Denominator: All women who had any office visit up to twelve (12) weeks following delivery during the measurement year.

2.4.2.1.4. Denominator Exception: Documentation of depression screening not performed due to medical contraindicated or patient refusal.

2.4.2.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as Suicide Risk Assessment and/or referral to a practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.5. **Preventive Health: Obesity Screening**

2.5.1. Percentage of patients aged 18 years and older with a calculated BMI in the past six months or during the current visit documented in the medical record AND if the most recent BMI is outside of normal parameters, a follow-up plan is documented (NQF 0421, UDS).

2.5.1.1. Normal parameters: Age 65 and older BMI $\geq$ 23 and < 30

2.5.1.2. Age 18 through 64 BMI $\geq$ 18.5 and < 25

2.5.1.3. Numerator: Patients with BMI calculated within the past six months or during the current visit and a follow-up plan documented if the BMI is outside of parameters (Normal BMI + abnormal BMI with documented plan).

2.5.1.4. Definition of Follow-Up Plan: Proposed outline of follow-up plan to be conducted as a result of BMI outside of normal parameters. The follow-up plan can include documentation of a future appointment, education, referral (such as registered dietician, nutritionist, occupational therapist, primary care physician, exercise physiologist, mental health provider, surgeon, etc.), prescription of/administration of dietary supplements, exercise counseling, nutrition counseling, etc.

2.5.1.5. Denominator: All patients aged 18 years and older who had at least one (1) medical visit during the measurement year.

2.5.2. Percent of patients aged 3 through 17 who had evidence of BMI percentile documentation AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year (UDS).

2.5.2.1. Numerator: Number of patients in the denominator who had their BMI percentile (not just BMI or height and weight) documented during the measurement year AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year.

2.5.2.2. Denominator: Number of patients who were one year after their second birthday (i.e., were 3 years of age) through adolescents who were aged up to one year past their 16th birthday (i.e., up until they were 17) at some point during the measurement year, who had at least one medical visit during the reporting year, and were seen by the health center for the first time prior to their 17th birthday.

2.6. **Preventive Health: Tobacco Screening**

2.6.1. Percent of patients aged 18 years and older who were screened for tobacco use at least once during the measurement year or prior year AND who received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user (UDS).

2.6.1.1. Numerator: number of patients in the denominator for whom documentation demonstrates that patients were queried about their tobacco use one or more times during their most recent visit OR within twenty-four (24) months of the most

recent visit and received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user.

2.6.1.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.6.1.4. Definitions:

2.6.1.4.1. Tobacco Use: Includes any type of tobacco.

2.6.1.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy.

2.6.2. Percent of women who are screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user (NH MCHS).

2.6.2.1. Numerator: Pregnant women who were screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user.

2.6.2.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.2.3. Denominator: All women who delivered a live birth in the measurement year.

2.6.2.4. Definitions:

2.6.2.4.1. Tobacco Use: Includes any type of tobacco

2.6.2.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy

2.7. **At Risk Population: Hypertension**

2.7.1. Percentage of patients aged 18 through 85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90mmHG) during the measurement year (NQF 0018).

2.7.1.1. Numerator: Number of patients from the denominator with blood pressure measurement less than 140/90 mm HG at the time of their last measurement.

2.7.1.2. Denominator: Number of patients age 18 through 85 with diagnosed hypertension (must have been diagnosed with hypertension 6 or more months before the measurement date) who had at least one (1) medical visit during the measurement year. (Excludes pregnant women and patients with End Stage Renal Disease.)

2.8. **Patient Safety: Falls Screening**

2.8.1. Percent of patients aged 65 years and older who were screened for fall risk at least once within 12 months (NH MCHS).

2.8.1.1. Numerator: Patients who were screened for fall risk at least once within the measurement year.

2.8.1.2. Denominator: All patients aged 65 years and older seen by a health care provider within the measurement year.

2.9. **SBIRT**

2.9.1. SBIRT – Percent of patients aged 18 years and older who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.1.1. Numerator: Number of patients in the denominator who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, who received a brief intervention and/or referral to services.

2.9.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.1.3. Denominator: Number of patients aged 18 years and older seen for annual/preventive visit within the measurement year.

2.9.1.4. Definitions:

2.9.1.4.1. Substance Use: Includes any type of alcohol or drug.

2.9.1.4.2. Brief Intervention: Includes guidance or counseling.

2.9.1.4.3. Referral to Services: includes any recommendation of direct referral for substance abuse services.

2.9.2. Percent of pregnant women who were screened, using a formal valid screening tool, for substance use, during every trimester they are

enrolled in the prenatal program AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.2.1. Numerator: Number of women in the denominator who were screened for substance use, using a formal and valid screening tool, during each trimester that they were enrolled in the prenatal program AND if positive, received a brief intervention or referral to services

2.9.2.2. Numerator Note: numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.2.3. Denominator: Number of women enrolled in the agency prenatal program and who had a live birth during the measurement year.

Exhibit A-2 – Report Timing Requirements

1.1. **Primary Care Services Reporting Requirements**

1.1.1. The reports are required due on the date(s) listed, or, in years where the date listed falls on a non-business day, reports are due on the Friday immediately prior to the date listed.

1.1.2. The Vendor is required to complete and submit each report, following instructions sent by the Department

1.1.3. An updated budget narrative must be provided to the Department, within thirty (30) days of contract approval. The budget narrative must include, at a minimum;

1.1.3.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.1.3.2. Staff list, defining;

1.1.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.1.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

1.2. **Annual Reports**

1.2.1. The following reports are required annually, on or prior to;

1.2.1.1. March 31st;

1.2.1.1.1. Uniform Data Set (UDS) Data tables reflecting program performance for the previous calendar year;

1.2.1.1.2. Budget narrative, which includes, at a minimum;

1.2.1.1.2.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.2.1.1.2.2. Staff list, defining;

1.2.1.1.2.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.2.1.1.2.2.2. The individual cost, in U.S. Dollars, of each

identified individual allocated to contract services.

1.2.1.2. July 31st;

1.2.1.2.1. Summary of patient satisfaction survey results obtained during the prior contract year;

1.2.1.2.2. Quality Improvement (QI) Workplans, Performance Outcome Section

1.2.1.2.3. Enabling Services Workplans, Performance Outcome Section

1.2.1.3. September 1st;

1.2.1.3.1. QI workplan revisions, as needed;

1.2.1.3.2. Enabling Service Workplan revisions, as needed;

1.2.1.3.3. Correction Action Plan (Performance Measure Outcome Report), as needed;

1.3. **Semi-Annual Reports**

1.3.1. Primary Care Services Measure Data Trend Table (DTT), due on;

1.3.1.1. July 31, 2018 (measurement period July 1– June 30) and;

1.3.1.2. January 31 (measurement period January 1 – December 31).

1.4. **The following report is required 30 days following the end of each quarter, beginning in State Fiscal Year 2018;**

1.4.1. Perinatal Client Data Form (PCDF);

1.4.1.1. Due on April 30, July 31, October 31 and January 31

Contractor Initials: KG
Date: 4/9/18

Method and Conditions Precedent to Payment

1. The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This contract is funded with general and federal funds. Department access to supporting funding for this project is dependent upon meeting the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) (https://www.cfda.gov) #93.994, *Maternal and Child* Health Services Block Grant to the States

3. The Contractor shall not use or apply contract funds for capital additions, improvements, entertainment costs or any other costs not approved by the Department.

4. Payment for services shall be as follows:

   4.1. Payments shall be on a cost reimbursement basis for approved actual costs in accordance with Exhibits B-1 through Exhibit B-3.

   4.2. The Contractor shall submit invoices in a form satisfactory to the State no later than the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor agrees to keep detailed records of their activities related to Department-funded programs and services.

      4.2.1. Expenditure detail may be requested by the Department on an intermittent basis, which the Contractor must provide.

      4.2.2. Onsite reviews may be required.

   4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

   4.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or invoices may be mailed to:

      Financial Administrator

      Department of Health and Human Services

      Division of Public Health

      29 Hazen Dr.

      Concord, NH 03301

4.5. The final invoice shall be due to the State no later than forty (40) days after the date specified in Form P-37, Block 1.7 Completion Date.

4.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

5. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjusting encumbrances between State Fiscal Years within the price limitation may be made without obtaining approval of the Governor and Executive Council, upon written agreement of both parties.

Exhibit B-1

New Hampshire Department of Health and Human Services

Bidder/Program Name: Coos County Family Health Services

Budget Request for: Primary Care Services

Budget Period: April 1, 2018 - June 30, 2018

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 23,251.75	$ -	$ 23,251.75	$ -	$ -	$ -	$ 17,356.10	$ -	$ 17,356.10
2. Employee Benefits	$ 7,440.50	$ -	$ 7,440.50	$ -	$ -	$ -	$ 5,553.90	$ -	$ 5,553.90
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 1,250.00	$ -	$ 1,250.00	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 825.00	$ -	$ 825.00	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 125.00	$ -	$ 125.00	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ 1,250.00	$ -	$ 1,250.00	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 375.00	$ -	$ 375.00	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ 312.50	$ -	$ 312.50	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ 375.00	$ -	$ 375.00	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 125.00	$ -	$ 125.00	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 375.00	$ -	$ 375.00	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 3,750.00	$ -	$ 3,750.00	$ -	$ -	$ -	$ 3,750.00	$ -	$ 3,750.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 41,384.75	$ -	$ 41,384.75	$ -	$ -	$ -	$ 26,660.00	$ -	$ 26,660.00

Indirect As A Percent of Direct 0.0%

Exhibit B-2

New Hampshire Department of Health and Human Services

Bidder/Program Name: Coos County Family Health

Budget Request for: Primary Care Services

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

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 85,013.00	$ -	$ 85,013.00	$ 15,590.00	$ -	$ 15,590.00	$ 69,423.00	$ -	$ 69,423.00
2. Employee Benefits	$ 27,204.00	$ -	$ 27,204.00	$ 4,989.00	$ -	$ 4,989.00	$ 22,215.00	$ -	$ 22,215.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 2,000.00	$ -	$ 2,000.00	$ 2,000.00	$ -	$ 2,000.00	$ -	$ -	$ -
Repair and Maintenance	$ 2,000.00	$ -	$ 2,000.00	$ 2,000.00	$ -	$ 2,000.00	$ -	$ -	$ -
Purchase/Depreciation	$ 5,000.00	$ -	$ 5,000.00	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 2,500.00	$ -	$ 2,500.00	$ 2,500.00	$ -	$ 2,500.00	$ -	$ -	$ -
6. Travel	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -
7. Occupancy	$ 5,000.00	$ -	$ 5,000.00	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 1,500.00	$ -	$ 1,500.00	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	$ -
Postage	$ 1,250.00	$ -	$ 1,250.00	$ 1,250.00	$ -	$ 1,250.00	$ -	$ -	$ -
Subscriptions	$ 1,200.00	$ -	$ 1,200.00	$ 1,200.00	$ -	$ 1,200.00	$ -	$ -	$ -
Audit and Legal	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -
Insurance	$ 1,500.00	$ -	$ 1,500.00	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -
10. Marketing/Communications	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -
11. Staff Education and Training	$ 1,500.00	$ -	$ 1,500.00	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 15,000.00	$ -	$ 15,000.00	$ -	$ -	$ -	$ 15,000.00	$ -	$ 15,000.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 154,667.00	$ -	$ 154,667.00	$ 48,029.00	$ -	$ 48,029.00	$ 106,638.00	$ -	$ 106,638.00

Indirect As A Percent of Direct 0.0%

Exhibit B-3

New Hampshire Department of Health and Human Services

Bidder/Program Name: Coos County Family Health

Budget Request for: Primary Care Services

Budget Period: July 1, 2019 - March 31, 2020 (SFY 20)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 54,841.00	$ -	$ 54,841.00	$ 15,590.00	$ -	$ 15,590.00	$ 52,068.00	$ -	$ 52,068.00
2. Employee Benefits	$ 17,484.75	$ -	$ 17,484.75	$ 4,989.60	$ -	$ 4,989.60	$ 16,661.00	$ -	$ 16,661.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 2,000.00	$ -	$ 2,000.00	$ 2,000.00	$ -	$ 2,000.00	$ -	$ -	$ -
Repair and Maintenance	$ 2,000.00	$ -	$ 2,000.00	$ 2,000.00	$ -	$ 2,000.00	$ -	$ -	$ -
Purchase/Depreciation	$ 5,000.00	$ -	$ 5,000.00	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 2,500.00	$ -	$ 2,500.00	$ 2,500.00	$ -	$ 2,500.00	$ -	$ -	$ -
6. Travel	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -
7. Occupancy	$ 5,000.00	$ -	$ 5,000.00	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 1,500.00	$ -	$ 1,500.00	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	$ -
Postage	$ 1,250.00	$ -	$ 1,250.00	$ 1,250.00	$ -	$ 1,250.00	$ -	$ -	$ -
Subscriptions	$ 1,200.00	$ -	$ 1,200.00	$ 1,200.00	$ -	$ 1,200.00	$ -	$ -	$ -
Audit and Legal	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -
Insurance	$ 1,500.00	$ -	$ 1,500.00	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -
10. Marketing/Communications	$ 499.25	$ -	$ 499.25	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -
11. Staff Education and Training	$ 1,500.00	$ -	$ 1,500.00	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 8,437.50	$ -	$ 8,437.50	$ -	$ -	$ -	$ 11,250.00	$ -	$ 11,250.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 108,812.50	$ -	$ 108,812.50	$ 48,029.60	$ -	$ 48,029.60	$ 79,979.00	$ -	$ 79,979.00

Indirect As A Percent of Direct 0.0%

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

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

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

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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Division reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name:

4-16-18
Date

Name:
Title: CFO

Contractor Initials
Date 4-16-18

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, 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-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

4/16/18
Date

Name:
Title: CEO

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

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:

4/16/18
Date

Name:
Title: CEO

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.

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:

4-16-19
Date

Name:
Title: CEO

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:

4-16-18
Date

Name:
Title: CEO

HEALTH INSURANCE PORTABLITY 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, TitleXIII, 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.

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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 (l). 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

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

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.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	Coos Co. Family Health Services
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR DPHS	
Title of Authorized Representative	Title of Authorized Representative
4/26/18	April 16, 2018
Date	Date

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

4-16-18
Date

Name:
Title: CEO

FORM A

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

1. The DUNS number for your entity is: 167385509

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

   ✓ NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or

consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not

use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the

scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from 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. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

b. safeguard this information at all times.

c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS contact program and policy:
(Insert Office or Program Name)
(Insert Title)
DHHS-Contracts@dhhs.nh.gov

B. DHHS contact for Data Management or Data Exchange issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

C. DHHS contacts for Privacy issues:
DHHSPrivacyOfficer@dhhs.nh.gov

D. DHHS contact for Information Security issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

E. DHHS contact for Breach notifications:
DHHSInformationSecurityOffice@dhhs.nh.gov
DHHSPrivacy.Officer@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Primary Care Services

This 1st Amendment to the Primary Care Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Greater Seacoast Community Health (hereinafter referred to as "the Contractor"), a non-profit with a place of business at 311 Route 108, Somersworth, NH 03878.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018, (Item #27G), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2021.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $1,612,306.

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

   Nathan D. White, Director.

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

   603-271-9631.

5. Modify Exhibit A, Scope of Services by deleting it in its entirety and replacing with Exhibit A, Amendment #1, Scope of Services, incorporated by reference and attached herein.

6. Modify Exhibit A-1, Reporting Metrics by deleting it in its entirety and replacing with Exhibit A-1, Reporting Metrics Amendment #1, incorporated by reference and attached herein.

7. Modify Exhibit A-2, Report Timing Requirements by deleting it in its entirety.

8. Modify Exhibit B, Methods and Conditions Precedent to Payment, Subsection 4.1 to read:

   4.1 Payments shall be on a cost reimbursement basis for approved actual costs in accordance with Exhibits B-1 through Exhibit B-5, Amendment #1 Budget, incorporated by reference and attached herein.

9. Add Exhibit B-4 Amendment #1, Budget, incorporated by reference and attached herein.
10. Add Exhibit B-5 Amendment #1, Budget, incorporated by reference and attached herein.

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

OFFICE OF THE ATTORNEY GENERAL

4/13/2020
Date

Name:
Title:

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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

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

State of New Hampshire
Department of Health and Human Services

4/7/20
Date

Lisa Morris
Director Ann Landry

Greater Seacoast Community Health

4/6/20
Date

Name: Janet Cantwell
Title: CEO

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. et seq.

1.4. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered. The Department shall be the payor of last resort.

1.5. The Contractor shall provide Preventative and Primary Health Care, as well as related Care Management and Enabling Services to individuals of all ages, statewide, who are:

1.5.1. Uninsured.

1.5.2. Underinsured.

1.5.3. Low-income (defined as <185% of the U.S. Department of Health and Human Services (US DHHS), Poverty Guidelines.

1.6. The Contractor shall comply with all applicable state and federal laws for the duration of the contract period, including but not limited to:

1.6.1. NH RSA 141-C and Administrative Rule He-P 301, adopted 6/3/08, which requires the reporting of all communicable diseases.

1.6.2. NH RSA 169:C, Child Protection Act; NH RSA 161-F46, Protective Services to Adults, NH RSA 631:6, Assault and Related Offences, and RSA 130:A, Lead Paint Poisoning and Control.

1.6.3. NH RSA 141-C and the Immunization Rules promulgated, hereunder.

2. Eligibility Determination Services

2.1. The Contractor shall notify the Department, in writing, if access to Primary Care Services for new patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

2.2. The Contractor shall assist individuals with completing a Medicaid/Expanded

Medicaid and other health insurance application when income calculations indicate possible Medicaid eligibility.

2.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered.

2.4. The Contractor shall post a notice in a public and conspicuous location noting that no individual will be denied services for an inability to pay.

2.5. The Contractor shall develop and implement a sliding fee scale for services in accordance with the Federal Poverty Guidelines.

2.6. The Contractor shall make the sliding fee scale available to the Department upon request.

3. Primary Care Services

3.1. The Contractor shall ensure primary care services are provided by a New Hampshire licensed Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Advanced Practice Registered Nurse (APRN) or Physician Assistant (PA) to eligible individuals in the service area.

3.2. The Contractor shall ensure primary care services include, but are not limited to:

3.2.1. Reproductive health services.

3.2.2. Perinatal health services including, but not limited to, access to obstetrical services either on-site or by referral.

3.2.3. Preventive services, screenings and health education in accordance with established, documented state or national guidelines.

3.2.4. Integrated behavioral health services.

3.2.5. Pathology, radiology, surgical and CLIA-certified laboratory services either on-site or by referral.

3.2.6. Assessment of need and follow-up/referral as indicated for:

3.2.6.1. Tobacco cessation, including referral to QuitWorks-NH, www.QuitWorksNH.org.

3.2.6.2. Social services.

3.2.6.3. Chronic Disease management, including disease specific referral and self-management education such as referral to Diabetes Self-Management Education (DSME) as recommended by American Diabetes Association (ADA).

3.2.6.4. Nutrition services, including Women, Infants and Children (WIC) Food and Nutrition Service, as appropriate;

3.2.6.5. Screening, Brief Intervention and Referral to Treatment

(SBIRT) services, including but not limited to contact with the Regional Public Health Network Continuum of Care Development Initiative.

3.2.6.6. Referrals to health, home care, oral health and behavioral health specialty providers who offer sliding scale fees, when available.

3.3. The Contractor shall provide care management for individuals enrolled for primary care services, which includes, but is not limited to:

3.3.1. Integrated and coordinated services that ensure patients receive necessary care, including behavioral health and oral care when and where it is needed and wanted, in a culturally and linguistically appropriate manner.

3.3.2. Access to a healthcare provider by telephone twenty-four (24) hours per day; seven (7) days per week, directly, by referral or subcontract.

3.3.3. Care facilitated by registries, information technology, and health information exchanged.

3.4. The Contractor shall provide and facilitate enabling services, which are non-clinical services, that support the delivery of basic primary care services.

3.5. The Contractor shall facilitate access to comprehensive patient care and social services, as appropriate, that may include, but are not limited to:

3.5.1. Benefits counseling.

3.5.2. Health insurance eligibility and enrollment assistance.

3.5.3. Health education and supportive counseling.

3.5.4. Interpretation/translation for individuals with Limited English Proficiency or other communication needs.

3.5.5. Outreach, which may include the use of community health workers.

3.5.6. Transportation.

3.5.7. Education of patients and the community regarding the availability and appropriate use of health services.

4. Quality Improvement

4.1. The Contractor shall develop, define, facilitate and implement a minimum of two (2) Quality Improvement (QI) projects, which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of targeted patient groups. The Contractor shall ensure:

4.1.1. One (1) QI project focuses on the performance measure designated by the Maternal and Child Health Section (MCHS), which is

Adolescent Well Visits for SFY 2020-2022.

4.1.1.1. A minimum of one (1) other QI project is selected from Exhibit A-1 "Reporting Metrics" MCHS Primary

4.1.1.2. Care Performance Measures are met according to previous performance outcomes identified as needing improvement.

4.2. The Contractor shall utilize Quality Improvement Science to develop and implement a QI Workplan for each QI project. The Contractor shall ensure the QI Workplan includes, but is not limited to:

4.2.1. Specific goals and objectives for the project period; and

4.2.2. Evaluation methods used to demonstrate improvement in the quality, efficiency, and effectiveness of patient care.

4.3. The Contractor shall include baseline measurements for each area of improvement identified in the QI projects, to establish health care services and health status of targeted patient groups in need of improvement.

4.4. The Contractor shall utilize activities in QI projects that enhance clinical workflow and improve patient outcomes, which may include, but are not limited to:

4.4.1. EMR prompts/alerts.

4.4.2. Protocols/Guidelines.

4.4.3. Diagnostic support.Patient registries.Collaborative learning sessions.

5. Staffing

5.1. The Contractor shall ensure all health and allied health professionals have the appropriate, current New Hampshire licenses whether directly employed, contracted or subcontracted.

5.2. The Contractor shall employ a medical services director who:

5.2.1. Has specialized training and experience in primary care services.

5.2.2. Participates in quality improvement activities.

5.2.3. Is available to other staff for consultation, as needed.

5.3. The Contractor shall notify the MCHS, in writing, of any newly hired administrator, clinical coordinator or staff person essential to providing contracted services. The Contractor shall ensure notification:

5.3.1. Is provided to the Department no later than thirty (30) days from the

date of hire.

5.3.2. Includes a copy of the newly hired individual's resume.

5.4. The Contractor shall notify the MCHS, in writing, when:

5.4.1. Any critical position is vacant for more than thirty (30) days.

5.4.2. There is not adequate staffing to perform all required services for any period lasting more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

6. Coordination of Services

6.1. The Contractor shall participate in activities within the Public Health Region, as appropriate, to enhance the integration of community-based public health prevention and healthcare initiatives being implemented, including but not limited to:

6.1.1. Community needs assessments.

6.1.2. Public health performance assessments.

6.1.3. Regional health improvement plans under development.

6.2. The Contractor shall participate in and coordinate public health activities, as requested by the Department, during any disease outbreak or emergency that affects the public's health.

7. Required Meetings & Trainings

7.1. The Contractor shall attend meetings and trainings facilitated by the MCHS programs that include, but are not limited to:

7.1.1. MCHS Agency Directors' meetings.

7.1.2. MCHS Primary Care Coordinators' meetings, which are held two (2) times per year, which may require attendance by agency quality improvement staff.

7.1.3. MCHS Agency Medical Services Directors' meetings.

8. Workplans, Outcome Reports & Additional Reporting Requirements

8.1. The Contractor shall collect and report data on the MCHS Primary Care Performance Measures detailed in Exhibit A--1 Reporting Metrics.

8.2. The Contractor shall submit an updated budget narrative, within thirty (30) days of any changes, ensuring the budget narrative includes, but is not limited to:

8.2.1. Staff roles and responsibilities, defining the impact each role has on contract services.

8.2.2. Staff list that details information that includes, but is not limited to:

8.2.2.1. The Full Time Equivalent percentage allocated to contract

services.

8.2.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

8.3. The Contractor shall submit a Sources of Revenue report at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

8.4. The Contractor shall submit reports on the date(s) listed, or, in years where the date listed falls on a non-business day, on the Friday immediately prior to the date listed.

8.5. The Contractor is required to complete and submit each report, as instructed by the Department.

8.6. The Contractor shall submit annual reports to the Department, including but not limited to:

8.6.1. Uniform Data Set (UDS) Data tables that reflect program performance for the previous calendar year no later than March 31st.

8.6.2. A summary of patient satisfaction survey results obtained during the prior contract year no later than July 31st.

8.6.3. Quality (QI) Workplans no later than July 31st.

8.6.4. Enabling Services Workplans no later than July 31st.

8.6.5. QI Workplan revisions, as appropriate, no later than September 1st.

8.6.6. Enabling Services Workplan revisions, as appropriate, no later than September 1st.

8.6.7. Corrective Action Plans relating to Performance Measure Outcome Reports, as needed, no later than September 1st.

8.7. The Contractor shall submit semi-annual reports to the Department, including but not limited to:

8.7.1. Primary Care Services Measure Data Trend Table (DTT) is due no later than:

8.7.2. July 31, 2020 for the measurement period of July 1, 2019 through June 30, 2020.

8.7.3. January 31, 2021 for the measurement period of January 1, 2020 through December 31, 2020.

8.7.4. July 31, 2021 for the measurement period of July 1, 2020 through June 30, 2021.

8.7.5. January 31, 2022 for the measurement period of January 1, 2021

through December 31, 2021.

9. On-Site Reviews

9.1. The Contractor shall permit a team or person authorized by the Department to periodically review the Contractor's:

9.1.1. Systems of governance.

9.1.2. Administration.

9.1.3. Data collection and submission.

9.1.4. Clinical and financial management.

9.1.5. Delivery of education services.

9.2. The Contractor shall cooperate with the Department to ensure information needed for the reviews is accessible and provided, which includes, but is not limited to:

9.2.1. Client records.

9.2.2. Documentation of approved enabling services and quality improvement projects, including process and outcome evaluations.

9.3. The Contractor shall take corrective actions, as advised by the Department's review team, if services provided are not in compliance with the contract requirements.

10. Performance Measures

10.1. The Contractor shall define Annual Improvement Objectives that are measurable, specific and align to the provision of primary care services defined within Exhibit A-1 Reporting Metrics.

Exhibit A-1 – Reporting Metrics, Amendment #1

1. **Definitions**

1.1. **Measurement Year –** Measurement Year consists of 365 days and is defined as either:

1.1.1. The calendar year, (January 1st through December 31st); or

1.1.2. The state fiscal year (July 1st through June 30th).

1.2. **Medical Visit –** Medical visit is defined as any office visit including all well-care and acute-care visits.

1.3. **HEDIS –** Healthcare Effectiveness Data and Information Set

1.4. **NQF** – National Quality Forum

1.5. **Title V –** Federal Maternal and Child Health Services Block Grant

1.6. **UDS –** Uniform Data System

1.7. **NH MCHS –** New Hampshire Maternal and Child Health Section

2. **MCHS PRIMARY CARE PERFORMANCE MEASURES**

2.1. **Breastfeeding**

2.1.1. Percent of infants who are ever breastfed (Title V PM #4).

2.1.1.1. Numerator: All patient infants who were ever breastfed or received breast milk.

2.1.1.2. Numerator Note: The American Academy of Pediatrics recommends all infants exclusively breastfeed for about six (6) months as human milk supports optimal growth and development by providing all required nutrients during that time.

2.1.1.3. Denominator: All patient infants born in the measurement year.

2.2. **Preventive Health: Lead Screening**

2.2.1. Percent of children three (3) years of age who had two (2) or more capillary or venous lead blood test for lead poisoning by their third birthday. (NH MCHS).

2.2.1.1. Numerator: All patient children who received at least one capillary or venous lead screening test between nine (9) months to eighteen (18) months of age **AND** one (1) capillary

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or venous lead screening test between nineteen (19) to thirty (30) months of age.

2.2.1.2. Denominator: All patient children who turned three (3) years old during the measurement year that had at least one (1) medical visit during the measurement year.

2.3. **Preventive Health: Adolescent Well-Care Visit**

2.3.1. Percent of adolescents, twelve (12) through twenty-one (21) years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year (HEDIS).

2.3.1.1. Numerator: Number of adolescents, ages 12 through 21 years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year.

2.3.1.2. Denominator: Number of patient adolescents, ages 12 through 21 years of age by the end of the measurement year.

2.4. **Preventive Health: Depression Screening**

2.4.1. Percentage of patients ages twelve (12) and older screened for clinical depression using an age appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NQF 0418, UDS).

2.4.1.1. Numerator: Patients twelve (12) years and older who are screened for clinical depression using an age-appropriate standardized depression screening tool **AND** if positive, a follow-up plan documented.

2.4.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented follow-up plan.

2.4.1.3. Denominator: All patients twelve (12) years and older by the end of the measurement year who had at least one (1) medical visit during the measurement year.

2.4.1.4. Denominator Exception: Depression screening not performed due to medical contraindicated or patient refusal.

2.4.1.5. Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as suicide risk assessment and/or referral to practitioner who is qualified to

diagnose and treat depression, and/or notification of primary care provider.

2.4.2. Maternal Depression Screening

2.4.2.1. Percentage of women who are screened for clinical depression during any visit up to twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NH MCHS).

2.4.2.1.1. Numerator: Women who are screened for clinical depression during the first twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if screened positive have documented follow-up plan.

2.4.2.1.2. Numerator Note: Numerator includes women who screened negative PLUS women who screened positive AND have documented follow-up plan.

2.4.2.1.3. Denominator: All women who had any office visit up to twelve (12) weeks following delivery during the measurement year.

2.4.2.1.4. Denominator Exception: Documentation of depression screening not performed due to medical contraindicated or patient refusal.

2.4.2.1.5. Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as Suicide Risk Assessment and/or referral to a practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.5. **Preventive Health: Obesity Screening**

2.5.1. Percentage of patients aged 18 years and older with a calculated BMI in the past six months or during the current visit documented in the

medical record AND if the most recent BMI is outside of normal parameters, a follow-up plan is documented (NQF 0421, UDS).

2.5.1.1. Normal parameters: Age 65 and older BMI ≥ 23 and < 30

Age 18 through 64 BMI ≥ 18.5 and < 25

2.5.1.2. Numerator: Patients with BMI calculated within the past six months or during the current visit and a follow-up plan documented if the BMI is outside of parameters (Normal BMI + abnormal BMI with documented plan).

2.5.1.3. Follow-Up Plan: Proposed outline of follow-up plan to be conducted as a result of BMI outside of normal parameters. The follow-up plan can include documentation of a future appointment, education, referral (such as registered dietician, nutritionist, occupational therapist, primary care physician, exercise physiologist, mental health provider, surgeon, etc.), prescription of/administration of dietary supplements, exercise counseling, nutrition counseling, etc.

2.5.1.4. Denominator: All patients aged 18 years and older who had at least one (1) medical visit during the measurement year.

2.5.2. Percent of patients aged 3 through 17 who had evidence of BMI percentile documentation AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year (UDS).

2.5.2.1. Numerator: Number of patients in the denominator who had their BMI percentile (not just BMI or height and weight) documented during the measurement year AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year.

2.5.2.2. Denominator: Number of patients who were one year after their second birthday (i.e., were 3 years of age) through adolescents who were aged up to one year past their 16th birthday (i.e., up until they were 17) at some point during the measurement year, who had at least one medical visit during the reporting year, and were seen by the health center for the first time prior to their 17th birthday.

2.6. **Preventive Health: Tobacco Screening**

2.6.1. Percent of patients aged 18 years and older who were screened for tobacco use at least once during the measurement year or prior year

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AND who received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user (UDS).

2.6.1.1. Numerator: Number of patients in the denominator for whom documentation demonstrates that patients were queried about their tobacco use one or more times during their most recent visit OR within twenty-four (24) months of the most recent visit and received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user.

2.6.1.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.6.1.4. Definitions:

2.6.1.4.1. Tobacco Use: Includes any type of tobacco.

2.6.1.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy.

2.6.2. Percent of women who are screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user (NH MCHS).

2.6.2.1. Numerator: Pregnant women who were screened for tobacco use during each trimester AND who received tobacco

cessation counseling intervention if identified as a tobacco user.

2.6.2.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.2.3. Denominator: All women who delivered a live birth in the measurement year.

2.7. **At Risk Population: Hypertension**

2.7.1. Percentage of patients aged 18 through 85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90mmHG) during the measurement year (NQF 0018).

2.7.1.1. Numerator: Number of patients from the denominator with blood pressure measurement less than 140/90 mm HG at the time of their last measurement.

2.7.1.2. Denominator: Number of patients age 18 through 85 with diagnosed hypertension (must have been diagnosed with hypertension 6 or more months before the measurement date) who had at least one (1) medical visit during the measurement year. (Excludes pregnant women and patients with End Stage Renal Disease.)

2.8. **Patient Safety: Falls Screening**

2.8.1. Percent of patients aged 65 years and older who were screened for fall risk at least once within 12 months (NH MCHS).

2.8.1.1. Numerator: Patients who were screened for fall risk at least once within the measurement year.

2.8.1.2. Denominator: All patients aged 65 years and older seen by a health care provider within the measurement year.

2.9. **SBIRT**

2.9.1. SBIRT – Percent of patients aged 18 years and older who were screened for substance use, using a formal valid screening tool, during any medical visit AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.1.1. Numerator: Number of patients in the denominator who were screened for substance use, using a formal valid screening

tool, during any medical visit AND if positive, who received a brief intervention and/or referral to services.

2.9.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.9.1.4. Definitions:

2.9.1.4.1. Substance Use: Includes any type of alcohol or drug.

2.9.1.4.2. Brief Intervention: Includes guidance or counseling.

2.9.1.4.3. Referral to Services: includes any recommendation of direct referral for substance abuse services.

2.9.2. Percent of pregnant women who were screened, using a formal valid screening tool, for substance use, during every trimester they are enrolled in the prenatal program AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.2.1. Numerator: Number of women in the denominator who were screened for substance use, using a formal and valid screening tool, during each trimester that they were enrolled in the prenatal program AND if positive, received a brief intervention or referral to services

2.9.2.2. Numerator Note: numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.2.3. Denominator: Number of women enrolled in the agency prenatal program and who had a live birth during the measurement year.

Exhibit B-4 Amendment #1, Budget

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

Bidder/Program Name: Greater Seacoast Community Health

Budget Request for: Primary Care Services

Budget Period: SFY2020

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 99,234.30	$ -	$ 99,234.30	$ -	$ -	$ -	$99,234.30	$ -	$ 99,234.30
2. Employee Benefits	$ 19,700.70	$ -	$ 19,700.70	$ -	$ -	$ -	$ 19,700.70	$ -	$ 19,700.70
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 118,935.00	$ -	$ 118,935.00	$ -	$ -	$ -	$ 118,935.00	$ -	$ 118,935.00
Indirect As A Percent of Direct		0.0%							

Exhibit B-5 Amendment #1, Budget

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

Bidder/Program Name: Greater Seacoast Community Health

Budget Request for: Primary Care Services

Budget Period: SFY2021

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 401,778.00	$ -	$ 401,778.00	$ -	$ -	$ -	$ 401,778.00	$ -	$ 401,778.00
2. Employee Benefits	$ 73,964.00	$ -	$ 73,964.00	$ -	$ -	$ -	$ 73,964.00	$ -	$ 73,964.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 475,742.00	$ -	$ 475,742.00	$ -	$ -	$ -	$ 475,742.00	$ -	$ 475,742.00
Indirect As A Percent of Direct		0.0%							

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GREATER SEACOAST COMMUNITY HEALTH is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 18, 1971. 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: **65587**

Certificate Number: **0004593609**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 18th day of September A.D. 2019.

William M. Gardner

Secretary of State

CERTIFICATE OF VOTE

I, Barbara Henry, of Greater Seacoast Community Health, do hereby certify that:

1. I am the duly elected Board Chair of Greater Seacoast Community Health;

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of Greater Seacoast Community Health, duly held on January 27, 2020;

   Resolved: That this corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services for the provision of Public Health Services.

   Resolved: That the Chief Executive Officer, Janet Laatsch, is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of February 26, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand as the Board Chair of Greater Seacoast Community Health this 26 day of Feb, 2020.

Barbara Henry, Board Chair

STATE OF NH

COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this 26 day of February, 2020 by Barbara Henry.

Notary Public/Justice of the Peace

JO ANN CLEMENT
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
June 19, 2024

My Commission Expires: June 19, 2024

GOODCOM-01 PCANTLIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/26/2020

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	NAIC #
	INSURER A : Tri-State Insurance Company of Minnesota	31003
INSURED Greater Seacoast Community Health, Inc. dba Goodwin Community Health, Families First, SOS Community Organization, Lilac City Pediatrics 311 Route 108 Somersworth, NH 03878	INSURER B : Acadia	31325
	INSURER C : Technology Insurance Company	42376
	INSURER D : AIX Specialty Insurance Co	12833
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			ADV5212020-16	1/1/2020	1/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CAA5331599-12	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CUA5214125-15	1/1/2020	1/1/2021	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC3844860	1/1/2020	1/1/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	FTCA GAP Prof Liab			LIV-A671986-05	1/1/2020	1/1/2021	Each Occurrence	1,000,000
D	FTCA GAP Prof Liab			LIV-A671986-05	1/1/2020	1/1/2021	Aggregate	3,000,000

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

CERTIFICATE HOLDER

State of New Hampshire
Department of Health & Human Services
129 Pleasant Street
Concord, NH 03301

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.

AUTHORIZED REPRESENTATIVE

Greater Seacoast Community Health

Mission

"To deliver innovative, compassionate, integrated health services and support that are accessible to all in our community, regardless of ability to pay."

Board Approved on 6-25-2018

BerryDunn

GREATER SEACOAST COMMUNITY HEALTH

Goodwin Community Health

Families First

support for families...health care for all

FINANCIAL STATEMENTS

December 31, 2018

With Independent Auditor's Report

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Greater Seacoast Community Health

We have audited the accompanying financial statements of Greater Seacoast Community Health (the Organization), which comprise the balance sheet as of December 31, 2018, and the related statements of operations, changes in net assets, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Greater Seacoast Community Health as of December 31, 2018, and the results of its operations, changes in its net assets and its cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

Emphasis-of-Matter

As discussed in Note 1 to the financial statements under the sub-heading "Organization", Greater Seacoast Community Health was formed on January 1, 2018 as a result of the merger of Goodwin Community Health and Families First of the Greater Seacoast. Our opinion is not modified with respect to this matter.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
May 20, 2019

GREATER SEACOAST COMMUNITY HEALTH

Balance Sheet

December 31, 2018

ASSETS

Current assets	
Cash and cash equivalents	$ 3,896,813
Patient accounts receivable, less allowance for uncollectible accounts of $422,413	1,560,698
Grants receivable	424,642
Inventory	143,250
Pledges receivable	263,557
Other current assets	57,987
Total current assets	6,346,947
Investments	1,112,982
Investment in limited liability company	38,201
Assets limited as to use	1,421,576
Property and equipment, net	6,107,219
Total assets	$15,026,925

LIABILITIES AND NET ASSETS

Current liabilities	
Accounts payable and accrued expenses	$ 172,852
Accrued payroll and related expenses	1,075,463
Patient deposits	173,105
Deferred revenue	7,269
Total current liabilities and total liabilities	1,428,689
Net assets	
Without donor restrictions	11,824,495
With donor restrictions	1,773,741
Total net assets	13,598,236
Total liabilities and net assets	$15,026,925

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

GREATER SEACOAST COMMUNITY HEALTH

Statement of Operations

Year Ended December 31, 2018

Operating revenue and support	
Patient service revenue	$11,353,111
Provision for bad debts	(651,700)
Net patient service revenue	10,701,411
Grants, contracts, and contributions	7,713,908
Other operating revenue	368,017
Net assets released from restriction for operations	634,931
Total operating revenue and support	19,418,267
Operating expenses	
Salaries and benefits	14,715,120
Other operating expenses	4,446,874
Depreciation	349,661
Total operating expenses	19,511,655
Operating deficit	(93,388)
Other revenue and (losses)	
Investment income	48,204
Loss on disposal of assets	(6,874)
Change in fair value of investments	(95,246)
Total other revenue and (losses)	(53,916)
Deficiency of revenue over expenses and decrease in net assets without donor restrictions	$ (147,304)

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

GREATER SEACOAST COMMUNITY HEALTH

Statement of Changes in Net Assets

Year Ended December 31, 2018

Net assets without donor restrictions	
Deficiency of revenue over expenses and decrease in net assets without donor restrictions	$ (147,304)
Net assets with donor restrictions	
Contributions, net of uncollectible pledges	44,649
Investment income	37,790
Change in fair value of investments	(147,099)
Net assets released from restriction for operations	(634,931)
Decrease in net assets with donor restrictions	(699,591)
Change in net assets	(846,895)
Net assets, beginning of year	14,445,131
Net assets, end of year	$13,598,236

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

GREATER SEACOAST COMMUNITY HEALTH

Statement of Cash Flows

Year Ended December 31, 2018

Cash flows from operating activities	
Change in net assets	$ (846,895)
Adjustments to reconcile change in net assets to net cash provided by operating activities	
Provision for bad debts	651,700
Depreciation	349,661
Equity in earnings of limited liability company	2,395
Change in fair value of investments	242,345
Loss on disposal of assets	6,874
(Increase) decrease in	
Patient accounts receivable	(971,354)
Grants receivable	304,713
Inventory	101,604
Pledges receivable	300,635
Other current assets	(1,155)
Increase (decrease) in	
Accounts payable and accrued expenses	(138,262)
Accrued salaries and related amounts	33,819
Deferred revenue	(2,117)
Patient deposits	6,790
Net cash provided by operating activities	40,753
Cash flows from investing activities	
Capital acquisitions	(21,463)
Proceeds from sale of investments	198,458
Purchase of investments	(294,519)
Net cash used by investing activities	(117,524)
Net decrease in cash and cash equivalents	(76,771)
Cash and cash equivalents, beginning of year	3,973,584
Cash and cash equivalents, end of year	$ 3,896,813

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

1. Summary of Significant Accounting Policies

Organization

Greater Seacoast Community Health (the Organization) is a non-stock, not-for-profit corporation organized in New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) that provides fully integrated medical, behavioral, oral health, recovery services and social support for underserved populations.

On January 1, 2018, Goodwin Community Health (GCH) and Families First of the Greater Seacoast (FFGS) merged to become Greater Seacoast Community Health. GCH and FFGS were not-for-profit corporations organized in New Hampshire. GCH and FFGS were both FQHCs providing similar services in adjoining and overlapping service areas and have worked collaboratively in the provision of healthcare services in the greater Seacoast area for many years. Given the compatibility of their missions, the adjacency of their service areas and their shared charitable missions of providing healthcare services to individuals living within the greater Seacoast service area, GCH and FFGS came to the conclusion that the legal and operational integration of their respective organizations into one legal entity would result in a more effective means of providing healthcare services in their combined service area.

The following summarizes amounts recognized by entity as of January 1, 2018:

	GCH	FFGS	Total
Assets			
Cash and cash equivalents	$ 3,379,361	$ 594,223	$ 3,973,584
Patient accounts receivable	906,747	334,297	1,241,044
Grants receivable	571,752	157,603	729,355
Inventory	244,854	-	244,854
Pledges receivable	-	564,192	564,192
Other current assets	33,159	23,673	56,832
Investments	1,085,684	18,019	1,103,703
Investment in limited liability company	20,298	20,298	40,596
Assets limited as to use	-	1,577,139	1,577,139
Property and equipment, net	5,883,017	559,274	6,442,291
Total assets	$ 12,124,872	$ 3,848,718	$ 15,973,590
Liabilities			
Accounts payable and accrued expenses	$ 125,513	$ 185,601	$ 311,114
Accrued payroll and related expenses	626,521	415,123	1,041,644
Patient deposits	87,632	78,683	166,315
Deferred revenue	7,386	2,000	9,386
Total liabilities	$ 847,052	$ 681,407	$ 1,528,459
Net assets			
Without donor restrictions	11,277,820	693,979	11,971,799
With donor restrictions	-	2,473,332	2,473,332
Total net assets	$ 11,277,820	$ 3,167,311	$ 14,445,131

There were no significant adjustments made to conform the individual accounting policies of the merging entities or to eliminate intra-entity balances.

Acquisition of Lilac City Pediatrics, P.A.

Effective July 1, 2018, the Organization entered into a business combination agreement with Lilac City Pediatrics, P.A. (LCP), a New Hampshire professional association providing quality pediatric healthcare services in the region served by the Organization. The agreement required the Organization to hire LCP employees, assume equipment and occupancy leases, and carry on the operations of LCP. The business combination provides the Organization's patients with additional and enhanced pediatric healthcare services, consistent with the Organization's mission. There was no consideration transferred as a result of the business combination and the assets acquired and liabilities assumed were not material.

Basis of Presentation

Net assets and revenues, expenses, gains, and losses are classified based on the existence or absence of donor-imposed restrictions in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 958, *Not-For-Profit Entities*, as described below. Under FASB ASC Topic 958 and FASB ASC Topic 954, *Health Care Entities*, all not-for-profit healthcare organizations are required to provide a balance sheet, a statement of operations, a statement of changes in net assets, and a statement of cash flows. FASB ASC Topic 954 requires reporting amounts for an organization's total assets, liabilities, and net assets in a balance sheet, reporting the change in an organization's net assets in statements of operations and changes in net assets, and reporting the change in its cash and cash equivalents in a statement of cash flows.

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 Organization. These net assets may be used at the discretion of the Organization's management and the board of directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statements of operations and changes in net assets.

Recently Issued Accounting Pronouncement

In August 2016, FASB issued Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities (Topic 958)*, which makes targeted changes to the not-for-profit financial reporting model. The new ASU marks the completion of the first phase of a larger project aimed at improving not-for-profit financial reporting. Under the new ASU, net asset reporting is streamlined and clarified. The existing three category classification of net assets is replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions."

The guidance for classifying deficiencies in endowment funds and on accounting for the lapsing of restrictions on gifts to acquire property and equipment has also been simplified and clarified. New disclosures highlight restrictions on the use of resources that make otherwise liquid assets unavailable for meeting near-term financial requirements. The ASU also imposes several new requirements related to reporting expenses. The ASU is effective for the Organization for the year ended December 31, 2018.

Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code (IRC). As a public charity, the Organization 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. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

Use of Estimates

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

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and petty cash funds.

Allowance for Uncollectible Accounts

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectability of patient accounts receivable, the Organization analyzes its past history and identifies trends for each funding source. In addition, patient balances receivable in excess of 90 days old are 100% reserved. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts at December 31, 2018 follows:

Balance, beginning of year	$ 270,416
Provision	651,700
Write-offs	(499,703)
Balance, end of year	$ 422,413

Grants Receivable

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

Inventory

Inventory consisting of pharmaceutical drugs is valued first-in, first-out method and is measured at the lower of cost or retail.

Investments

The Organization reports investments at fair value. Investments include donor endowment funds and assets held for long-term purposes. Accordingly, investments have been classified as non-current assets in the accompanying balance sheet regardless of maturity or liquidity. The Organization has established policies governing long-term investments, which are held within several investment accounts, based on the purposes for those investment accounts and their earnings.

The Organization has elected the fair value option for valuing its investments, which consolidates all investment performance activity within the other revenue and gains section of the statement of operations. The election was made because the Organization believes reporting the activity in a single performance indicator provides a clearer measure of the investment performance. Accordingly, investment income and the change in fair value are included in the deficiency of revenue over expenses, unless otherwise stipulated by the donor or State Law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility risks. 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 balance sheet.

Investment in Limited Liability Company

The Organization is one of seven members of Primary Health Care Partners, LLC (PHCP). The Organization's investment in PHCP is reported using the equity method and the investment amounted to $38,201 at December 31, 2018.

Assets Limited As To Use

Assets limited as to use include investments held for others and donor-restricted contributions to be held in perpetuity and earnings thereon, subject to the Organization's spending policy as further discussed in Note 6.

Property and Equipment

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

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as net assets without donor restrictions and excluded from the deficiency of revenue over expenses unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as net assets with donor restrictions. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Patient Deposits

Patient deposits consist of payments made by patients in advance of significant dental work based on quotes for the work to be performed.

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

340B Drug Pricing Program

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHC's and other identified entities at a reduced price. The Organization operates a pharmacy and also contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of the Organization and bill Medicare and commercial insurances on behalf of the Organization. Reimbursement received by the contracted pharmacies is remitted to the Organization, less dispensing and administrative fees. Gross revenue generated from the program is included in patient service revenue. Contracted expenses and drug costs incurred related to the program are included in other operating expenses. Expenses related to the operation of the Organization's pharmacy are categorized in the applicable operating expense classifications.

Donated Goods and Services

Various program help and support for the daily operations of the Organization's programs were provided by the general public of the communities served by the Organization. Donated supplies and services are recorded at their estimated fair values on the date of receipt. Donated supplies and services amounted to $41,119 for the year ended December 31, 2018.

Donor-Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is received and the conditions are met. The gifts are reported as net assets with donor restrictions if they are received with donor stipulations that limit the 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 to net assets without donor restrictions and reported in the statements of operations as "net assets released from restriction." Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

Promises to Give

Unconditional promises to give that are expected to be collected in future years are recorded at the present value of their estimated future cash flows. All pledges receivable are due within one year. Given the short-term nature of the Organization's pledges, they are not discounted and a reserve for uncollectible pledges has been established in the amount of $2,000 at December 31, 2018. Conditional promises to give are not included as revenue until the conditions are substantially met.

Deficiency of Revenue Over Expenses

The statement of operations reflects the deficiency of revenue over expenses. Changes in net assets without donor restrictions which are excluded from the deficiency of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through May 20, 2019, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to optimize the investment of its available funds.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing activities and general administration, as well as the conduct of services undertaken to support those activities to be general expenditures.

In addition to financial assets available to meet general expenditures over the next 12 months, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures not covered by donor-restricted resources.

The Organization had working capital of $4,918,258 at December 31, 2018. The Organization had average days (based on normal expenditures) cash and cash equivalents on hand of 74 at December 31, 2018.

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses, were as follows as of December 31, 2018:

Cash and cash equivalents	$ 3,896,813
Investments	1,112,982
Patient accounts receivable, net	1,560,698
Grants receivable	424,642
Pledges receivable	263,557
Financial assets available for current use	$ 7,258,692

The Organization has certain long-term investments to use which are available for general expenditure within one year in the normal course of operations. Accordingly, these assets have been included in the information above. The Organization has other long-term investments and assets for restricted use, which are more fully described in Note 3, that are not available for general expenditure within the next year and are not reflected in the amount above.

3. Investments and Assets Limited as to Use

Investments, stated at fair value, consisted of the following:

Long-term investments	$ 1,112,982
Assets limited as to use	1,421,576
Total investments	$ 2,534,558

Assets limited as to use are restricted for the following purposes:

Assets held in trust under Section 457(b) deferred compensation plans	$ 26,763
Assets with donor restrictions	1,394,813
Total	$ 1,421,576

Fair Value of Financial Instruments

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

The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

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

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

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

The following table sets forth by level, within the fair value hierarchy, the Organization's investments at fair value:

	Level 1	Level 2	Level 3	Total
Cash and cash equivalents	$ 13,810	$ -	$ -	$ 13,810
Municipal bonds	-	288,679	-	288,679
Exchange traded funds	411,147	-	-	411,147
Mutual funds	1,820,922	-	-	1,820,922
Total investments	$ 2,245,879	$ 288,679	$ -	$ 2,534,558

Municipal bonds are valued based on quoted market prices of similar assets.

4. Property and Equipment

Property and equipment consisted of the following at December 31, 2018:

Land	$ 718,427
Building and improvements	5,857,428
Leasehold improvements	311,561
Furniture, fixtures, and equipment	2,667,663
Total cost	9,555,079
Less accumulated depreciation	3,447,860
Property and equipment, net	$ 6,107,219

The Organization's facility was built and renovated with federal grant funding under the ARRA - Capital Improvement Program and ACA - Capital Development Program. In accordance with the grant agreements, a Notice of Federal Interest (NFI) was required to be filed in the appropriate official records of the jurisdiction in which the property is located. The NFI is designed to notify any prospective buyer or creditor that the Federal Government has a financial interest in the real property acquired under the aforementioned grant; that the property may not be used for any purpose inconsistent with that authorized by the grant program statute and applicable regulations; that the property may not be mortgaged or otherwise used as collateral without the written permission of the Associate Administrator of the Office of Federal Assistance Management (OFAM) and the Health Resources and Services Administration (HRSA); and that the property may not be sold or transferred to another party without the written permission of the Associate Administrator of OFAM and HRSA.

5. Net Assets with Donor Restrictions

Net assets with donor restrictions are available for the following purposes:

Specific purpose	
Program services	$ 115,371
Passage of time	
Pledges receivable	263,557
Investments to be held in perpetuity, for which the income is without donor restrictions	1,394,813
Total	$ 1,773,741

Net assets released from net assets with donor restrictions were as follows:

Satisfaction of purpose - program services	$ 270,530
Passage of time - pledges receivable	291,384
Passage of time - endowment earnings	73,017
Total	$ 634,931

6. Endowments

Interpretation of Relevant Law

The Organization's endowments primarily consist of an investment portfolio managed by the Investment Sub-Committee. As required by U.S. GAAP, net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.

The Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as a donor-restricted endowment (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent donor-restricted endowment gifts and (c) accumulations to the donor-restricted endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund, if any, is classified as net assets with donor restrictions until those amounts are appropriated for expenditure in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

(1) The duration and preservation of the fund;
(2) The purposes of the Organization and the donor-restricted endowment fund;
(3) General economic conditions;
(4) The possible effect of inflation and deflation;
(5) The expected total return from income and the appreciation of investments;
(6) Other resources of the Organization; and
(7) The investment policies of the Organization.

Spending Policy

The Organization has a policy of appropriating for expenditure an amount equal to 5% of the endowment fund's average fair market value over the prior 20 quarters. The earnings on the endowment fund are to be used for operations.

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires the Organization to retain as a fund of perpetual duration (underwater). In the event the endowment becomes underwater, it is the Organization's policy to not appropriate expenditures from the endowment assets until the endowment is no longer underwater. There were no such deficiencies as of December 31, 2018.

Return Objectives and Risk Parameters

The Organization has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the Organization must hold in perpetuity. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed or meet designated benchmarks while incurring a reasonable and prudent level of investment risk.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Organization relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Organization targets a diversified asset allocation that places a balanced emphasis on equity-based and income-based investments to achieve its long-term return objectives within prudent risk constraints.

Endowment Net Asset Composition by Type of Fund

The Organization's endowment consists of assets with donor restrictions only and had the following related activities for the year ended December 31, 2018.

Endowments, beginning of year	$ 1,577,139
Investment income	37,790
Change in fair value of investments	(147,099)
Spending policy appropriations	(73,017)
Endowments, end of year	$ 1,394,813

7. Patient Service Revenue

Patient service revenue follows:

Medicare	$ 1,173,771
Medicaid	4,107,002
Third-party payers and self pay	4,753,946
Total patient service revenue	10,034,719
Contracted pharmacy revenue	1,318,392
Total	$11,353,111

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Organization believes that it is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

A summary of the payment arrangements with major third-party payers follows:

Medicare

The Organization is reimbursed for the medical care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by Federal guidelines. Overall, reimbursement is subject to a maximum allowable rate per visit. The Medicare cost reports for GCH and FFGS have been audited by the Medicare administrative contractor through June 30, 2018 and June 30, 2017, respectively.

Medicaid and Other Payers

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively-determined rates per visit, discounts from established charges and capitated arrangements for primary care services on a per-member, per-month basis.

Charity Care

The Organization provides care to patients who meet certain criteria under its sliding fee discount policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify for charity care, they are not reported as net patient service revenue. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for the sliding fee discount. The estimated cost of providing services to patients under the Organization this policy amounted to $1,756,052 for the year ended December 31, 2018.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

8. Retirement Plans

The Organization has a defined contribution plan under IRC Section 401(k) that covers substantially all employees. For the year ended December 31, 2018, the Organization contributed $194,214 to the plan.

The Organization has established a unqualified deferred compensation plan under IRC Section 457(b) for certain key employees of the Organization. The Organization did not contribute to the plan during the year ended December 31, 2018. The balance of the deferred compensation plan amounted to $26,763 at December 31, 2018.

9. Food Vouchers

The Organization acts as a conduit for the State of New Hampshire's Special Supplemental Food Program for Women, Infants and Children (WIC). The value of food vouchers distributed by the Organization was $1,136,875 for the year ended December 31, 2018. These amounts are not included in the accompanying financial statements as they are not part of the contract the Organization has with the State of New Hampshire for the WIC program.

10. Concentration of Risk

The Organization has cash deposits in major financial institutions which exceed federal depository insurance limits. The Organization has not experienced losses in such accounts and management believes the credit risk related to these deposits is minimal.

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. At December 31, 2018, Medicaid represented 37% of gross accounts receivable. No other individual payer source exceeded 10% of the gross accounts receivable balance.

The Organization 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 year ended December 31, 2018, grants from DHHS (including both direct awards and awards passed through other organizations) represented approximately 63% of grants, contracts, and contributions.

11. Functional Expense

The Organization provides various services to residents within its geographic location. Given the Organization is a service organization, expenses are allocated between healthcare services and administrative support based on the percentage of direct care wages to total wages, with the exception of program supplies which are 100% healthcare in nature. Expenses related to providing these services are as follows for the year ended December 31, 2018.

	Healthcare Services	Administrative and Support Services	Fundraising Services	Total
Salaries and benefits	$ 12,688,419	$ 1,458,660	$ 568,041	$ 14,715,120
Other operating expenses				
Contract services	925,980	144,869	15,112	1,085,961
Program supplies	1,217,994	-	-	1,217,994
Software maintenance	460,634	52,938	20,620	534,192
Occupancy	502,635	57,765	22,500	582,900
Other	862,256	88,360	75,211	1,025,827
Depreciation	301,513	34,651	13,497	349,661
Total	$ 16,959,431	$ 1,837,243	$ 714,981	$ 19,511,655

12. Commitments and Contingencies

Medical Malpractice Insurance

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of the year ended December 31, 2018, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and additional medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

Leases

The Organization leases office space and certain other office equipment under noncancelable operating leases. Future minimum lease payments under these leases are as follows:

2019	$ 289,273
2020	76,992
2021	33,990
Total	$ 400,255

Rental expense amounted to $258,695 for the year ended December 31, 2018.

GREATER SEACOAST COMMUNITY HEALTH

Goodwin Community Health | Families First | Lilac City Pediatrics

Board of Directors
Calendar Year 2020

Name/Address	Phone/Email	Occupation
Chair Barbara Henry [redacted]	[redacted]	Retired Newspaper Publisher
Vice Chair Valerie Goodwin [redacted]	[redacted]	Retired Business **Consumer**
Board Treasurer Dennis Veilleux [redacted]	[redacted]	Accounting Manager
Board Secretary Jennifer Glidden [redacted]	[redacted]	DHHS Admin. Supervisor **Consumer**
Karin Barndollar [redacted]	[redacted]	Export Manager **Consumer**
Don Chick [redacted]	[redacted]	Photographer **Consumer**
Jo Jordon [redacted]	[redacted]	Emergency Management
Abigail Sykas Karoutas [redacted]	[redacted]	Attorney **Consumer**
Allison Neal [redacted]	[redacted]	Education Consultant **Consumer**
Yulia Rothenberg [redacted]	[redacted]	Education Consultant **Consumer**
Stuart Scharff [redacted]	[redacted]	Business/Legal
Kathy Scheu [redacted]	[redacted]	Medical/Laboratory Product Sales
Dan Schwarz [redacted]	[redacted]	Attorney **Consumer**

Rev. 8/2019

Name/Address	Phone/Email	Occupation
Jeffrey Segil, MD [redacted]	[redacted]	Physician-OB/GYN
James Sepanski [redacted]	[redacted]	Financial Executive
David B. Staples, DDS [redacted]	[redacted]	Dentist **Consumer**

JANET M. LAATSCH

Objective: To utilize my leadership skills to create a dynamic, sustainable non-profit organization.

WORK EXPERIENCE:

Goodwin Community Health (GCH)

Somersworth, NH **2001-Present**

Chief Executive Officer **2005-Present**

Accomplishments:

- Successfully retained all Directors and Physicians
- Built relationships with donors, foundations, local and state representatives and other non-profit and for-profit organizations
- Retention of an active Board of Directors
- Improvement of patient outcomes
- Successfully implemented mental health integration program
- Successfully acquired a for-profit mental health organization
- Developed a new partnership with Noble High School
- Developed a new partnership with Southeastern NH Services
- Obtained new grant funding of over $7.0 million
- Expansion of donor base
- Development of a corporate compliance program
- Merged the public health and safety council under AGCHC

Responsibilities:

- Oversight of operations, finance, personnel and fund development
- Grant writing and donor development
- New business development
- Compliance with all federal and state regulations
- Build relationships and partnerships locally and statewide
- Strategic planning
- Report directly to the Board of Directors

Finance Director **2002-2005**

Accomplishments:

- Brought in over $3.0 million in grant funds for the organization
- Obtained Federally Qualified Health Center status in 2004
- Designed and implemented a successful new dental program
- Achieved a financial surplus annually

Responsibilities:

- Responsible for all financial transactions, billing, collections, patient accounts
- Strategic planning as it relates to capital funding
- Budget development, cost/benefit analysis of existing programs and potential new programs
- Development and implementation of an annual development plan
- Research, write, submit and provide follow-up reports for grant funds

- Oversee human resource functions of the organization

Grant Writer/Per Diem Nurse 2001-2002

Grant Writing Services,
N. Hampton, NH
Sole Proprietor 1999-2001

Accomplishments:

- Successfully researched and submitted grants for health and educational organizations totaling over $150k

Responsibilities:

- Research private, industry, state and federal funds for non-profit organizations

North Shore Medical Center (Partners Health Care) 1991-1999
Salem, MA
Acting Chief Operations Officer for the
North Shore Community Health Center 1997-1999

Accomplishments:

- Successfully submitted their competitive Federal grant and other state grants
- Recruited a medical director and re-negotiated existing provider contracts to include productivity standards
- Re-designed operations to improve productivity
- Incorporated the hospital's medical residency program into the Health Center
- Achieved a financial surplus for the first time in five years
- Developed a quality improvement program and framework

Responsibilities:

- Placed at the Health Center by the North Shore Medical Center to revamp operations and improve the cash flow for the organization
- Reported directly to the Board of Directors

EDUCATION:

University of New Hampshire:	M.B.A.	
Durham, N.H.	Concentration in Finance	1991
Northern Michigan University:	B.S.N.	
Marquette, M.I.	Minor in Biology	1981

LICENSES/CERTIFICATES:
Real Estate Broker
N.H. Nursing License

PROFESIONAL:
Member of the National Association of Community Health Centers
Previous Board member of the United Way of the Greater Seacoast
Treasurer for the Health and Safety Council of Strafford County
Board member of the Community Health Network Access (CHAN)
Board member of the Rochester Rotary, slotted for President in 2011

Erin E. Ross

Objective

Obtain a position in Health Care, which will continue to build knowledge and skills from both education and experiences gained.

Qualifications

Mature, energetic individual possessing management experience, organizational skills, multi-tasking abilities, good work initiative and communicates well with internal and external contacts. Proficient in computer skills with a strong background using all applications within Microsoft Office programs.

Education

September 1998 – May 2002 **Bachelor of Science in Health Management & Policy**
University of New Hampshire
Durham, New Hampshire 03824

Related Experience

August 2006 – Present **Service Expansion Director**
Avis Goodwin Community Health Center

- Responsible for the overall function of the Winter St location of Avis Goodwin Community Health Center.
- Maintain all clinical equipment and order all necessary supplies.
- Coordinate the scheduling of all clinical and administrative staff in the office.
- Assist with the continued integration of dental services and now mental health services to existing primary care services.
- Assist with the integration of private OB/GYN practice into Avis Goodwin Community Health Center.
- Organize patient outcome data collection and quality improvement measures to monitor multiple aspects and assure sustainability for Avis Goodwin Community Health Center.

May 2005 – August 2006 **Site Manager, Dover Location**
Avis Goodwin Community Health Center

- Responsible for the overall function of the Dover location of Avis Goodwin Community Health Center.
- Maintain all clinical equipment and order all necessary supplies.
- Assist with the continued integration of dental services and now mental health services to existing primary care services.
- Coordinate the scheduling of all clinical and administrative staff in the office.
- Organize patient outcome data collection and quality improvement measures to monitor multiple aspects and assure sustainability for Avis Goodwin Community Health Center.

January 2005 – November 2005 **Front Office Manager**
Avis Goodwin Community Health Center

- Supervise, hire and evaluate front office staff of both Avis Goodwin Community Health Center locations.
- Develop and implement policies and procedures for the smooth functioning of the front office.

May 2004 – Present **Dental Coordinator**
Avis Goodwin Community Health Center

- Supervise, hire and evaluate dental staff, including Dental Assistant and Hygienists.
- Acted as general contractor during construction and renovation of existing facility for 4 dental exam rooms.
- Responsible for the operations of the dental center, development of educational programs for providers and staff and supervision of the school-based dental program.
- Developed policy and procedure manual, including OSHA and Infection Control protocols.
- Organize patient outcome data collection and quality improvement measures to monitor dental program and assure sustainability.
- Maintain all dental equipment and order all dental supplies.
- Coordinate grant fund requirements to multiple agencies on a quarterly basis.

- Oversee all aspects of billing for dental services, including training existing billing department staff.

July 2003 – May 2004 **Administrative Assistant to Medical Director**
Avis Goodwin Community Health Center

- Assist with Quality Improvement program by attending all meetings, generating monthly minutes documenting all aspects of the agenda and reporting quarterly data followed by the agency.
- Generate a monthly report reflecting provider productivity including number patients seen by each provider and no show and cancellation rates of appointments.
- Served as a liaison between patients and Chief Financial Officer to effectively handle all patient concerns and compliments.
- Established and re-created various forms and worksheets used by many departments.

December 2002 – May 2004 **Billing Associate**
Avis Goodwin Community Health Center

- Organize and respond to correspondence, rejections and payments from multiple insurance companies.
- Created an Insurance Manual for Front Office Staff and Intake Specialists as an aide to educate patients on their insurance.
- Responsible for credentialing and Re-credentialing of providers, including physicians, nurse practitioners and physician assistants, within the agency and to multiple insurance companies.
- Apply knowledge of computer skills, including Microsoft Office, Logician, PCN and Centricity.
- Designed a statement to generate from an existing Microsoft Access database for patients on payment plans to receive monthly statements.
- Assist Front Office Staff during times of planned and unexpected staffing shortages.

June 2002 - December 2002 **Billing Associate**
Automated Medical Systems
Salem, New Hampshire 03079

- Communicate insurance benefits and explain payments and rejections to patients about their accounts.
- Responsible for organizing and responding to correspondence received for multiple doctor offices.
- Determine effective ways for rejected insurance claims to get paid through communicating with insurance companies and patients.
- Apply knowledge of computer skills, including Microsoft Office, Accuterm and Docstar.

Work Experience

October 1998 – May 2002 **Building Manager**
Memorial Union Building – UNH
Durham, New Hampshire 03824

- Recognized as a Supervisor, May 2001-May 2002.
- Supervised Building Manager and Information Center staff.
- Responsible for managing and documenting department monetary transactions.
- Organized and led employee meetings on a weekly basis.
- Established policies and procedures for smooth functioning of daily events.
- Oversaw daily operations of student union building, including meetings and campus events.
- Served as a liaison between the University of New Hampshire, students, faculty and community.
- Organized and maintained a weekly list of rental properties available for students.
- Developed and administered new ideas for increased customer service efficiency.

References

Available upon request

Erin E. Ross

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- Supervised Building Manager and Information Center staff.
- Responsible for managing and documenting department monetary transactions.
- Organized and led employee meetings on a weekly basis.
- Established policies and procedures for smooth functioning of daily events.
- Oversaw daily operations of student union building, including meetings and campus events.
- Served as a liaison between the University of New Hampshire, students, faculty and community.
- Organized and maintained a weekly list of rental properties available for students.
- Developed and administered new ideas for increased customer service efficiency.

References

Available upon request

Joann Buonomano, MD, FAAFP

Education

Duke University - FAHEC Family Practice Residency Program — 1989 - 1992
- Chief Resident 1991-1992

Boston University School of Medicine — 1985 - 1989
- Senior year symposium "War & Medicine"
- Pediatric rotation in Spanishtown, Jamaica

Boston University – Biology — 1980 - 1984

Professional Experience

Ossipee Family Medicine Ossipee, NH — 1995 - present
- One-year successful implementation of Greenway EMR system
- Off-campus department of a critical-access hospital
- Servicing economically diverse population in rural NH
- Two-physician team and solo practice experience
- Supervision of PA's and PA students
- Minor in-office procedures, Excisions/I & D/trigger point/joint injections
- Colposcopy, Cryosurgery
- Home visits for practice hospice patients
- Nursing home responsibilities
- Average 22-29 patients/day; night and weekend coverage

Rural Health Clinic status - Ossipee, NH — 1995 - 2006
- In patient responsibilities, including ICU
- OB (w/o csxn). 30 deliveries/year
- Newborn care
- Prior clerkship site for third -year medical students MMC/UVM
- Grant Application submitted FQHC status 2005

Robeson Health Care Consortium, Pembroke, NC — 1992 - 1995
Faculty appointment - UNC School of Medicine
Clerkship site for third- and fourth -year medical students

Committee Experience, Huggins Hospital, Wolfeboro, NH

Chairperson – Out-Patient Division — 2012 - present
Chairperson – Clinical Quality Committee — 2011 - 2012
Chairperson – Maternal Child Health Committee — 2000 – 2005

Certifications and Licensure

NH State License #9369
Board Certified in Family Practice since 1992
ACLS (expires 1/2016)
PALS and ALSO (expired 5/2012)

Joann Buonomano MD, FAAFP

DEA # BB3224968

NPI # 1427022292

Professional References

2/5/14

Eric Lewis MD
Wolfeboro Family Medicine
Huggins Hospital
Cell # 603-651-7036
email: lewiserc@hotmail.com

Marcia Arsnow MD
Emergency room Physician
Huggins Hospital
Cell # 603-387-7328
Email: drmschneid@gmail.com

Vlasta Zdrnja MD
Queen City Internal Medicine
Manchester ,NH
Cell # 603-303-9588
Email: [illegible]

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Janet Laatsch	Chief Executive Officer	$216,778	0%	$0
Erin Ross	Chief Financial Officer	$149,177	0%	$0
Joann Buonomano	Chief Medical Officer	$242,403	0%	$0

MLC
276

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES
29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

May 31, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into **retroactive** agreements with the fifteen (15) vendors, as listed in the tables below, for the provision of primary health care services that include preventive and episodic health care for acute and chronic health conditions for people of all ages, statewide; including pregnant women, children, adolescents, adults, the elderly and homeless individuals, effective **retroactive** to April 1, 2018 upon Governor and Executive Council approval through March 31, 2020. 26% Federal Funds and 74% General Funds.

Primary Care Services			
Vendor	**Vendor Number**	**Location**	**Amount**
Ammonoosuc Community Health Services, Inc.	177755-R001	25 Mount Eustis Road, Littleton, NH 03561	$373,662
Coos County Family Health Services, Inc.	155327-B001	133 Pleasant Street, Berlin, NH 03570	$213,277
Greater Seacoast Community Health	154703-B001	311 Route 108, Somersworth, NH 03878	$1,017,629
HealthFirst Family Care Center	158221-B001	841 Central Street, Franklin, NH 03235	$477,877
Indian Stream Health Center	165274-B001	141 Corliss Lane, Colebrook, NH 03576	$157,917

Lamprey Health Care, Inc.	177677-R001	207 South Main Street, Newmarket, NH 03857	$1,049,538
Manchester Community Health Center	157274-B001	145 Hollis Street, Manchester NH 03101	$1,190,293
Mid-State Health Center	158055-B001	101 Boulder Point Drive, Suite 1, Plymouth, NH 03264	$306,570
Weeks Medical Center	177171-R001	170 Middle Street, Lancaster, NH 03584/PO Box 240, Whitefield, NH 03598	$180,885
Sub-Total			***$4,967,648***

Primary Care Services for Specific Counties			
Vendor	**Vendor Number**	**Location**	**Amount**
Manchester Community Health Center	157274-B001	145 Hollis Street, Manchester NH 03101	$80,000
Concord Hospital	177653-B011	250 Pleasant St, Concord, NH 03301	$484,176
White Mountain Community Health Center	174170-R001	298 White Mountain Highway, PO Box 2800, Conway, NH 03818	$352,976
Sub-Total			***$917,152***

Primary Care Services for the Homeless			
Vendor	**Vendor Number**	**Location**	**Amount**
Greater Seacoast Community Health	154703-B001	311 Route 108, Somersworth, NH 03878	$146,488
Harbor Homes, Inc.	155358-B001	77 Northeastern Blvd, Nashua, NH 03062	$150,848
Sub-Total			***$297,336***

Primary Care Services for the Homeless – Sole Source for Manchester Department of Public Health			
Vendor	**Vendor Number**	**Location**	**Amount**
Manchester Health Department	177433-B009	1528 Elm Street, Manchester, NH 03101	$155,650
Sub-Total			***$155,650***
Primary Care Services Total Amount			**$6,337,786**

Funds are available in the following account for State Fiscal Years 2018 and 2019, and anticipated to be available in State Fiscal Year 2020, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

05-95-90-902010-51900000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, MATERNAL - CHILD HEALTH

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Svcs	90080100	$792,224
2019	102-500731	Contracts for Program Svcs	90080100	$3,168,891
2020	102-500731	Contracts for Program Svcs	90080100	$2,376,671
Total				**$6,337,786**

EXPLANATION

This request is **retroactive** as the Request for Proposals timeline extended beyond the expiration date of the previous primary care services contracts. The Request for Proposals was reissued to ensure that services would be provided in specific counties and in the City of Manchester, where the need is the greatest. Continuing this service without interruption allows for the availability of primary health care services for New Hampshire's most vulnerable populations who are at disproportionate risk of poor health outcomes and limited access to preventative care.

The agreement with the Manchester Health Department is **sole source**, as it is the only vendor capable and amenable to provide primary health care services to the homeless population of the City of Manchester. This community has been disproportionately impacted by the opioid crisis; increasing health risks to individuals who experience homelessness.

The purpose of these agreements is to provide primary health care services that include preventive and ongoing heath care for acute and chronic health conditions for people of all ages, including pregnant women, children, adolescents, adults, the elderly and the homeless. Primary and preventative health care services are provided to underserved, low-income and homeless individuals who experience barriers to accessing health care due to issues such as lack of insurance, inability to pay, limited language proficiency and geographic isolation. Primary care providers provide an array of enabling patient-centered services such as care coordination, translation services, transportation, outreach, eligibility assistance, and health education. These services assist individuals in overcoming barriers to achieve their optimal health.

Primary Care Services vendors were selected for this project through competitive bid processes. The Request for Proposals for Primary Care Services was posted on the Department of Health and Human Services' website from December 12, 2017 through January 23, 2018. A separate Request for Proposals to address a deficiency in Primary Care Services for specific counties was posted on the Department's website from February 12, 2018 through March 2, 2018. Additionally, the Request for Proposals for Primary Care Services for the Homeless was posted on the Department's website from January 26, 2018 through March 13, 2018.

The Department received fourteen (14) proposals. The proposals were reviewed and scored by a team of individuals with program specific knowledge. The Score Summaries are attached. A separate sole source agreement is requested to address the specific need of the homeless population of the City of Manchester.

As referenced in the Request for Proposals and in Exhibit C-1, Revisions to General Provisions, these Agreements reserve the option to extend contract services for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The Department will directly oversee and manage the contracts to ensure that quality improvement, enabling and annual project objectives are defined in order to measure the effectiveness of the program.

Should the Governor and Executive Council not authorize this request, the Department may be unable to ensure preventive and regular health care for acute and chronic health conditions for low income and homeless individuals of all ages, including pregnant women, children, adolescents, adults, and the elderly throughout the state.

Area served: Statewide.

Source of Funds: 26% Federal Funds from the US Department of Health and Human Services, Human Resources & Services Administration (HRSA), Maternal and Child Health Services (MCHS) Catalog of Federal Domestic Assistance (CFDA) #93.994, Federal Award Identification Number (FAIN), B04MC30627 and 74% General Funds.

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

Respectfully submitted,

Lisa Morris, MSSW
Director

Approved by:

Jeffrey A. Meyers
Commissioner

Subject: Primary Care Services (RFP-2018-DPHS-15-PRIMA)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Greater Seacoast Community Health		1.4 Contractor Address 311 Route 108, Somersworth, NH 03878	
1.5 Contractor Phone Number 603-516-2550	1.6 Account Number 05-95-90-902010-51900000-102-500731	1.7 Completion Date March 31, 2020	1.8 Price Limitation $1,107,629
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature Janet Lantsch		1.12 Name and Title of Contractor Signatory Janet Lantsch CEO	

1.13 Acknowledgement: State of New Hampshire County of Rockingham

On March 27, 2018, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

Kimberlee A Durkee ... [Seal]

Kimberlee A. Durkee
Notary Public
My Commission Expires
April 3, 2018

1.13.2 Name and Title of Notary or Justice of the Peace

Kimberlee A. Durkee

1.14 State Agency Signature Date: 4/26/18	1.15 Name and Title of State Agency Signatory LISA MORRIS DIRECTOR DPHS
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:	On: 5/22/18
1.18 Approval by the Governor and Executive Council *(if applicable)* By:	On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials _____
Date 3-27-18

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials _____
Date 3-2-10

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials [illegible]
Date 3/28/10

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered. The Department shall be the payor of last resort.

1.4. Preventative and Primary Health Care, as well as related Care Management and Enabling Services shall be provided to individuals of all ages, statewide, who are:

1.4.1. Uninsured.

1.4.2. Underinsured.

1.4.3. Low-income (defined as <185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines.

1.5. The Contractor shall remain in compliance with all applicable state and federal laws for the duration of the contract period, including but not limited to:

1.5.1. NH RSA 141-C and Administrative Rule He-P 301, adopted 6/3/08, which requires the reporting of all communicable diseases.

1.5.2. NH RSA 169:C, Child Protection Act; NH RSA 161-F46, Protective Services to Adults, NH RSA 631:6, Assault and Related Offences, and RSA 130:A, Lead Paint Poisoning and Control.

1.5.3. NH RSA 141-C and the Immunization Rules promulgated, hereunder.

2. Eligibility Determination Services

2.1. The Contractor shall notify the Department, in writing, if access to Primary Care Services for new patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

2.2. The Contractor shall assist individuals with completing a Medicaid/Expanded Medicaid and other health insurance application when income calculations indicate possible Medicaid eligibility.

2.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered.

2.4. The Contractor shall post a notice in a public and conspicuous location noting that no individual will be denied services for an inability to pay.

2.5. The Contractor shall develop and implement a sliding fee scale for services in accordance with the Federal Poverty Guidelines. The Contractor shall make the sliding fee scale available to the Department upon request.

3. Primary Care Services

3.1. The Contractor shall ensure primary care services are provided by a New Hampshire licensed Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Advanced Practice Registered Nurse (APRN) or Physician Assistant (PA) to eligible individuals in the service area.

3.2. The Contractor shall ensure primary care services include, but are not limited to:

3.2.1. Reproductive health services.

3.2.2. Perinatal health services including but not limited to access to obstetrical services either on-site or by referral.

3.2.3. Preventive services, screenings and health education in accordance with established, documented state or national guidelines.

3.2.4. Integrated behavioral health services.

3.2.5. Pathology, radiology, surgical and CLIA certified laboratory services either on-site or by referral.

3.2.6. Assessment of need and follow-up/referral as indicated for:

3.2.6.1. Tobacco cessation, including referral to QuitWorks-NH, www.QuitWorksNH.org.

3.2.6.2. Social services.

3.2.6.3. Chronic Disease management, including disease specific referral and self-management education such as referral to Diabetes Self-Management Education (DSME) as recommended by American Diabetes Association (ADA).

3.2.6.4. Nutrition services, including Women, Infants and Children (WIC) Food and Nutrition Service, as appropriate;

3.2.6.5. Screening, Brief Intervention and Referral to Treatment (SBIRT) services, including but not limited to contact with the Regional Public Health Network Continuum of Care Development Initiative.

3.2.6.6. Referrals to health, home care, oral health and behavioral health specialty providers who offer sliding scale fees, when available.

3.3. The Contractor shall provide care management for individuals enrolled for

primary care services, which includes, but is not limited to:

3.3.1. Integrated and coordinated services that ensure patients receive necessary care, including behavioral health and oral care when and where it is needed and wanted, in a culturally and linguistically appropriate manner.

3.3.2. Access to a healthcare provider by telephone twenty-four (24) hours per day, seven (7) days per week, directly, by referral or subcontract.

3.3.3. Care facilitated by registries; information technology; health information exchanged.

3.4. The Contractor shall provide and facilitate enabling services, which are non-clinical services that support the delivery of basic primary care services, and facilitate access to comprehensive patient care as well as social services that include, but are not limited to:

3.4.1. Benefit counseling.

3.4.2. Health insurance eligibility and enrollment assistance.

3.4.3. Health education and supportive counseling.

3.4.4. Interpretation/translation for individuals with Limited English Proficiency or other communication needs.

3.4.5. Outreach, which may include the use of community health workers.

3.4.6. Transportation.

3.4.7. Education of patients and the community regarding the availability and appropriate use of health services.

4. Quality Improvement

4.1. The Contractor shall develop, define, facilitate and implement a minimum of two (2) Quality Improvement (QI) projects, which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of targeted patient groups.

4.1.1. One (1) quality improvement project must focus on the performance measure as designated by MCHS. (Defined as Adolescent Well Visits for SFY 2018 – 2019)

4.1.2. The other(s) will be chosen by the vendor based on previous performance outcomes needing improvement.

4.2. The Contractor shall utilize Quality Improvement Science to develop and implement a QI Workplan for each QI project. The QI Workplan will include:

4.2.1. Specific goals and objectives for the project period; and

4.2.2. Evaluation methods used to demonstrate improvement in the quality, efficiency, and effectiveness of patient care.

4.3. The Contractor shall include baseline measurements for each area of

improvement identified in the QI projects, to establish health care services and health status of targeted patient groups to be improved upon.

4.4. The Contractor may utilize activities in QI projects that enhance clinical workflow and improve patient outcomes, which may include, but are not limited to:

4.4.1.1. EMR prompts/alerts.

4.4.1.2. Protocols/Guidelines.

4.4.1.3. Diagnostic support.

4.4.1.4. Patient registries.

4.4.1.5. Collaborative learning sessions.

5. Staffing

5.1. The Contractor shall ensure all health and allied health professions have the appropriate, current New Hampshire licenses whether directly employed, contracted or subcontracted.

5.2. The Contractor shall employ a medical services director with special training and experience in primary care who shall participate in quality improvement activities and be available to other staff for consultation, as needed.

5.3. The Contractor shall notify the Maternal and Child Health Section (MCHS), in writing, of any newly hired administrator, clinical coordinator or any staff person essential to providing contracted services and include a copy of the individual's resume, within thirty (30) days of hire.

5.4. The Contractor shall notify the MCHS, in writing, when:

5.4.1. Any critical position is vacant for more than thirty (30) days;

5.4.2. There is not adequate staffing to perform all required services for any period lasting more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

6. Coordination of Services

6.1. The Contractor shall participate in activities within their Public Health Region, as appropriate, to enhance the integration of community-based public health prevention and healthcare initiatives being implemented, including but not limited to:

6.1.1. Community needs assessments;

6.1.2. Public health performance assessments; and

6.1.3. Regional health improvement plans under development.

6.2. The Contractor shall participate in and coordinate public health activities, as requested by the Department, during any disease outbreak and/or emergency that affects the public's health.

7. Required Meetings & Trainings

7.1. The Contractor shall attend meetings and trainings facilitated by the MCHS programs that include, but are not limited to:

7.1.1. MCHS Agency Directors' meetings;

7.1.2. MCHS Primary Care Coordinators' meetings, which are held two (2) times per year, which may require attendance by agency quality improvement staff; and

7.1.3. MCHS Agency Medical Services Directors' meetings.

8. Workplans, Outcome Reports & Additional Reporting Requirements

8.1. The Contractor shall collect and report data as detailed in Exhibit A-1 "Reporting Metrics" according to the Exhibit A-2 "Report Timing Requirements".

8.2. The Contractor shall submit reports as defined within Exhibit A-2 "Report Timing Requirements".

8.3. The Contractor shall submit an updated budget narrative, within thirty (30) days of the contract execution date and annually, as defined in Exhibit A-2 "Report Timing Requirements". The budget narrative shall include, at a minimum;

8.3.1. Staff roles and responsibilities, defining the impact each role has on contract services;

8.3.2. Staff list, defining;

8.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

8.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

8.4. In addition to the report defined within Exhibit A-2 "Report Timing Requirements", the Contractor shall submit a Sources of Revenue report at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

9. On-Site Reviews

9.1. The Contractor shall permit a team or person authorized by the Department to periodically review the Contractor's:

9.1.1. Systems of governance.

9.1.2. Administration.

9.1.3. Data collection and submission.

9.1.4. Clinical and financial management.

9.1.5. Delivery of education services.

9.2. The Contractor shall cooperate with the Department to ensure information needed for the reviews is accessible and provided. The Contractor shall ensure information includes, but is not limited to:

9.2.1. Client records.

9.2.2. Documentation of approved enabling services and quality improvement projects, including process and outcome evaluations.

9.3. The Contractor shall take corrective actions, as advised by the review team, if services provided are not in compliance with the contract requirements.

10. Performance Measures

10.1. The Contractor shall ensure that the following performance indicators are annually achieved and monitored quarterly to measure the effectiveness of the agreement:

10.1.1. Annual improvement objectives shall be defined by the vendor and submitted to the Department. Objectives shall be measurable, specific and align to the provision of primary care services defined within Exhibit A-1 "Reporting Metrics"

Exhibit A-1 – Reporting Metrics

1. **Definitions**

1.1. **Measurement Year** – Measurement Year consists of 365 days and is defined as either:

1.1.1. The calendar year, (January 1st through December 31st); or

1.1.2. The state fiscal year (July 1st through June 30th).

1.2. **Medical Visit** – Medical visit is defined as any office visit including all well-care and acute-care visits.

1.3. **HEDIS** – Healthcare Effectiveness Data and Information Set

1.4. **NQF** – National Quality Forum

1.5. **Title V** – Federal Maternal and Child Health Services Block Grant

1.6. **UDS** – Uniform Data System

1.7. **NH MCHS** – New Hampshire Maternal and Child Health Section

2. **MCHS PRIMARY CARE PERFORMANCE MEASURES**

2.1. **Breastfeeding**

2.1.1. Percent of infants who are ever breastfed (Title V PM #4).

2.1.1.1. Numerator: All patient infants who were ever breastfed or received breast milk.

2.1.1.2. Numerator Note: The American Academy of Pediatrics recommends all infants exclusively breastfeed for about six (6) months as human milk supports optimal growth and development by providing all required nutrients during that time.

2.1.1.3. Denominator: All patient infants born in the measurement year.

2.2. **Preventive Health: Lead Screening**

2.2.1. Percent of children three (3) years of age who had two (2) or more capillary or venous lead blood test for lead poisoning by their third birthday. (NH MCHS).

2.2.1.1. Numerator: All patient children who received at least one capillary or venous lead screening test between nine (9) months to eighteen (18) months of age **AND** one (1) capillary or venous lead screening test between nineteen (19) to thirty (30) months of age.

2.2.1.2. Denominator: All patient children who turned three (3) years old during the measurement year that had at least one (1) medical visit during the measurement year.

Contractor Initials: CL
Date: 3-27-18

2.3. **Preventive Health: Adolescent Well-Care Visit**

2.3.1. Percent of adolescents, twelve (12) through twenty-one (21) years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year (HEDIS).

2.3.1.1. Numerator: Number of adolescents, ages 12 through 21 years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year.

2.3.1.2. Denominator: Number of patient adolescents, ages 12 through 21 years of age by the end of the measurement year.

2.4. **Preventive Health: Depression Screening**

2.4.1. Percentage of patients ages twelve (12) and older screened for clinical depression using an age appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NQF 0418, UDS).

2.4.1.1. Numerator: Patients twelve (12) years and older who are screened for clinical depression using an age-appropriate standardized depression screening tool **AND** if positive, a follow-up plan documented.

2.4.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented follow-up plan.

2.4.1.3. Denominator: All patients twelve (12) years and older by the end of the measurement year who had at least one (1) medical visit during the measurement year.

2.4.1.4. Denominator Exception: Depression screening not performed due to medical contraindicated or patient refusal.

2.4.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as suicide risk assessment and/or referral to practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.4.2. Maternal Depression Screening

2.4.2.1. Percentage of women who are screened for clinical depression during any visit up to twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NH MCHS).

2.4.2.1.1. Numerator: Women who are screened for clinical depression during the first twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if screened positive have documented follow-up plan.

2.4.2.1.2. Numerator Note: Numerator includes women who screened negative PLUS women who screened positive AND have documented follow-up plan.

2.4.2.1.3. Denominator: All women who had any office visit up to twelve (12) weeks following delivery during the measurement year.

2.4.2.1.4. Denominator Exception: Documentation of depression screening not performed due to medical contraindicated or patient refusal.

2.4.2.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as Suicide Risk Assessment and/or referral to a practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.5. **Preventive Health: Obesity Screening**

2.5.1. Percentage of patients aged 18 years and older with a calculated BMI in the past six months or during the current visit documented in the medical record AND if the most recent BMI is outside of normal parameters, a follow-up plan is documented (NQF 0421, UDS).

2.5.1.1. Normal parameters: Age 65 and older BMI $\geq$ 23 and < 30

2.5.1.2. Age 18 through 64

BMI $\geq$ 18.5 and < 25

2.5.1.3. Numerator: Patients with BMI calculated within the past six months or during the current visit and a follow-up plan documented if the BMI is outside of parameters (Normal BMI + abnormal BMI with documented plan).

2.5.1.4. Definition of Follow-Up Plan: Proposed outline of follow-up plan to be conducted as a result of BMI outside of normal parameters. The follow-up plan can include documentation of a future appointment, education, referral (such as registered dietician, nutritionist, occupational therapist, primary care physician, exercise physiologist, mental health provider, surgeon, etc.), prescription of/administration of dietary supplements, exercise counseling, nutrition counseling, etc.

2.5.1.5. Denominator: All patients aged 18 years and older who had at least one (1) medical visit during the measurement year.

2.5.2. Percent of patients aged 3 through 17 who had evidence of BMI percentile documentation AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year (UDS).

2.5.2.1. Numerator: Number of patients in the denominator who had their BMI percentile (not just BMI or height and weight) documented during the measurement year AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year.

2.5.2.2. Denominator: Number of patients who were one year after their second birthday (i.e., were 3 years of age) through adolescents who were aged up to one year past their 16th birthday (i.e., up until they were 17) at some point during the measurement year, who had at least one medical visit during the reporting year, and were seen by the health center for the first time prior to their 17th birthday.

2.6. **Preventive Health: Tobacco Screening**

2.6.1. Percent of patients aged 18 years and older who were screened for tobacco use at least once during the measurement year or prior year AND who received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user (UDS).

2.6.1.1. Numerator: number of patients in the denominator for whom documentation demonstrates that patients were queried about their tobacco use one or more times during their most recent visit OR within twenty-four (24) months of the most

recent visit and received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user.

2.6.1.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.6.1.4. Definitions:

2.6.1.4.1. Tobacco Use: Includes any type of tobacco.

2.6.1.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy.

2.6.2. Percent of women who are screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user (NH MCHS).

2.6.2.1. Numerator: Pregnant women who were screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user.

2.6.2.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.2.3. Denominator: All women who delivered a live birth in the measurement year.

2.6.2.4. Definitions:

2.6.2.4.1. Tobacco Use: Includes any type of tobacco

2.6.2.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy

2.7. **At Risk Population: Hypertension**

2.7.1. Percentage of patients aged 18 through 85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90mmHG) during the measurement year (NQF 0018).

2.7.1.1. Numerator: Number of patients from the denominator with blood pressure measurement less than 140/90 mm HG at the time of their last measurement.

2.7.1.2. Denominator: Number of patients age 18 through 85 with diagnosed hypertension (must have been diagnosed with hypertension 6 or more months before the measurement date) who had at least one (1) medical visit during the measurement year. (Excludes pregnant women and patients with End Stage Renal Disease.)

2.8. **Patient Safety: Falls Screening**

2.8.1. Percent of patients aged 65 years and older who were screened for fall risk at least once within 12 months (NH MCHS).

2.8.1.1. Numerator: Patients who were screened for fall risk at least once within the measurement year.

2.8.1.2. Denominator: All patients aged 65 years and older seen by a health care provider within the measurement year.

2.9. **SBIRT**

2.9.1. SBIRT – Percent of patients aged 18 years and older who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.1.1. Numerator: Number of patients in the denominator who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, who received a brief intervention and/or referral to services.

2.9.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.1.3. Denominator: Number of patients aged 18 years and older seen for annual/preventive visit within the measurement year.

2.9.1.4. Definitions:

2.9.1.4.1. Substance Use: Includes any type of alcohol or drug.

2.9.1.4.2. Brief Intervention: Includes guidance or counseling.

2.9.1.4.3. Referral to Services: includes any recommendation of direct referral for substance abuse services.

2.9.2. Percent of pregnant women who were screened, using a formal valid screening tool, for substance use, during every trimester they are

enrolled in the prenatal program AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.2.1. Numerator: Number of women in the denominator who were screened for substance use, using a formal and valid screening tool, during each trimester that they were enrolled in the prenatal program AND if positive, received a brief intervention or referral to services

2.9.2.2. Numerator Note: numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.2.3. Denominator: Number of women enrolled in the agency prenatal program and who had a live birth during the measurement year.

Exhibit A-2 – Report Timing Requirements

1.1. **Primary Care Services Reporting Requirements**

1.1.1. The reports are required due on the date(s) listed, or, in years where the date listed falls on a non-business day, reports are due on the Friday immediately prior to the date listed.

1.1.2. The Vendor is required to complete and submit each report, following instructions sent by the Department

1.1.3. An updated budget narrative must be provided to the Department, within thirty (30) days of contract approval. The budget narrative must include, at a minimum;

1.1.3.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.1.3.2. Staff list, defining;

1.1.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.1.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

1.2. **Annual Reports**

1.2.1. The following reports are required annually, on or prior to;

1.2.1.1. March 31st;

1.2.1.1.1. Uniform Data Set (UDS) Data tables reflecting program performance for the previous calendar year;

1.2.1.1.2. Budget narrative, which includes, at a minimum;

1.2.1.1.2.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.2.1.1.2.2. Staff list, defining;

1.2.1.1.2.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.2.1.1.2.2.2. The individual cost, in U.S. Dollars, of each

Contractor Initials: [signature]
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identified individual allocated to contract services.

1.2.1.2. July 31st;

1.2.1.2.1. Summary of patient satisfaction survey results obtained during the prior contract year;

1.2.1.2.2. Quality Improvement (QI) Workplans, Performance Outcome Section

1.2.1.2.3. Enabling Services Workplans, Performance Outcome Section

1.2.1.3. September 1st;

1.2.1.3.1. QI workplan revisions, as needed;

1.2.1.3.2. Enabling Service Workplan revisions, as needed;

1.2.1.3.3. Correction Action Plan (Performance Measure Outcome Report), as needed;

1.3. **Semi-Annual Reports**

1.3.1. Primary Care Services Measure Data Trend Table (DTT), due on;

1.3.1.1. July 31, 2018 (measurement period July 1– June 30) and;

1.3.1.2. January 31 (measurement period January 1 – December 31).

1.4. **The following report is required 30 days following the end of each quarter, beginning in State Fiscal Year 2018;**

1.4.1. Perinatal Client Data Form (PCDF);

1.4.1.1. Due on April 30, July 31, October 31 and January 31

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Method and Conditions Precedent to Payment

1. The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This contract is funded with general and federal funds. Department access to supporting funding for this project is dependent upon meeting the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) (https://www.cfda.gov) #93.994, Maternal and Child Health Services Block Grant to the States

3. The Contractor shall not use or apply contract funds for capital additions, improvements, entertainment costs or any other costs not approved by the Department.

4. Payment for services shall be as follows:

   4.1. Payments shall be on a cost reimbursement basis for approved actual costs in accordance with Exhibits B-1 through Exhibit B-3.

   4.2. The Contractor shall submit invoices in a form satisfactory to the State no later than the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor agrees to keep detailed records of their activities related to Department-funded programs and services.

      4.2.1. Expenditure detail may be requested by the Department on an intermittent basis, which the Contractor must provide.

      4.2.2. Onsite reviews may be required.

   4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

   4.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or invoices may be mailed to:

      Financial Administrator

      Department of Health and Human Services

      Division of Public Health

      29 Hazen Dr.

      Concord, NH 03301

4.5. The final invoice shall be due to the State no later than forty (40) days after the date specified in Form P-37, Block 1.7 Completion Date.

4.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

5. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjusting encumbrances between State Fiscal Years within the price limitation may be made without obtaining approval of the Governor and Executive Council, upon written agreement of both parties.

Exhibit B-1

New Hampshire Department of Health and Human Services

Bidder/Program Name: Greater Seacoast Community Health

Budget Request for: Primary Care Services

Budget Period: SFY 2018 (4/1/18-6/30/18)

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 110,013.00	$ 4,472.00	$ 114,485.00	$ -	$ 4,472.00	$ 4,472.00	$ 110,013.00	$ -	$ 110,013.00
2. Employee Benefits	$ 17,190.00	$ 693.00	$ 17,883.00	$ -	$ 693.00	$ 693.00	$ 17,190.00	$ -	$ 17,190.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ 563.00	$ 563.00	$ -	$ 563.00	$ 563.00	$ -	$ -	$ -
Insurance	$ -	$ 188.00	$ 188.00	$ -	$ 188.00	$ 188.00	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 127,203.00	$ 5,916.00	$ 133,118.99	$ -	$ 5,916.00	$ 5,916.00	$ 127,203.00	$ -	$ 127,203.00
Indirect As A Percent of Direct		4.7%							

Exhibit B-2

New Hampshire Department of Health and Human Services

Bidder/Program Name: Greater Seacoast Community Health

Budget Request for: Primary Care Services

Budget Period: SFY 2019 (7/1/18-6/30/19)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 440,056.00	$ 17,887.00	$ 457,943.00	$ -	$ 17,887.00	$ 17,887.00	$ 440,056.00	$ -	$ 440,056.00
2. Employee Benefits	$ 68,759.00	$ 2,772.00	$ 71,531.00	$ -	$ 2,772.00	$ 2,772.00	$ 68,759.00	$ -	$ 68,759.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ 2,250.00	$ 2,250.00	$ -	$ 2,250.00	$ 2,250.00	$ -	$ -	$ -
Insurance	$ -	$ 750.00	$ 750.00	$ -	$ 750.00	$ 750.00	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 508,815.00	$ 23,659.00	$ 532,474.00	$ -	$ 23,659.00	$ 23,659.00	$ 508,815.00	$ -	$ 508,815.00
Indirect As A Percent of Direct		4.6%							

Exhibit B-3

New Hampshire Department of Health and Human Services

Bidder/Program Name: Greater Seacoast Community Health

Budget Request for: Primary Care Services

Budget Period: SFY 2020 (7/1/19-3/31/20)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 330,042.00	$ 13,415.00	$ 343,457.00	$ -	$ 13,415.00	$ 13,415.00	$ 330,042.00	$ -	$ 330,042.00
2. Employee Benefits	$ 51,569.00	$ 2,079.00	$ 53,648.00	$ -	$ 2,079.00	$ 2,079.00	$ 51,569.00	$ -	$ 51,569.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ 2,250.00	$ 2,250.00	$ -	$ 2,250.00	$ 2,250.00	$ -	$ -	$ -
Insurance	$ -	$ 750.00	$ 750.00	$ -	$ 750.00	$ 750.00	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 381,611.00	$ 18,494.00	$ 400,105.00	$ -	$ 18,494.00	$ 18,494.00	$ 381,611.00	$ -	$ 381,611.00
Indirect As A Percent of Direct		4.8%							

Contractor's Initials JC

Date 3-27-18

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

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

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

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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting *responsibilities and how sanctions/revocation will be managed if the subcontractor's* performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Division reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name:

3-27-18
Date

Name:
Title: CEO

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

3-27-10
Date

Name:
Title: CEO

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

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

3-27-18
Date

Name:
Title: CEO

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.

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:

3-27-18
Date

Name:
Title: CEO

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:

3-27-18
Date

Name:
Title: CEO

HEALTH INSURANCE PORTABLITY 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, TitleXIII, 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.

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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 (l). 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

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

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.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	Greater Seacoast Community Health
The State	Name of the Contractor
Lisa Morris	Janet Cantsch
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Janet Cantsch
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, DPHS	CEO
Title of Authorized Representative	Title of Authorized Representative
4/26/18	3-27-18
Date	Date

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

3-27-18
Date

Name:
Title: CEO

FORM A

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

1. The DUNS number for your entity is: 780054164

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: _____

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or

consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not

use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the

scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from 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. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

b. safeguard this information at all times.

c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS contact program and policy:
(Insert Office or Program Name)
(Insert Title)
DHHS-Contracts@dhhs.nh.gov

B. DHHS contact for Data Management or Data Exchange issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

C. DHHS contacts for Privacy issues:
DHHSPrivacyOfficer@dhhs.nh.gov

D. DHHS contact for Information Security issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

E. DHHS contact for Breach notifications:
DHHSInformationSecurityOffice@dhhs.nh.gov
DHHSPrivacy.Officer@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Primary Care Services

This 1st Amendment to the Primary Care Services (contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and HealthFirst Family Care Center (hereinafter referred to as "the Contractor"), a non-profit with a place of business at 841 Central Street, Franklin, NH 03235.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018, (Item #27G), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2021.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $757,137.

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

   Nathan D. White, Director.

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

   603-271-9631.

5. Modify Exhibit A, Scope of Services by deleting it in its entirety and replacing with Exhibit A, Amendment #1, Scope of Services, incorporated by reference and attached herein.

6. Modify Exhibit A-1, Reporting Metrics by deleting it in its entirety and replacing with Exhibit A-1, Reporting Metrics Amendment #1, incorporated by reference and attached herein.

7. Modify Exhibit A-2, Report Timing Requirements by deleting it in its entirety.

8. Modify Exhibit B, Methods and Conditions Precedent to Payment, Subsection 4.1 to read:

   4.1 Payments shall be on a cost reimbursement basis for approved actual costs in accordance with Exhibits B-1 through Exhibit B-5, Amendment #1 Budget, incorporated by reference and attached herein.

9. Add Exhibit B-4 Amendment #1, Budget, incorporated by reference and attached herein.
10. Add Exhibit B-5 Amendment #1, Budget, incorporated by reference and attached herein.

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

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

State of New Hampshire
Department of Health and Human Services

4/7/2020
Date

Lisa Morris
Director

HealthFirst Family Care Center

04-03-2020
Date

Name: Russell Keene
Title: Chief Executive Officer

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

OFFICE OF THE ATTORNEY GENERAL

4/16/20
Date

Name:
Title:

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. et seq.

1.4. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered. The Department shall be the payor of last resort.

1.5. The Contractor shall provide Preventative and Primary Health Care, as well as related Care Management and Enabling Services to individuals of all ages, statewide, who are:

1.5.1. Uninsured.

1.5.2. Underinsured.

1.5.3. Low-income (defined as <185% of the U.S. Department of Health and Human Services (US DHHS), Poverty Guidelines.

1.6. The Contractor shall comply with all applicable state and federal laws for the duration of the contract period, including but not limited to:

1.6.1. NH RSA 141-C and Administrative Rule He-P 301, adopted 6/3/08, which requires the reporting of all communicable diseases.

1.6.2. NH RSA 169:C, Child Protection Act; NH RSA 161-F46, Protective Services to Adults, NH RSA 631:6, Assault and Related Offences, and RSA 130:A, Lead Paint Poisoning and Control.

1.6.3. NH RSA 141-C and the Immunization Rules promulgated, hereunder.

2. Eligibility Determination Services

2.1. The Contractor shall notify the Department, in writing, if access to Primary Care Services for new patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

2.2. The Contractor shall assist individuals with completing a Medicaid/Expanded

Medicaid and other health insurance application when income calculations indicate possible Medicaid eligibility.

2.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered.

2.4. The Contractor shall post a notice in a public and conspicuous location noting that no individual will be denied services for an inability to pay.

2.5. The Contractor shall develop and implement a sliding fee scale for services in accordance with the Federal Poverty Guidelines.

2.6. The Contractor shall make the sliding fee scale available to the Department upon request.

3. Primary Care Services

3.1. The Contractor shall ensure primary care services are provided by a New Hampshire licensed Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Advanced Practice Registered Nurse (APRN) or Physician Assistant (PA) to eligible individuals in the service area.

3.2. The Contractor shall ensure primary care services include, but are not limited to:

3.2.1. Reproductive health services.

3.2.2. Perinatal health services including, but not limited to, access to obstetrical services either on-site or by referral.

3.2.3. Preventive services, screenings and health education in accordance with established, documented state or national guidelines.

3.2.4. Integrated behavioral health services.

3.2.5. Pathology, radiology, surgical and CLIA-certified laboratory services either on-site or by referral.

3.2.6. Assessment of need and follow-up/referral as indicated for:

3.2.6.1. Tobacco cessation, including referral to QuitWorks-NH, www.QuitWorksNH.org.

3.2.6.2. Social services.

3.2.6.3. Chronic Disease management, including disease specific referral and self-management education such as referral to Diabetes Self-Management Education (DSME) as recommended by American Diabetes Association (ADA).

3.2.6.4. Nutrition services, including Women, Infants and Children (WIC) Food and Nutrition Service, as appropriate;

3.2.6.5. Screening, Brief Intervention and Referral to Treatment

(SBIRT) services, including but not limited to contact with the Regional Public Health Network Continuum of Care Development Initiative.

3.2.6.6. Referrals to health, home care, oral health and behavioral health specialty providers who offer sliding scale fees, when available.

3.3. The Contractor shall provide care management for individuals enrolled for primary care services, which includes, but is not limited to:

3.3.1. Integrated and coordinated services that ensure patients receive necessary care, including behavioral health and oral care when and where it is needed and wanted, in a culturally and linguistically appropriate manner.

3.3.2. Access to a healthcare provider by telephone twenty-four (24) hours per day, seven (7) days per week, directly, by referral or subcontract.

3.3.3. Care facilitated by registries, information technology, and health information exchanged.

3.4. The Contractor shall provide and facilitate enabling services, which are non-clinical services, that support the delivery of basic primary care services.

3.5. The Contractor shall facilitate access to comprehensive patient care and social services, as appropriate, that may include, but are not limited to:

3.5.1. Benefits counseling.

3.5.2. Health insurance eligibility and enrollment assistance.

3.5.3. Health education and supportive counseling.

3.5.4. Interpretation/translation for individuals with Limited English Proficiency or other communication needs.

3.5.5. Outreach, which may include the use of community health workers.

3.5.6. Transportation.

3.5.7. Education of patients and the community regarding the availability and appropriate use of health services.

4. Quality Improvement

4.1. The Contractor shall develop, define, facilitate and implement a minimum of two (2) Quality Improvement (QI) projects, which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of targeted patient groups. The Contractor shall ensure:

4.1.1. One (1) QI project focuses on the performance measure designated by the Maternal and Child Health Section (MCHS), which is

Adolescent Well Visits for SFY 2020-2022..

4.1.1.1. A minimum of one (1) other QI project is selected from Exhibit A-1 "Reporting Metrics" MCHS Primary

4.1.1.2. Care Performance Measures are met according to previous performance outcomes identified as needing improvement.

4.2. The Contractor shall utilize Quality Improvement Science to develop and implement a QI Workplan for each QI project. The Contractor shall ensure the QI Workplan includes, but is not limited to:

4.2.1. Specific goals and objectives for the project period; and

4.2.2. Evaluation methods used to demonstrate improvement in the quality, efficiency, and effectiveness of patient care.

4.3. The Contractor shall include baseline measurements for each area of improvement identified in the QI projects, to establish health care services and health status of targeted patient groups in need of improvement.

4.4. The Contractor shall utilize activities in QI projects that enhance clinical workflow and improve patient outcomes, which may include, but are not limited to:

4.4.1. EMR prompts/alerts.

4.4.2. Protocols/Guidelines.

4.4.3. Diagnostic support.Patient registries.Collaborative learning sessions.

5. Staffing

5.1. The Contractor shall ensure all health and allied health professionals have the appropriate, current New Hampshire licenses whether directly employed, contracted or subcontracted.

5.2. The Contractor shall employ a medical services director who:

5.2.1. Has specialized training and experience in primary care services.

5.2.2. Participates in quality improvement activities.

5.2.3. Is available to other staff for consultation, as needed.

5.3. The Contractor shall notify the MCHS, in writing, of any newly hired administrator, clinical coordinator or staff person essential to providing contracted services. The Contractor shall ensure notification:

5.3.1. Is provided to the Department no later than thirty (30) days from the

date of hire.

5.3.2. Includes a copy of the newly hired individual's resume.

5.4. The Contractor shall notify the MCHS, in writing, when:

5.4.1. Any critical position is vacant for more than thirty (30) days.

5.4.2. There is not adequate staffing to perform all required services for any period lasting more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

6. Coordination of Services

6.1. The Contractor shall participate in activities within the Public Health Region, as appropriate, to enhance the integration of community-based public health prevention and healthcare initiatives being implemented, including but not limited to:

6.1.1. Community needs assessments.

6.1.2. Public health performance assessments.

6.1.3. Regional health improvement plans under development.

6.2. The Contractor shall participate in and coordinate public health activities, as requested by the Department, during any disease outbreak or emergency that affects the public's health.

7. Required Meetings & Trainings

7.1. The Contractor shall attend meetings and trainings facilitated by the MCHS programs that include, but are not limited to:

7.1.1. MCHS Agency Directors' meetings.

7.1.2. MCHS Primary Care Coordinators' meetings, which are held two (2) times per year, which may require attendance by agency quality improvement staff.

7.1.3. MCHS Agency Medical Services Directors' meetings.

8. Workplans, Outcome Reports & Additional Reporting Requirements

8.1. The Contractor shall collect and report data on the MCHS Primary Care Performance Measures detailed in Exhibit A--1 Reporting Metrics.

8.2. The Contractor shall submit an updated budget narrative, within thirty (30) days of any changes, ensuring the budget narrative includes, but is not limited to:

8.2.1. Staff roles and responsibilities, defining the impact each role has on contract services.

8.2.2. Staff list that details information that includes, but is not limited to:

8.2.2.1. The Full Time Equivalent percentage allocated to contract

services.

8.2.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

8.3. The Contractor shall submit a Sources of Revenue report at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

8.4. The Contractor shall submit reports on the date(s) listed, or, in years where the date listed falls on a non-business day, on the Friday immediately prior to the date listed.

8.5. The Contractor is required to complete and submit each report, as instructed by the Department.

8.6. The Contractor shall submit annual reports to the Department, including but not limited to:

8.6.1. Uniform Data Set (UDS) Data tables that reflect program performance for the previous calendar year no later than March 31st.

8.6.2. A summary of patient satisfaction survey results obtained during the prior contract year no later than July 31st.

8.6.3. Quality (QI) Workplans no later than July 31st.

8.6.4. Enabling Services Workplans no later than July 31st.

8.6.5. QI Workplan revisions, as appropriate, no later than September 1st.

8.6.6. Enabling Services Workplan revisions, as appropriate, no later than September 1st.

8.6.7. Corrective Action Plans relating to Performance Measure Outcome Reports, as needed, no later than September 1st.

8.7. The Contractor shall submit semi-annual reports to the Department, including but not limited to:

8.7.1. Primary Care Services Measure Data Trend Table (DTT) is due no later than:

8.7.2. July 31, 2020 for the measurement period of July 1, 2019 through June 30, 2020.

8.7.3. January 31, 2021 for the measurement period of January 1, 2020 through December 31, 2020.

8.7.4. July 31, 2021 for the measurement period of July 1, 2020 through June 30, 2021.

8.7.5. January 31, 2022 for the measurement period of January 1, 2021

through December 31, 2021.

9. On-Site Reviews

9.1. The Contractor shall permit a team or person authorized by the Department to periodically review the Contractor's:

9.1.1. Systems of governance.

9.1.2. Administration.

9.1.3. Data collection and submission.

9.1.4. Clinical and financial management.

9.1.5. Delivery of education services.

9.2. The Contractor shall cooperate with the Department to ensure information needed for the reviews is accessible and provided, which includes, but is not limited to:

9.2.1. Client records.

9.2.2. Documentation of approved enabling services and quality improvement projects, including process and outcome evaluations.

9.3. The Contractor shall take corrective actions, as advised by the Department's review team, if services provided are not in compliance with the contract requirements.

10. Performance Measures

10.1. The Contractor shall define Annual Improvement Objectives that are measurable, specific and align to the provision of primary care services defined within Exhibit A-1 Reporting Metrics.

1. Definitions

1.1. **Measurement Year** – Measurement Year consists of 365 days and is defined as either:

1.1.1. The calendar year, (January 1st through December 31st); or

1.1.2. The state fiscal year (July 1st through June 30th).

1.2. **Medical Visit** – Medical visit is defined as any office visit including all well-care and acute-care visits.

1.3. **HEDIS** – Healthcare Effectiveness Data and Information Set

1.4. **NQF** – National Quality Forum

1.5. **Title V** – Federal Maternal and Child Health Services Block Grant

1.6. **UDS** – Uniform Data System

1.7. **NH MCHS** – New Hampshire Maternal and Child Health Section

2. MCHS PRIMARY CARE PERFORMANCE MEASURES

2.1.. **Breastfeeding**

2.1.1. Percent of infants who are ever breastfed (Title V PM #4).

2.1.1.1. Numerator: All patient infants who were ever breastfed or received breast milk.

2.1.1.2. Numerator Note: The American Academy of Pediatrics recommends all infants exclusively breastfeed for about six (6) months as human milk supports optimal growth and development by providing all required nutrients during that time.

2.1.1.3. Denominator: All patient infants born in the measurement year.

2.2. **Preventive Health: Lead Screening**

2.2.1. Percent of children three (3) years of age who had two (2) or more capillary or venous lead blood test for lead poisoning by their third birthday. (NH MCHS).

2.2.1.1.. Numerator: All patient children who received at least one capillary or venous lead screening test between nine (9) months to eighteen (18) months of age **AND** one (1) capillary

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or venous lead screening test between nineteen (19) to thirty (30) months of age.

2.2.1.2. Denominator: All patient children who turned three (3) years old during the measurement year that had at least one (1) medical visit during the measurement year.

2.3. Preventive Health: Adolescent Well-Care Visit

2.3.1. Percent of adolescents, twelve (12) through twenty-one (21) years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year (HEDIS).

2.3.1.1. Numerator: Number of adolescents, ages 12 through 21 years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year.

2.3.1.2. Denominator: Number of patient adolescents, ages 12 through 21 years of age by the end of the measurement year.

2.4. Preventive Health: Depression Screening

2.4.1. Percentage of patients ages twelve (12) and older screened for clinical depression using an age appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NQF 0418, UDS).

2.4.1.1. Numerator: Patients twelve (12) years and older who are screened for clinical depression using an age-appropriate standardized depression screening tool **AND** if positive, a follow-up plan documented.

2.4.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented follow-up plan.

2.4.1.3. Denominator: All patients twelve (12) years and older by the end of the measurement year who had at least one (1) medical visit during the measurement year.

2.4.1.4. Denominator Exception: Depression screening not performed due to medical contraindicated or patient refusal.

2.4.1.5. Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as suicide risk assessment and/or referral to practitioner who is qualified to

diagnose and treat depression, and/or notification of primary care provider.

2.4.2. Maternal Depression Screening

2.4.2.1. Percentage of women who are screened for clinical depression during any visit up to twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NH MCHS).

2.4.2.1.1. Numerator: Women who are screened for clinical depression during the first twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if screened positive have documented follow-up plan.

2.4.2.1.2. Numerator Note: Numerator includes women who screened negative PLUS women who screened positive AND have documented follow-up plan.

2.4.2.1.3. Denominator: All women who had any office visit up to twelve (12) weeks following delivery during the measurement year.

2.4.2.1.4. Denominator Exception: Documentation of depression screening not performed due to medical contraindicated or patient refusal.

2.4.2.1.5. Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as Suicide Risk Assessment and/or referral to a practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.5. **Preventive Health: Obesity Screening**

2.5.1. Percentage of patients aged 18 years and older with a calculated BMI in the past six months or during the current visit documented in the

medical record AND if the most recent BMI is outside of normal parameters, a follow-up plan is documented (NQF 0421, UDS).

2.5.1.1. Normal parameters: Age 65 and older BMI ≥ 23 and < 30

Age 18 through 64 BMI ≥ 18.5 and < 25

2.5.1.2. Numerator: Patients with BMI calculated within the past six months or during the current visit and a follow-up plan documented if the BMI is outside of parameters (Normal BMI + abnormal BMI with documented plan).

2.5.1.3. Follow-Up Plan: Proposed outline of follow-up plan to be conducted as a result of BMI outside of normal parameters. The follow-up plan can include documentation of a future appointment, education, referral (such as registered dietician, nutritionist, occupational therapist, primary care physician, exercise physiologist, mental health provider, surgeon, etc.), prescription of/administration of dietary supplements, exercise counseling, nutrition counseling, etc.

2.5.1.4. Denominator: All patients aged 18 years and older who had at least one (1) medical visit during the measurement year.

2.5.2. Percent of patients aged 3 through 17 who had evidence of BMI percentile documentation AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year (UDS).

2.5.2.1. Numerator: Number of patients in the denominator who had their BMI percentile (not just BMI or height and weight) documented during the measurement year AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year.

2.5.2.2. Denominator: Number of patients who were one year after their second birthday (i.e., were 3 years of age) through adolescents who were aged up to one year past their 16th birthday (i.e., up until they were 17) at some point during the measurement year, who had at least one medical visit during the reporting year, and were seen by the health center for the first time prior to their 17th birthday.

2.6. **Preventive Health: Tobacco Screening**

2.6.1. Percent of patients aged 18 years and older who were screened for tobacco use at least once during the measurement year or prior year

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AND who received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user (UDS).

2.6.1.1. Numerator: Number of patients in the denominator for whom documentation demonstrates that patients were queried about their tobacco use one or more times during their most recent visit OR within twenty-four (24) months of the most recent visit and received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user.

2.6.1.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.6.1.4. Definitions:

2.6.1.4.1. Tobacco Use: Includes any type of tobacco.

2.6.1.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy.

2.6.2. Percent of women who are screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user (NH MCHS).

2.6.2.1. Numerator: Pregnant women who were screened for tobacco use during each trimester AND who received tobacco

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cessation counseling intervention if identified as a tobacco user.

2.6.2.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.2.3. Denominator: All women who delivered a live birth in the measurement year.

2.7. **At Risk Population: Hypertension**

2.7.1. Percentage of patients aged 18 through 85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90mmHG) during the measurement year (NQF 0018).

2.7.1.1. Numerator: Number of patients from the denominator with blood pressure measurement less than 140/90 mm HG at the time of their last measurement.

2.7.1.2. Denominator: Number of patients age 18 through 85 with diagnosed hypertension (must have been diagnosed with hypertension 6 or more months before the measurement date) who had at least one (1) medical visit during the measurement year. (Excludes pregnant women and patients with End Stage Renal Disease.)

2.8. **Patient Safety: Falls Screening**

2.8.1. Percent of patients aged 65 years and older who were screened for fall risk at least once within 12 months (NH MCHS).

2.8.1.1. Numerator: Patients who were screened for fall risk at least once within the measurement year.

2.8.1.2. Denominator: All patients aged 65 years and older seen by a health care provider within the measurement year.

2.9. **SBIRT**

2.9.1. SBIRT – Percent of patients aged 18 years and older who were screened for substance use, using a formal valid screening tool, during any medical visit AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.1.1. Numerator: Number of patients in the denominator who were screened for substance use, using a formal valid screening

Contractor Initials: _____
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tool, during any medical visit AND if positive, who received a brief intervention and/or referral to services.

2.9.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.9.1.4. Definitions:

2.9.1.4.1. Substance Use: Includes any type of alcohol or drug.

2.9.1.4.2. Brief Intervention: Includes guidance or counseling.

2.9.1.4.3. Referral to Services: includes any recommendation of direct referral for substance abuse services.

2.9.2. Percent of pregnant women who were screened, using a formal valid screening tool, for substance use, during every trimester they are enrolled in the prenatal program AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.2.1. Numerator: Number of women in the denominator who were screened for substance use, using a formal and valid screening tool, during each trimester that they were enrolled in the prenatal program AND if positive, received a brief intervention or referral to services .

2.9.2.2. Numerator Note: numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.2.3. Denominator: Number of women enrolled in the agency prenatal program and who had a live birth during the measurement year.

Contractor Initials:
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Exhibit B-4 Amendment #1, Budget

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

Bidder/Program Name: HealthFirst Family Care Center

Budget Request for: Primary Care Services
(Name of RFP)

Budget Period: April 1, 2020 to June 30, 2020 SFY 2020

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 58,102.72	$ 5,810.27	$ 63,912.99	$26,218.40	$ 2,621.84	$ 28,840.24	$31,884.32	$ 3,188.43	$ 35,072.75
2. Employee Benefits (24% of wages)	$ 13,944.65	$ 1,394.47	$ 15,339.12	$ 6,292.42	$ 629.24	$ 6,921.66	$ 7,652.24	$ 765.22	$ 8,417.46
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 11,237.99	$ 1,123.80	$ 12,361.79	$ -	$ -	$ -	$ 11,237.99	$ 1,123.80	$ 12,361.79
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (Language Interpretation Services):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	[$183,285.36]	[$ 8,328.54]	[$191,613.90]	[$32,510.82]	[$3,251.08]	[$35,761.90]	[$50,774.55]	[$5,077.45]	[$55,852.00]
Indirect As A Percent of Direct		10.0%						$ 0.00	55,852

Exhibit B-4 Amendment #1, Budget
HealthFirst Family Care Center
RFP-2018-DPHS-15-PRIMA-04-A01

Contractor Initials

Date 2.28.20

Exhibit B-5 Amendment #1, Budget

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

Bidder/Program Name: HealthFirst Family Care Center

Budget Request for: Primary Care Services
(Name of RFP)

Budget Period: July 1, 2020 to June 30, 2021 SFY 2021

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 245,219.10	$24,521.91	$269,741.01	$108,019.81	$10,801.98	$118,821.79	$137,199.30	$ 13,719.93	$150,919.23
2. Employee Benefits (24% of wages)	$ 58,852.58	$ 5,885.26	$ 64,737.84	$ 25,924.75	$ 2,592.48	$ 28,517.23	$ 32,927.83	$ 3,292.78	$ 36,220.61
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 14,971.05	$ 1,497.11	$ 16,468.16	$ -	$ -	$ -	$ 14,971.05	$ 1,497.11	$ 16,468.16
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 12,000.00	$ 1,200.00	$ 13,200.00	$ -	$ -	$ -	$ 12,000.00	$ 1,200.00	$ 13,200.00
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (Language Interpretation Services):	$ 6,000.00	$ 600.00	$ 6,600.00	$ -	$ -	$ -	$ 6,000.00	$ 600.00	$ 6,600.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$337,042.74	$33,704.27	$370,747.02	$133,944.56	$13,394.46	$147,339.02	$203,098.18	$ 20,309.82	$223,408.00
Indirect As A Percent of Direct		10.0%						$ (0.00)	223,408

Contractor Initials BK

Date 2.28.20

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HEALTHFIRST FAMILY CARE CENTER, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 23, 1996. 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: 248976

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of April A.D. 2017.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

(Corporation without Seal)

I, Michael Stanley, do hereby certify that:

1. I am the duly elected Vice Chairman of the Board of Directors for the Nonprofit Corporation HealthFirst Family Care Center, Inc.

2. James Wells is the duly elected Chairman of the Board of the Corporation.

3. Russell G. Keene is the duly appointed President and Chief Executive Officer (CEO) of the Corporation.

4. The following resolution was adopted at a meeting of the Board of Directors held on the 23rd day of October, 2019:

   RESOLVED: That the Chairman of the Board of HealthFirst Family Care Center, Inc. and/or the President and CEO are hereby authorized on behalf of this Corporation to enter into Board-approved and previously authorized contracts with agencies of the Federal government and the State of New Hampshire and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications related thereto, as they may deem necessary, desirable, or appropriate as directed by the Board.

5. The forgoing resolution has not been amended or revoked, and remains in full force and effect as of the 28th day of February, 2020.

(Signature of Vice Chairman)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this February 28, 2020 by Michael Stanley

(Signature of Notary Public)

My Commission Expires: 9-27-2022

DONNA M. TOOMEY
Notary Public - New Hampshire
My Commission Expires September 27, 2022

HEALFIR-01 JTHAMM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/16/2019

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

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

PRODUCER License # AGR8150 Clark Insurance One Sundial Ave Suite 302N Manchester, NH 03103	CONTACT NAME: Jessica Thamm PHONE (A/C, No, Ext): (603) 622-2855 FAX (A/C, No): (603) 622-2854 E-MAIL ADDRESS: jthamm@clarkinsurance.com
INSURED HealthFirst Family Care Center, Inc. 841 Central St Franklin, NH 03235	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Citizens Ins Co of America — 31534 INSURER B: Massachusetts Bay — 22306 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR			OBVA044172	7/1/2019	7/1/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY							
	ANY AUTO			OBVA044172	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR							
	EXCESS LIAB CLAIMS-MADE			OBVA044172	7/1/2019	7/1/2020	EACH OCCURRENCE	$ 1,000,000
	DED X RETENTION $ 0						AGGREGATE	$ 1,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N/A		WDVA044167	7/1/2019	7/1/2020	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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

NH DHHS
129 Pleasant Street
Concord, NH 03301

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.

AUTHORIZED REPRESENTATIVE

HEALTHFIRST

Our Mission

It is the mission of HealthFirst Family Care Center, Inc. to provide high quality primary healthcare, treatment, prevention and education services required by the residents of the service area, regardless of inability to pay or insurance status, depending upon available HealthFirst resources.

HealthFirst coordinates and cooperates with other community and regional health care providers to assure the people of the region the fullest possible range of health and prevention services.

BerryDunn

[redacted]

HEALTH FIRST

FINANCIAL STATEMENTS

and

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

September 30, 2019 and 2018

With Independent Auditor's Report

[redacted]

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
HealthFirst Family Care Center, Inc.

Report on Financial Statements

We have audited the accompanying financial statements of HealthFirst Family Care Center, Inc., which comprise the balance sheets as of September 30, 2019 and 2018, and the related statements of operations and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of HealthFirst Family Care Center, Inc. as of September 30, 2019 and 2018, and the results of its operations, changes in its net assets and its cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Change in Accounting Principles

As discussed in Note 1 to the financial statements, in 2019 HealthFirst Family Care Center, Inc. adopted new accounting guidance, Financial Accounting Standards Board Accounting Standards Updates No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities* (Topic 958) and No. 2016-18, *Restricted Cash* (Topic 230). Our opinion is not modified with respect to these matters.

Other Matter

Our audit was conducted for the purposes 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 January 28, 2020 on our consideration of HealthFirst Family Care Center, Inc.'s internal control over financial reporting and on our tests of its 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 HealthFirst Family Care Center, Inc.'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 HealthFirst Family Care Center, Inc.'s internal control over financial reporting and compliance.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
January 28, 2020

HEALTHFIRST FAMILY CARE CENTER, INC.

Balance Sheets

September 30, 2019 and 2018

ASSETS

	2019	2018
Current assets		
Cash and cash equivalents	$ 924,645	$ 967,652
Short-term certificates of deposit	181,150	77,246
Patient accounts receivable, net	625,349	657,255
Grants receivable	288,344	77,268
Other current assets	55,321	50,262
Total current assets	2,074,809	1,829,683
Investment in limited liability companies	20,433	23,228
Long-term certificates of deposit	53,044	51,851
Assets limited as to use	177,154	168,136
Property and equipment, net	1,620,729	1,669,431
Total assets	$ 3,946,169	$ 3,742,329

LIABILITIES AND NET ASSETS

Current liabilities		
Line of credit	$ 29,787	$ 71,787
Accounts payable and accrued expenses	59,065	107,411
Accrued payroll and related expenses	313,437	237,298
Deferred revenue	33,633	53,425
Current portion of long-term debt	55,553	53,446
Total current liabilities	491,475	523,367
Long-term debt, less current portion	1,493,272	1,547,634
Total liabilities	1,984,747	2,071,001
Net assets		
Without donor restrictions	1,961,422	1,671,328
Total liabilities and net assets	$ 3,946,169	$ 3,742,329

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

HEALTHFIRST FAMILY CARE CENTER, INC.

Statements of Operations and Changes in Net Assets

Years Ended September 30, 2019 and 2018

	2019	2018
Operating revenue		
Patient service revenue	$ 3,865,747	$ 3,566,581
Provision for bad debts	(301,915)	(496,816)
Net patient service revenue	3,563,832	3,069,765
Grants, contracts and contributions	2,162,608	2,035,490
Equity in (loss) earnings of limited liability companies	(2,795)	1,956
Other operating revenue	266,031	215,402
Total operating revenue	5,989,676	5,322,613
Operating expenses		
Salaries and wages	3,317,381	2,861,622
Employee benefits	690,489	624,531
Program supplies	415,946	301,394
Contracted services	337,816	341,964
Occupancy	101,496	110,861
Other	694,713	579,534
Depreciation	73,156	76,375
Interest expense	68,585	71,493
Total operating expenses	5,699,582	4,967,774
Excess of revenue over expenses and increase in net assets without donor restrictions	290,094	354,839
Net assets, beginning of year	1,671,328	1,316,489
Net assets, end of year	$ 1,961,422	$ 1,671,328

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

HEALTHFIRST FAMILY CARE CENTER, INC.

Statements of Functional Expenses

Years Ended September 30, 2019 and 2018

	2019 Healthcare Services	2019 Support Services	2019 Total
Salaries and wages	$ 2,770,264	$ 547,117	$ 3,317,381
Employee benefits	576,611	113,878	690,489
Program supplies	415,946	-	415,946
Contracted services	269,903	67,913	337,816
Occupancy	84,757	16,739	101,496
Other	580,140	114,573	694,713
Depreciation	61,091	12,065	73,156
Interest	57,274	11,311	68,585
Total operating expenses	$ 4,815,986	$ 883,596	$ 5,699,582

	2018 Healthcare Services	2018 Support Services	2018 Total
Salaries and wages	$ 2,372,947	$ 488,675	$ 2,861,622
Employee benefits	517,880	106,651	624,531
Program supplies	301,394	-	301,394
Contracted services	246,071	95,893	341,964
Occupancy	91,929	18,932	110,861
Other	480,569	98,965	579,534
Depreciation	63,333	13,042	76,375
Interest	59,283	12,210	71,493
Total operating expenses	$ 4,133,406	$ 834,368	$ 4,967,774

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

HEALTHFIRST FAMILY CARE CENTER, INC.

Statements of Cash Flows

Years Ended September 30, 2019 and 2018

	2019	2018
Cash flows from operating activities		
Change in net assets	$ 290,094	$ 354,839
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Provision for bad debts	301,915	496,816
Depreciation	73,156	76,375
Equity in loss (earnings) of limited liability companies	2,795	(1,956)
(Increase) decrease in the following assets		
Patient accounts receivable	(270,009)	(456,159)
Grants receivable	(211,076)	(4,964)
Other current assets	(5,059)	(37,558)
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	(48,346)	52,534
Accrued payroll and related expenses	76,139	29,194
Deferred revenue	(19,792)	21,126
Net cash provided by operating activities	189,817	530,247
Cash flows from investing activities		
Capital expenditures	(24,454)	-
Purchases of investments	(100,000)	-
Reinvested interest from certificates of deposit	(5,097)	(1,387)
Net cash used by investing activities	(129,551)	(1,387)
Cash flows from financing activities		
Repayments on line of credit	(42,000)	(29,417)
Principal payments on long-term debt	(52,255)	(50,187)
Net cash used by financing activities	(94,255)	(79,604)
Net (decrease) increase in cash and cash equivalents and restricted cash	(33,989)	449,256
Cash and cash equivalents and restricted cash, beginning of year	1,135,788	686,532
Cash and cash equivalents and restricted cash, end of year	$ 1,101,799	$ 1,135,788
Breakdown of cash and cash equivalents and restricted cash, end of year		
Cash and cash equivalents	$ 924,645	$ 967,652
Assets limited as to use	177,154	168,136
	$ 1,101,799	$ 1,135,788
Supplemental cash flow disclosure		
Cash paid for interest	$ 68,585	$ 71,495

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

1. Summary of Significant Accounting Policies

Organization

HealthFirst Family Care Center, Inc. (the Organization) is a not-for-profit corporation organized in the State of New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) providing high-quality primary healthcare, treatment, prevention, and education services required by the residents in the Twin Rivers Region of New Hampshire, commensurate with available resources, and coordinating and cooperating with other community and regional healthcare providers to ensure the people of the region the fullest possible range of health services.

Recently Adopted Accounting Pronouncements

In August 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities* (Topic 958), which makes targeted changes to the not-for-profit financial reporting model. The ASU marks the completion of the first phase of a larger project aimed at improving not-for-profit financial reporting. Under the ASU, net asset reporting is streamlined and clarified. The existing three category classification of net assets is replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions." The guidance simplified the reporting of deficiencies in endowment funds and clarified the accounting for the lapsing of restrictions on gifts to acquire property, plant and equipment. New disclosures which highlight restrictions on the use of resources that make otherwise liquid assets unavailable for meeting near-term financial requirements have been added. The ASU also imposes several new requirements related to reporting expenses. The Organization has adjusted the presentation of these statements accordingly. The ASU has been applied retrospectively to 2018; however, there was no impact to total net assets, results of operations or cash flows.

In November 2016, FASB issued ASU No. 2016-18, *Restricted Cash* (Topic 230), which requires that a statement of cash flows explain the change during the period in the total of cash, cash equivalents, and amounts generally described as restricted cash or restricted cash equivalents. Therefore, amounts generally described as restricted cash and restricted cash equivalents should be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the statement of cash flows. The ASU is effective for fiscal years beginning on or after December 15, 2018. The Organization adopted ASU No. 2016-18 in 2019, and restated its 2018 statement of cash flows to conform to the provisions thereof.

Basis of Presentation

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (U.S. GAAP), which requires the Organization to report information in the 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 Organization. These net assets may be used at the discretion of the Organization's management and the Board of Directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

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 the 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 statement of operations and changes in net assets as net assets released from restriction. Donor-restricted contributions whose restrictions are met in the same year as received are reflected as contributions without donor restrictions in the accompanying financial statements.

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as net assets without donor restrictions unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as net assets with donor restrictions. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service. Grants and contributions whose restrictions are met within the same year as recognized are reported as net assets without donor restrictions in the accompanying financial statements.

Use of Estimates

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

Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Organization 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. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and highly liquid investments with a maturity of three months or less.

The Organization maintains cash and certificate of deposit balances at several financial institutions. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000. At various times throughout the year, the Organization's balances may exceed FDIC insurance. The Organization has not experienced any losses in such accounts and management believes it is not exposed to any significant risk.

Patient Accounts Receivable

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectibility of patient accounts receivable, the Organization analyzes its past collection history and identifies trends for all funding sources in the aggregate. In addition, all balances in excess of 90 days are 100% reserved. Management regularly reviews revenue and payer mix data in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

Grants Receivable

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

The Organization 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 September 30, 2019 and 2018, grants from DHHS (including both direct awards and awards passed through other organizations) represented approximately 86% and 73%, respectively, of grants, contracts and contributions revenue.

Investment in Limited Liability Companies

Primary Health Care Partners (PHCP)

The Organization is one of eight partners who each made a capital contribution of $500 to PHCP. The purposes of PHCP are: (i) to engage and contract directly with the payers of health care to influence the design and testing of emerging payment methodologies; (ii) to achieve the three part aim of better care for individuals, better health for populations and lower growth in expenditures in connection with both governmental and non-governmental payment systems; (iii) to undertake joint activities to offer access to high quality, cost effective medical, mental health, oral health, home care and other community-based services, based upon the Patient-Centered Medical Home model of primary care delivery, that promote health and well-being by developing and implementing effective clinical and administrative systems in a manner that is aligned with the FQHC model, and to lead collaborative efforts to manage costs and improve the quality of primary care services delivered by health centers operated throughout the State of New Hampshire; and (iv) to engage in any and all lawful activities, including without limitation the negotiation of contracts, agreements and/or arrangements (with payers and other parties). The Organization's investment in PHCP is reported using the equity method and the investment amounted to $19,099 and $22,589 at December 31, 2018 and 2017, respectively, the reporting period of PHCP.

Community Health Services Network, LLC (CHSN)

The Organization became one of thirteen partners by making a capital contribution of $1,000 to CHSN during 2017. CHSN's primary focus is to increase the level of integration of coordinated care across the service delivery system amongst agencies providing medical care, behavioral health, and substance use disorder treatment. All of the services in which the Organization is involved in this project are within the scope as an FQHC, including interagency collaboration, direct delivery of substance abuse disorder counseling services and care coordination and outreach services. The Organization's investment in CHSN is reported using the equity method and the investment amounted to $1,334 and $639 at December 31, 2018 and 2017, respectively, the reporting period of CHSN.

Assets Limited as to Use

Assets limited as to use include cash and cash equivalents set aside under loan agreements for repairs and maintenance on the real property collateralizing the loan, and assets designated by the Board of Directors for specific projects or purposes as discussed further in Note 7.

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.

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

340B Drug Pricing Program

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. This program requires drug manufacturers to provide outpatient drugs to FQHCs and other identified entities at a reduced price. The Organization contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of the Organization and bill Medicare and commercial insurances on behalf of the Organization. Reimbursement received by the pharmacies is remitted to the Organization, less dispensing and administrative fees. Gross revenue generated from the program is included in patient service revenue. The cost of drug replenishments and contracted expenses incurred related to the program are included in program supplies and contracted services, respectively.

Functional Expenses

The financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include employee benefits, occupancy, depreciation, interest, and other operating expenses, which are allocated between healthcare services and administrative support based on the percentage of direct care wages to total wages.

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through January 28, 2020, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments. The Organization has various sources of liquidity at its disposal, including cash and cash equivalents, certificates of deposit and a line of credit.

The Organization had working capital of $1,583,334 and $1,306,316 at September 30, 2019 and 2018, respectively. The Organization had average days cash and cash equivalents and certificates of deposit on hand (based on normal expenditures) of 75 and 82 at September 30, 2019 and 2018, respectively.

Financial assets available for general expenditure within one year as of September 30 were as follows:

	2019	2018
Cash and cash equivalents	$ 924,645	$ 967,652
Short-term certificates of deposit	181,150	77,246
Patient accounts receivable, net	625,349	657,255
Grants receivable	288,344	77,268
Financial assets available	$ 2,019,488	$ 1,779,421

The Organization has certain board-designated assets limited to use which are available for general expenditure within one year in the normal course of operations upon obtaining approval from the Board of Directors. The Organization has other assets limited to use under certain loan agreements which are available for general expenditure within one year for maintenance and repairs on the Organization's buildings upon obtaining approval from the lenders. Accordingly, these assets have not been included in the qualitative information above.

The Organization's goal is generally to have, at the minimum, the Health Resources and Services Administration recommended days cash and cash equivalents on hand for operations of 30 days.

The Organization has a line of credit with an available balance of $270,213 at September 30, 2019, as discussed in more detail in Note 5.

3. Patient Accounts Receivable

Patient accounts receivable consisted of the following:

	2019	2018
Patient accounts receivable	$ 814,202	$ 851,483
Contract 340B pharmacy program receivables	71,147	59,104
Total patient accounts receivable	885,349	910,587
Allowance for doubtful accounts	(260,000)	(253,332)
Patient accounts receivable, net	$ 625,349	$ 657,255

A reconciliation of the allowance for uncollectible accounts follows:

	2019	2018
Balance, beginning of year	$ 253,332	$ 280,000
Provision for bad debts	301,915	496,816
Write-offs	(295,247)	(523,484)
Balance, end of year	$ 260,000	$ 253,332

The decrease in write-offs and provision for bad debt was due to a clean up of old accounts receivable balances during 2018 which resulted in higher than normal amounts.

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. Primary payers representing 10% or more of the Organization's gross patient accounts receivable are as follows:

	2019	2018
Medicare	30 %	25 %
Medicaid	41 %	43 %

4. Property and Equipment

Property and equipment consisted of the following:

	2019	2018
Land	$ 109,217	$ 109,217
Building and improvements	1,999,965	1,999,965
Leasehold improvements	121,676	103,276
Furniture and equipment	315,528	309,473
Total cost	2,546,386	2,521,931
Less accumulated depreciation	925,657	852,500
Property and equipment, net	$ 1,620,729	$ 1,669,431

5. Line of Credit

The Organization has a $300,000 line of credit arrangement with a local bank payable on demand, through March 2020, with interest at 5.5% at September 30, 2019. The outstanding balance on the line of credit was $29,787 and $71,787 at September 30, 2019 and 2018, respectively. Borrowings on the line of credit are collateralized by all of the Organization's business assets. The line of credit contains a minimum debt service coverage covenant requirement which was met at September 30, 2019.

6. Long-Term Debt

Long-term debt consists of the following:

	2019	2018
4.125% promissory note payable to U.S. Department of Agriculture, Rural Development (Rural Development) through March 2037, paid in monthly installments of $8,186, including interest. The note is collateralized by all tangible property owned by the Organization.	$ 1,221,225	$ 1,268,028
3.375% promissory note payable to Rural Development, through May 2052, paid in monthly installments of $1,384, including interest. The note is collateralized by all tangible property owned by the Organization.	327,600	333,052
Total	1,548,825	1,601,080
Less current portion	55,553	53,446
Long-term debt, less current portion	$ 1,493,272	$ 1,547,634

Maturities of long-term debt for the next five years are as follows:

2020	$ 55,553
2021	56,833
2022	59,173
2023	61,609
2024	64,146
Thereafter	1,251,511
Total	$ 1,548,825

7. Net Assets

Net assets without donor restrictions are designated for the following purposes:

	2019	2018
Undesignated	$ 1,784,268	$ 1,503,192
Repairs and maintenance on the real property collateralizing Rural Development loans	102,107	99,201
Board-designated for		
Working capital	40,000	40,000
Building improvements	35,047	28,935
Total	$ 1,961,422	$ 1,671,328

8. Patient Service Revenue

Patient service revenue was as follows:

	2019	2018
Gross charges	$ 4,643,586	$ 4,162,432
Less: Contractual adjustments	(1,716,071)	(1,446,266)
Sliding fee scale discounts	(126,568)	(93,895)
Medical and dental patient service revenue	2,800,947	2,622,271
340B pharmacy revenue	1,064,800	944,310
Total patient service revenue	$ 3,865,747	$ 3,566,581

The mix of gross patient service revenue from patients and third-party payers was as follows:

	2019	2018
Medicare	21 %	22 %
Medicaid	45 %	46 %
Other payers	28 %	25 %
Self pay and sliding fee scale patients	6 %	7 %
	100 %	100 %

Laws and regulations governing the Medicare, Medicaid and 340B programs are complex and subject to interpretation. The Organization believes that it is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare, Medicaid and 340B programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

A summary of the payment arrangements with major third-party payers follows:

Medicare

The Organization is reimbursed for the care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by federal guidelines. Overall, reimbursement was and continues to be subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through September 30, 2018.

Medicaid and Other Payers

The Organization is reimbursed by Medicaid for the care of qualified patients on a prospective basis. Overall, reimbursement is subject to a maximum allowable rate per visit. The Organization also has entered into payment agreements with certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. Under these arrangements, the Organization is reimbursed based on contractually obligated payment rates which may be less than the Organization's public fee schedule.

Charity Care

The Organization provides care to patients who meet certain criteria under its sliding fee discount policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue.

The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost amounted to approximately $145,553 and $106,101 for the years ended September 30, 2019 and 2018, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

9. Retirement Plan

The Organization has a contributory defined contribution plan covering eligible employees. The Organization contributed $71,766 and $61,028 for the years ended September 30, 2019 and 2018, respectively.

10. Medical Malpractice

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of September 30, 2019, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

SUPPLEMENTARY INFORMATION

HEALTHFIRST FAMILY CARE CENTER, INC.

Schedule of Expenditures of Federal Awards

Year Ended September 30, 2019

Federal Grantor/Pass-Through Grantor/Program Title	Federal CFDA Number	Pass-Through Contract Number	Total Federal Expenditures
United States Department of Health and Human Services			
Direct			
Health Center Program Cluster			
Consolidated Health Centers (Community Health Centers, Migrant Health Centers, Health Care for the Homeless, and Public Housing Primary Care)	93.224		$ 271,723
Affordable Care Act (ACA) Grants for New and Expanded Services Under the Health Center Program	93.527		1,510,269
Total Health Center Program Cluster			1,781,992
Pass-Through			
State of New Hampshire Department of Health and Human Services			
Preventive Health and Health Services Block Grant Funded Solely with Prevention and Public Health Funds (PPHF)	93.758	102-500731/90072003	3,137
Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations	93.898	102-500731/90080081	6,635
Maternal and Child Health Services Block Grant to the States	93.994	102-500731/90080000	58,118
Bi-State Primary Care Association, Inc.			
Cooperative Agreement to Support Navigators in Federally-facilitated and State Partnership Marketplaces	93.332	1NAVA150228-02-00	4,330
Total Expenditures of Federal Awards			$ 1,854,212

The accompanying notes are an integral part of this schedule.

HEALTHFIRST FAMILY CARE CENTER, INC.

Notes to Schedule of Expenditures of Federal Awards

Year Ended September 30, 2019

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**

   HealthFirst Family Care Center, Inc. (the Organization) has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

3. **Basis of Presentation**

   The Schedule includes the federal grant activity of the Organization. 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 Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

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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
HealthFirst Family Care Center, Inc.

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 HealthFirst Family Care Center, Inc. (the Organization), which comprise the balance sheet as of September 30, 2019, and the related statements of operations and changes in net assets, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated January 28, 2020.

Internal Control Over Financial Reporting

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

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's 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
HealthFirst Family Care Center, Inc.

Compliance and Other Matters

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

Purpose of this Report

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

Berry Dunn McNeil & Parker, LLC

Portland, Maine
January 28, 2020

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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
HealthFirst Family Care Center, Inc.

Report on Compliance for the Major Federal Program

We have audited HealthFirst Family Care Center, Inc.'s (the Organization) 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 September 30, 2019. The Organization'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 the Organization'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 the Organization'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 the Organization's compliance.

Opinion on the Major Federal Program

In our opinion, HealthFirst Family Care Center, Inc. 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 September 30, 2019.

Other Matters

The results of our auditing procedures disclosed instances of noncompliance which are required to be reported in accordance with the Uniform Guidance and which are described in the accompanying schedule of findings and questioned costs as item 2019-001. Our opinion on the major federal program is not modified with respect to this matter.

The Organization's response to the noncompliance finding identified in our audit is described in the accompanying schedule of findings and questioned costs. The Organization's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control Over Compliance

Management of the Organization is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit, we considered the Organization'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 the Organization'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 and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, we identified deficiencies in internal control over compliance, as described in the accompanying schedule of findings and questioned costs as items 2019-001 and 2019-002, that we consider to be significant deficiencies.

Board of Directors
HealthFirst Family Care Center, Inc.

The Organization's response to the internal control over compliance findings identified in our audit is described in the accompanying schedule of findings and questioned costs. The Organization's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

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
January 28, 2020

HEALTHFIRST FAMILY CARE CENTER, INC.

Schedule of Findings and Questioned Costs

Year Ended September 30, 2019

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 200.516(a)?	☑	Yes	☐	No

Identification of major programs:

CFDA Number	Name of Federal Program or Cluster
	Health Center Program Cluster

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

Finding Number:	**2019-001**
Information on the Federal Program:	Program Name: Health Center Program Cluster (CFDA numbers 93.224 and 93.527) Grant Award: 5 H80CS00295-17 from March 1, 2018 through February 28, 2019 and 5 H80CS00295-18 from March 1, 2019 through February 29, 2020 Agency: U.S. Department of Health and Human Services, Health Resources and Services Administration Pass-Through Entity: n/a
Criteria:	In accordance with 42 USC 254(k)(3)(F), as an FQHC, the Organization must prepare and apply a sliding fee discount schedule so that the amounts owed for the Organization's services by eligible patients are adjusted (discounted) based on the patient's ability to pay.
Condition Found and Context:	The Organization has not applied sliding fee discounts to patient charges consistent with its sliding fee discount schedule. While testing the application of the Organization's sliding fee policy to 25 individual patient balances, we noted the sliding fee discount applied was not consistent with the Organization's sliding fee discount policy for two patients. The total difference between the discount and the policy was less than 1% of the sample tested.
Cause and Effect:	The errors were a result of the patient responsibility under the Organization's sliding fee discount program that was entered into the patients' records in the billing system not agreeing with the approved sliding fee discount applications and contract with the two patients due to a deficiency in monitoring procedures. The errors resulted in incorrect sliding fee discounts which resulted in patients paying less than required under the Organization sliding fee discount policy.
Questioned Costs:	None
Repeat Finding:	Yes (2018-001)
Recommendation:	We continue to recommend management develop and improve current monitoring processes for the sliding fee discount program to include independent verification of the discount calculation.
Views of a Responsible Official and Corrective Action Plan:	Management agrees with the finding. Timely documented reviews of sliding fee scale adjustments will be completed to ensure compliance with the Organization's sliding fee discount policy.

3. Federal Award Findings and Questioned Costs

Finding Number:	**2019-002**
Information on the Federal Program:	Program Name: Health Center Program Cluster (CFDA numbers 93.224 and 93.527) Grant Award: 5 H80CS00295-17 from March 1, 2018 through February 28, 2019 and 5 H80CS00295-18 from March 1, 2019 through February 29, 2020 Agency: U.S. Department of Health and Human Services, Health Resources and Services Administration Pass-Through Entity: n/a
Criteria:	In accordance with 2 CFR § 180, Non-Federal entities are prohibited from contracting with parties that are suspended or debarred for the procurement of goods and services that are expected to equal or exceed $25,000.
Condition Found and Context:	The results of our testing of cash disbursement transactions identified the Organization did not perform procedures to verify that vendors were not debarred, suspended, or otherwise excluded. There were a total of 11 vendors with contracted amounts in excess of $25,000 during 2019.
Cause and Effect:	The Organization does not have formal written procedures to verify that vendors are not debarred, suspended, or otherwise excluded. If the Organization were to enter into a contract with an excluded vendor, any costs charged to the grant related to the contract would not be allowable and could result in questioned costs and loss of grant revenue.
Questioned Costs:	None
Repeat Finding:	No
Recommendation:	We recommend management develop procedures to verify that vendors are not debarred, suspended, or otherwise excluded. This verification would be accomplished by checking the vendor against the Excluded Parties List System maintained by the General Services Administration at sam.gov.
Views of a Responsible Official and Corrective Action Plan:	Management agrees with the finding. Formal policies and procedures will be established to monitor the suspension and debarment compliance requirement.

HEALTHFIRST FAMILY CARE CENTER, INC.

Summary Schedule of Prior Year Findings and Questions Costs

Year Ended September 30, 2018

Finding Number:	**2018-001**
Information on the Federal Program:	Program Name: Health Centers Cluster (CFDA numbers 93.224 and 93.527) Grant Award: 5 H80CS00295-15 from March 1, 2016 through February 28, 2017 and 5 H80CS00295-16 from March 1, 2017 through February 28, 2018 Agency: Health Resources and Services Administration Pass-Through Entity: n/a
Prior Year Criteria:	In accordance with 42 USC 254(k)(3)(F), as an FQHC, the Organization must prepare and apply a sliding fee discount schedule so that the amounts owed for the Organization's services by eligible patients are adjusted (discounted) based on the patient's ability to pay
Prior Year Condition:	The Organization has not applied sliding fee discounts to patient charges consistent with its sliding fee discount schedule.
Recommendation:	We continue to recommend management develop and improve current monitoring processes for the sliding fee discount program and to stress the importance of the elimination of old sliding fee discount schedules once a new schedule has been approved.
Status:	Partially resolved - see finding 2019-001.

HEALTH FIRST FAMILY CARE CENTER, INC.

Board of Directors Listing

Last	First	Title	Classification	Residential Address	Mailing Address	City	State	Zip	Tel One	Start Date	# Terms	Current Term	Expires
Burns	Scott	Director	Community Representative	144 Woodridge Road, Franklin, NH 03235	144 Woodridge Road	Franklin	NH	03235	603.203.7727	Jun 2015	2	Jun 2018 to 2021	Jun 2021
Donovan	Kevin	Director	Agency Representative	80 Highland Street, Laconia, NH 03246	80 Highland Street	Laconia	NH	03246	603.524.3211	Mar 2017	1	Mar 2017 to 2020	Mar 2020
Everett	Myla	Director	Client Representative	290 S. Main St., Apt 9		Franklin	NH	03235	603.496.0190	Oct 2019	3	Oct 2019 to 2022	Oct 2022
Lennon	Michelle	Director	Community Representative	10 Palmer Road, Campton, NH 03223	10 Palmer Road	Campton	NH	03223	603.960.2128	Jun 2015	2	Jun 2018 to 2021	Jun 2021
Loud	Renee	Director	Client Representative						(603) 707-9758	Jan 2019	3	Jan 2019 to 2022	Jan 2022
Lunt	Susan	Director	Agency Representative		53 Kendall S	Franklin	NH	03235	(603) 934-3400	Mar 2018	1	Mar 2018 to 2021	Mar 2021
Merriman	Christine	Director	Client Representative	Apt. 5, Northfield, NH 03276	10 Dearborn Road, Apt. 5	Northfield	NH	03276	603.998.2840	Mar 2017	1	Mar 2017 to 2020	Mar 2020
Purslow	William	Secretary/Treasu	Community Representative	714 Shore Drive, Laconia, NH 03246	714 Shore Drive	Laconia	NH	03246	603.528.5503	Jun 2014	2	Jun 2018 to 2021	Jun 2021
St. Jacques, Sr.	Robert	Director	Client Representative						603.455.6556	Jun 2017	3	Jun 2017 to 2020	Jun 2020
Stanley	Michael	Vice Chair	Client Representative	111 New Chester Road, Hill, NH 03243	P.O. Box 213	Hill	NH	03243	603.934.2531	Jul 2012	2	Jul 2019 to 2021	Jul 2021
Wells	James	Chair	Client Representative	99 Monroe Street, Franklin, NH 03235	99 Monroe Street	Franklin	NH	03235	603.470.9663	Mar 2005	3	Mar 2017 to 2020	Mar 2020
Wnuk	Susan	Director	Agency Representative	18 Wheeler Road, Bow, NH 03304	P.O. Box 1016	Concord	NH	03302	603.225.3295	Mar 2009	3	Mar 2018 to 2021	Mar 2021

Russell G. Keene
Lee, NH
RussellGKeene@gmail.com | (603) 723-4771

A visionary, innovative, out of the box thinker who leads by example. A calming presence, influential, motivator, consensus builder, and results orientated.

President, Chief Executive Officer
HealthFirst Family Care Center, Inc. | Franklin, NH | 09-2019 – Present

- Leads the Board of Directors, Senior Management and community partners to create a shared vision of strategic goals for organizational improvement and growth, scope and quality of programs and services, resource development and allocation, and measurable impact on health status for targeted and community population groups.
- Proactively educates elected officials at the federal, state and local levels on issues that impact the mission of HealthFirst. Identifies areas for possible expansions and ways that the HealthFirst can better achieve its mission.
- Works strategically with the Chief Medical Officer (CMO) to develop and grow the medical services and position HealthFirst as a PCMH.
- Sets strategic direction for agency's short and long-term financial growth.
- Oversees, mentors and develops the Board of Directors, CFO and Staff in implementation of annual fundraising plan and Grant development and fundraising skills. Develops substantial collaborative relationships with other organizations that can support the HealthFirst strategic goals.
- Oversees and mentors the Practice manager and Quality Coordinator on quality improvement and compliance;and marketing. Monitors effective organizational performance as it relates to all local, State, and Federal laws and regulations.
- Works strategically with the Human Resources (HR) Director to: create an agency culture that is centered on customer service, ensure that HealthFirst's most valuable asset is effectively used and supported and that all applicable laws and regulations are followed. Leads change management strategies and manages organizational change. Builds an effective and powerful management team; develops and leads the management team's growth and development.

Executive Manager State Opioid Response
Department of Health and Human Services| Concord, NH | 01-15-19 - Present

- Provides strategic leadership and planning, programmatic oversight and operational direction for Federal and State funded initiatives (46m grant) aimed at addressing the opioid crisis: Acts as official representative of the Department of Health and Human Services (DHHS) with internal and external stakeholders and key State leadership to identify opportunities and strategies for statewide coordination of opioid efforts that meet the State's long-range goals and priorities.
- Reviews, develops and implements current and future-funded OUD initiatives.
- Oversees and directs coordination among varied and multiple sources of Federal and State funds.
- Develops and maintains strong working relationships with executive-level leadership and agencies for the state but not limited to the Governor's Office, Attorney General, Department Commissioners, and key legislative leadership for the purpose of informing a statewide program operations as the primary agency representatives.
- Leads, directs and supports collaboration with DHHS Divisions.
- Serves as the Commissioner's designee with other State agencies seeking to access Federal or State funds.
- Oversees the development of performance measures and measures of success for OUD services.
- Advises and consults with staff on processes for grant applications, requests for proposals and contracting related to OUD services.
- Directs and monitors the collection and reporting of data and information related to SOR-funded initiatives to SAMHSA.

President, Chief Financial Officer
North Country Healthcare | Berlin, NH | 12-31-15 – 12-31-17

- **Dynamic results-oriented problem solver;** driving force and visionary behind the effort to design and implement an innovative multi-hospital system in rural Northern New Hampshire, increasing patient access to comprehensive care with state of the art technology while saving multiple organizations millions. Established financial improvement plan and delivered positive operating margins at each institution.
- **Business strategist;** assisted in the development of a successful Accountable Care Organization (ACO) that achieved Medicare Shared Savings.This prepared the system for risk-based contracting.
- **Regulatory knowledge**; merged two large Home Health Agencies as authorized by State Attorney General.
- **Advanced senior leadership management**; successfully managed senior leaders to achieve strategic planning objectives. Developed a consensus as to strategic objectives and the associated tactical goals.
- **Versatile team member;** innate ability to adapt to any situation and contribute at any level. Distinct ability to lead, drive and hold team members accountable while facilitating an environment of teamwork and continuous improvement.
- **Operations Management;** diverse skill set with detailed understanding of HealthCare Operations and 22 years of experience
- **Customer focused;** participated in the development of new regional access for patients. Worked with the senior medical staff to develop a new call center to assist patients.
- **Articulate, confident speaker;** comfortable presenting to groups of any size. Possess the ability to delineate complex ideas to wide audiences and facilitate inclusive discussions.
- **Natural Leader;** Confident leading by example and possess strong skills in forging partnerships through trust and experience.

Key Accomplishments

- **Visionary behind North Country Healthcare, a $7 Million savings in 18 months;** in rural New Hampshire, providing quality healthcare locally had become an extreme challenge over the last two decades. Attracting the best talent was equally challenging and having access to state of the art technology was fiscally impossible. A vision was developed to shape rural New Hampshire's healthcare for decades to come by allowing the four major hospitals in this distinct area to share resources, increase the buying and negotiating power of the organizations, and providing affordable best in class healthcare locally that can be sustained in the future. This success was the culmination of a two-year process and included convincing 4 previously competitive service areas to join forces in order to meet the challenges of a fluid healthcare environment. In addition, worked tirelessly with regulations to receive approval for the system to move forward.
- Participated in the development of a Regional Accountable Care Organization (ACO) that has created a decrease in costs of over $5M. This effort was successful due to the collaborative effort of each institution and concurrently mobilizing the medical staff(s) to understand common goals.
- Worked with State Legislative Branch to gain support for regulatory reimbursement enhancement.This effort entailed working with various legislators to clearly define further, the merits of our request. The result was ultimate stabilization of our Obstetrics Birthing (OB) programs in the North Country.
- Re-aligned Home Health operation to eliminate a $1.3M loss and achieve break-even status by hiring new leadership, instituting new cost controls, and, accelerating marketing efforts.

President, Chief Executive Officer
Androscoggin Valley Hospital | Berlin, NH | 06-01-02 – 12-31-15

- **Experienced Executive;** 13+ years of experience as Chief Executive Officer. Created financial stability in a highly challenging environment as the county we serviced is the most economically challenged and concurrently the sickest region in the entire state.
- **Leadership exemplified through relationships and communication;** bridged critical access hospitals. This designation was an essential element of sustainability as the economic effect was over $10M annually.
- **Diverse operational knowledge**; broad understanding of all hospital operations. Oversaw three separate Bond issues and the conversion of a Defined Benefit Plan to a Defined Contribution Plan. Bond issues are essential for facility improvements. Received an A- rating from Standard's Poors reflecting the collaborative networks which led to better healthcare for patients while also having a significant residual impact on recruiting top specialists.
- **Proponent of culture;** understand the importance of culture and adapting organizational goals and objectives. Worked to create commonality among the 500 employees.
- **Customer focused;** Partnered with tertiary facilities to expand clinical offerings allow patients access to care previously only accessible hours away. Successful in building new specialty lines to meet the demands and drive new revenue.
- **Confident decision maker;** comfortable making tough decisions based on experience and data. A broad understanding of HealthCare environment provides the ability to make decisions quickly and confidently. Ability to balance multiple, complex issues simultaneously.
- **Influential personality;** adept at building consensus. Influential and persuasive. Worked to establish a relationship

with Legislative Branch that realized success with "special" programs for Androscoggin Valley Hospital.
- **Community Involvement;** in addition to strong leadership within the organization, also active in community endeavors. Elected to School Board and led the effort to examine budget and curriculum more closely.

Key Accomplishments

- Successfully converted to Critical Access Hospital resulting in revenue enhancement of over $10M. Taking advantage of this special designation required convincing the Board, Medical Staff, and community that it would not result in reduced services.
- Achieved A- rating from Standard and Poors. This rating was indicative of the rating agencies favorable view of our fiscal integrity. By virtue of this positive rating, it benefitted the hospital in receiving lower interest rates.
- Delivered positive optimal margins in a consistent manner.This was accomplished irrespective of AVH having one of the most difficult patient mixes in the State of NH (i.e., over 65% Medicare and Medicaid).
- Achieved significant facility upgrades through the Facility Master Plan. This effort was augmented by a capital campaign in the community.
- Saved over $10M in theconversion of Defined Benefit Plan.The savings were realized by taking advantage of Medicare reimbursement which subsidized the shortfall, i.e., the unfunded liability.

Vice President, Financial Services (CFO)

Androscoggin Valley Hospital | Berlin, NH | 03-15-95 – 05-30-02

Responsible for the financial systems of the institution. Filed all governmental reports as needed. Oversight of the following departments.

- Information Technology
- Purchasing
- Patient Fiscal Services (billing)
- Credit
- Patient Access (registration)

Tasks: Financial management analysis; budget preparation and asset/liability review; accounts payable, accounts receivable, and payroll oversight; inventory and materials management oversight; procurement analysis, contract performance verification. Profit/cost determination, analysis of fund expenditures, recommend contracts.

Member of the Senior Management Team.

Chief Financial Officer
Isaacson Structural Steel, Inc.| Berlin, NH | 1983 – 1995

Education

MBA, Plymouth State University, (Plymouth, NH), 1988

Bachelor of Science in Accounting, Park College (Parkville, Mo), 1982

Military
Served 4 years in the United States Air Force, 1978 – 1982

Citizenship
USA Citizen

Curriculum Vitae

Name: Eleanor A. (Nora) Janeway, M.D., M.Ed.
Address: 10 ½ William St., Cambridge MA and Washington, Sullivan Co., NH
Phone: 617-913-7735
Email: nora_janeway@hms.harvard.edu

Education:

1983 B.A. Yale University, New Haven, CT
1986 M.Ed. Lesley College, Cambridge, MA
1993 M.D. University of California San Francisco School of Medicine

Postdoctoral Training, Residency:

1993-1996 Resident, Cambridge Hospital, Cambridge, MA
1996-1997 Chief Resident, Cambridge Hospital, Cambridge, MA

Primary-Care Internist, Community Health Centers, Cambridge

1994-1995 Internist, shelter for homeless patients with substance-use disorders
1994-2018 Windsor St. Health Center, immigrant and low-income patients
2018-present Medical Director, HealthFirst Family Care Center, Inc.

Hospital Appointments:

1996-present Attending Physician, Cambridge Health Alliance

Academic Appointments:

1993-1996 Clinical Fellow in Medicine, Harvard Medical School
1996-present Clinical Instructor in Medicine, Harvard Medical School

Teaching, Supervisory and other work experience:

1985-1987 Classroom Teacher, Boston Public Schools, Grades 7/8
1987-1988 Worked in methadone program and as Hospice CNA
1996-present Taught and supervised Internal Medicine Residents
2004-2017 Taught Harvard Medical Students in clinical medicine
2015-present Clinical site director, CHA Residency Program, Windsor St.

Licensure, Certification and membership:

08/20/17-08/20/19 Massachusetts Medical License Registration
04/13/16-04/13/26 American Board of Internal Medicine Recertification
08/24/17 enrolled, American Society of Addiction Medicine certification program
10/12/2017 Buprenorphine waiver for treatment of opioid addiction

Languages spoken:

Spanish, Bengali, Hindi.

Clinical Interests:

Care of patients with chronic psychiatric illness and dual-diagnosis patients, Addiction Medicine, primary care in medically-underserved areas.

Elizabeth Kantowski

[redacted]

Health First Family Care Center
March 2002 – Present - Administrative Services/Human Resources Manager
Staff recruitment; benefit enrollment; advise staff on personnel issues; physician credentialing; prepare supporting grant application and report documents; administer the School Based Oral Health Program; coordinate administrative support to executive director and staff of two non-profit organizations; attend Board of Director meetings and record minutes; supervision of one staff member.

MacNeill Worldwide, Inc., ISO 9001 – October 1996 to November 2001
Human Resources Manager
Responsible for staffing recruitment and selection; advising staff of human resource policies and state and federal employment laws; creating and conducting new staff orientation; conducting and arranging staff training; managing department budget; monthly staffing reports; payroll and benefit programs; worker compensation; conflict resolution; safety committee member; staff morale programs; supervision of one staff member.

Nickerson Assembly – September 1994 to August 1996
Human Resources Manager/Administrative Assistant to President
Staffing recruitment and selection; payroll preparation; ISO implementation team; benefits administration, safety committee chair; newsletter editor; administered and interpreted the Benzinger Thinking Styles Assessment; supervision of one staff member.

Sunny Knoll Retirement Home – May 1993 to February 1994
Office Manager
Responsible for accounts payable, receivable and payroll; Home administrator on a rotating basis for off hours and weekends.

HomeBank – December 1991 to May 1993
Administrative Assistant to Assets Manager – Bank closed by RTC

Catholic Medical Center – September 1991 to December 1991
Per Diem Human Resources Assistant

Education/Training/Membership
- Notre Dame College – 128 credits
- Human Resources Internship – Catholic Medical Center
- Dynamic Leadership – Effective Personal Productivity
- Dale Carnegie – Public Speaking and Human Relations
- Society for Human Resources Management
- Certified Human Resource Professional, 2000-2004

References will be provided upon request

Ted Bolognani

Professional Summary

- Solid background in senior management with strong emphasis in finance, budget, financial planning & forecasting, GL fund accounting, audit, benefit & risk insurance and technology implementation.
- Proven record of building strong operational & financial support systems for tuition based academic programs and federally funded grant programs.
- Strong knowledge of federal rules & regulations including OMB circulars, CDC, USAID and FAR & FASB compliance issues as well as A-133 audit requirements.
- Skilled in developing and implementing standardized operating policies and procedures for all aspects of administration, accounting, grants & sub-awarding as well as overseas financial operations.
- Over 10 years experience working internationally in Africa, Asia & Eastern Europe.

Experience

Health First Family Care Center & Caring Community Network of Twin Rivers (CCNTR)
Job Title: **Chief Financial Officer** **2011 - Present**

- Responsibility for the integrity of the financial records and monitoring the daily business operations; duties include maintenance of the general ledger, accounts payable, accounts receivable, payroll and fixed assets.
- Prepare trial balance and financial statements and reports to the Board of Directors on the financial condition of the Center.
- Provide financial analysis data to CEO and monitors the annual budget and grants. The CFO tracks, bills and prepares the financial reporting on each of the grants.
- Develop policy & procedures for improving grant management & accounting operations.

World Learning **2008 - 2011**
Job Title: **Director of Finance**

- Direct a team of analyst; lead organization wide process such as budget development ($120M annual, $60M federal grant), financial planning, quantitative analysis, multi-year forecasting and business & reporting systems.
- Develop policy & procedures for improving company administrative & accounting operations and international project management.
- Manage treasury operations, international banking, foreign exchange hedging and investment portfolio.
- Oversight on federal indirect cost control issues, granting & contracting processes and project compliance.
- Liaise with Board & business partners on investment, budget and reporting.
- Manage implementation of process improvements and tech systems include budget & reporting software, field accounting, HR & payroll information systems and web based technology for management data.

The American Youth Foundation
Job Title: **Director of Finance** **2005 - 2008**

- Directed the student registrar office, accounting, human resources, audit, risk insurance and administrative functions for 3 locations (MO, MI & NH).
- Directed the information technology (IT) services for company's 3 office network, including installation of new email and communication systems and moving financial systems to web platform & Citrix desktop.
- As senior management, participated in strategic planning, policy formation and major decision making with CEO & Board of Directors.
- Served foundations Board on all financial, audit & investment matters.

Institute for Sustainable Communities **2003-2005**
Job Title: Director of Finance & International Operations

- Directed administration, HR, finance & business services for headquarters and 10 country offices.
- Managed A-133 audits and responsible to insure USAID & OMB rules/regulation compliance on projects.
- Developed and implemented cost allocation plans, policies and procedures for overseas operations insuring approval of USAID indirect cost rate (NICRA).
- Directed international finance staff in country offices to insure compliance on USAID sub-award programs.
- Implemented a new ERP & accounting system for headquarters and provided overseas training
- Lead financial person for agency, presented financial statements to Board, audit committee & donors.

Global Health Council **1998 - 2003**
Job Title: **Finance Director**

- Directed agency functions & policy for facilities, accounting, human resources & information technology.
- Directed grant & contract reporting & compliance on federal & privately funded projects and programs. Developed agencies first indirect cost allocation plan and negotiated indirect cost rate with USAID.
- Implemented new fund accounting package (Blackbaud).
- Directly managed employee benefit programs, including 403(b) pension, health, dental & life insurances.
- Provided oversight on hiring & firing decisions, payroll and employee evaluations, pay-raise & merit award system and welfare matters.
- Oversaw development and directed agencies IT systems & web-site implementation, includes VOIP system using dedicated PTP, administer the VPN frame relay, provided direct PC & LAN/WAN hardware support for WinNT/2000 servers, MS BackOffice & Exchange Server.

Southeastern Vermont Community Action **1993 - 1998**
Job Title: **Director of Finance**

- Directed all administrative, personnel, IT & financial management functions.
- Primary liaison to Board of Directors, funders and public donors on financial matters.

- Directed agency accounting, grant reporting, Medicaid & Medicare billing, and federal & state compliance program.
- Directed grant reporting & compliance on federal, state & privately funded projects and programs.
- Managed HR systems, employee benefits, insurance and 403(b) pension plan.

CARE, International Development Agency **1988 - 1993**
Job Title: **Deputy Country Director, Administration and Finance – Uganda**

- Directed HR, IT and accounting/financial functions for country-wide operations. Took lead in agency planning and major grant, contract & business negotiations

- Directed grant reporting & compliance on federal, state & privately funded projects.
- Developed training programs in HR, procurement, inventory control, planning & budgeting to comply with federal funding requirements.

Job Title: Controller CARE Emergency Relief Office in Mogadishu - Somalia

- Supervise Accounting, HR and IT systems & Administrative staff for relief operations in 4 major refugee camps throughout Somalia.
- Prepared and audited monthly financial documents for reporting to headquarter on an annual budget of US 78.9 million. Managed all balance sheet & income statement accounts

Education:

- Masters of International Administration, World Learning's School for International Training
- B.S. Business Administration, University of Vermont

HEALTHFIRST
FAMILY CARE CENTER inc.

Stacey Benoit

PROFESSIONAL SUMMARY

Dedicated Practice Manager for 24 years combining experience in management and patient service experience in the healthcare setting. I am driven by providing exceptional service to patients and their families.

SKILLS

- Active Listening
- Judgement and Decision Making
- Social Perceptiveness
- Critical Thinking
- Service Orientation
- Learning Strategies
- Financial Management
- Coordination
- Troubleshooting
- Communication
- Project Management

EXPERIENCE

Practice Manager HealthFirst Family Care Center **Oct. 2017- current**

- Coordinate and facilitate team and provider meetings, and special events.
- Compose, type and distribute meeting notes, routine correspondence, reports, such as presentations, statistical or monthly reports.
- Review work to ensure quality material and information is in place and that company policies are followed.
- Manage projects as determined by the CEO.
- Develop training and onboarding tools to assist staff with meeting performance expectations.
- Maintain provider schedules and ensure productivity goals are met. Discuss issues or ideas with CEO.

(Stacey Benoit resume cont'd.)

- Recruit, hire and onboard new administrative staff as needed.
- Ensure customer service standards are met and address customer complaints promptly.
- Attend monthly management team meetings.

Practice Manager Concord Orthopaedics **Jan. 1994 - Oct. 2017**

- Perform payroll functions, such as maintaining timekeeping information and processing and submitting payroll.
- Recruit, hire and onboard staff for clinical, patient services, radiology and leadership positions.
- Project Manager for the Patient Experience Committee, includes marketing efforts for new services lines.
- Use various computer applications, such as Microsoft programs, PowerPoint, Word & Excel, electronic health records and practice management software.
- Set up and manage paper and electronic filing systems, updating paperwork, or maintaining documents, such as credentialing, business associate agreements and other correspondences.

- Operate office equipment, such as fax machines, copiers and phone systems and arrange for repairs and upgrades as needed.
- Maintain and oversee schedules for 39 Providers. Ensuring patients have appropriate access to care.
- Responsible for efficient and cost effective planning of all patient care, clinical and radiology staff.
- Coordinate and facilitate team meetings, and special events, such as "luncheon learns".
- Compose, type and distribute meeting notes, routine correspondence, reports, such as presentations, statistical or monthly reports.
- Review work to ensure quality material is in place and that company policies are followed.
- Manage projects as determined by the Practice Administrator or CEO.
- Work with Leadership to develop training and onboarding tools to assist staff with meeting performance expectations.
- Oversee and ensure corporate compliance with Meaningful Use and Clinical Quality Compliance programs.

Chiropractic Assistant Interlakes Chiropractic Center **June 1991- Dec 1994**

- Answer telephones and give information to callers, take messages, or transfer calls to appropriate individuals.
- Collect co-payments and enter money into accounts, daily balancing of funds collected, prepare bank deposits.
- Assist patients with financial counseling process when appropriate.
- Create, maintain, and entered patient demographics and insurance information into databases.
- Set up and manage paper or electronic filing systems, recording information, updating paperwork or maintaining documents, such as patient progress notes, correspondence, or other material.
- Operate office equipment, such as fax machines, copiers and phones systems.
- Greet visitors or callers and handle their inquiries or direct them to the appropriate person for assistance.
- Maintain physician's schedules.
- Schedule and confirm appointments for patients.
- Make copies of correspondence or other printed material.
- Maintain patient health record information according to office policy.
- Prepare patients for their appointment with the physician, such as, collect chief complaint, change attire, apply modalities as appropriate.
- Provided patient education material as directed by the physician.
- Other duties as assigned.

EDUCATION

Associates of Applied Science: Business Management **June 1991**
Lakes Region Community College - Laconia, NH

HealthFirst Family Care Center, Inc.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Russell Keene	CEO	$175,011	0%	$0.00
Dr. Nora Janeway	Medical Director	$159,994	0%	$0.00
Ted Bolognani	CFO	$130,000	0%	$0.00

MLC
276

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

JUN12'18 AM11:58 DAS

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

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

May 31, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into **retroactive** agreements with the fifteen (15) vendors, as listed in the tables below, for the provision of primary health care services that include preventive and episodic health care for acute and chronic health conditions for people of all ages, statewide; including pregnant women, children, adolescents, adults, the elderly and homeless individuals, effective **retroactive** to April 1, 2018 upon Governor and Executive Council approval through March 31, 2020. 26% Federal Funds and 74% General Funds.

Primary Care Services

Vendor	Vendor Number	Location	Amount
Ammonoosuc Community Health Services, Inc.	177755-R001	25 Mount Eustis Road, Littleton, NH 03561	$373,662
Coos County Family Health Services, Inc.	155327-B001	133 Pleasant Street, Berlin, NH 03570	$213,277
Greater Seacoast Community Health	154703-B001	311 Route 108, Somersworth, NH 03878	$1,017,629
HealthFirst Family Care Center	158221-B001	841 Central Street, Franklin, NH 03235	$477,877
Indian Stream Health Center	165274-B001	141 Corliss Lane, Colebrook, NH 03576	$157,917

Lamprey Health Care, Inc.	177677-R001	207 South Main Street, Newmarket, NH 03857	$1,049,538
Manchester Community Health Center	157274-B001	145 Hollis Street, Manchester NH 03101	$1,190,293
Mid-State Health Center	158055-B001	101 Boulder Point Drive, Suite 1, Plymouth, NH 03264	$306,570
Weeks Medical Center	177171-R001	170 Middle Street, Lancaster, NH 03584/PO Box 240, Whitefield, NH 03598	$180,885
Sub-Total			***$4,967,648***

Primary Care Services for Specific Counties			
Vendor	**Vendor Number**	**Location**	**Amount**
Manchester Community Health Center	157274-B001	145 Hollis Street, Manchester NH 03101	$80,000
Concord Hospital	177653-B011	250 Pleasant St, Concord, NH 03301	$484,176
White Mountain Community Health Center	174170-R001	298 White Mountain Highway, PO Box 2800, Conway, NH 03818	$352,976
Sub-Total			***$917,152***

Primary Care Services for the Homeless			
Vendor	**Vendor Number**	**Location**	**Amount**
Greater Seacoast Community Health	154703-B001	311 Route 108, Somersworth, NH 03878	$146,488
Harbor Homes, Inc.	155358-B001	77 Northeastern Blvd, Nashua, NH 03062	$150,848
Sub-Total			***$297,336***

Primary Care Services for the Homeless – Sole Source for Manchester Department of Public Health			
Vendor	**Vendor Number**	**Location**	**Amount**
Manchester Health Department	177433-B009	1528 Elm Street, Manchester, NH 03101	$155,650
Sub-Total			***$155,650***
Primary Care Services Total Amount			**$6,337,786**

Funds are available in the following account for State Fiscal Years 2018 and 2019, and anticipated to be available in State Fiscal Year 2020, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

05-95-90-902010-51900000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, MATERNAL - CHILD HEALTH

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Svcs	90080100	$792,224
2019	102-500731	Contracts for Program Svcs	90080100	$3,168,891
2020	102-500731	Contracts for Program Svcs	90080100	$2,376,671
Total				**$6,337,786**

EXPLANATION

This request is **retroactive** as the Request for Proposals timeline extended beyond the expiration date of the previous primary care services contracts. The Request for Proposals was reissued to ensure that services would be provided in specific counties and in the City of Manchester, where the need is the greatest. Continuing this service without interruption allows for the availability of primary health care services for New Hampshire's most vulnerable populations who are at disproportionate risk of poor health outcomes and limited access to preventative care.

The agreement with the Manchester Health Department is **sole source**, as it is the only vendor capable and amenable to provide primary health care services to the homeless population of the City of Manchester. This community has been disproportionately impacted by the opioid crisis; increasing health risks to individuals who experience homelessness.

The purpose of these agreements is to provide primary health care services that include preventive and ongoing heath care for acute and chronic health conditions for people of all ages, including pregnant women, children, adolescents, adults, the elderly and the homeless. Primary and preventative health care services are provided to underserved, low-income and homeless individuals who experience barriers to accessing health care due to issues such as lack of insurance, inability to pay, limited language proficiency and geographic isolation. Primary care providers provide an array of enabling patient-centered services such as care coordination, translation services, transportation, outreach, eligibility assistance, and health education. These services assist individuals in overcoming barriers to achieve their optimal health.

Primary Care Services vendors were selected for this project through competitive bid processes. The Request for Proposals for Primary Care Services was posted on the Department of Health and Human Services' website from December 12, 2017 through January 23, 2018. A separate Request for Proposals to address a deficiency in Primary Care Services for specific counties was posted on the Department's website from February 12, 2018 through March 2, 2018. Additionally, the Request for Proposals for Primary Care Services for the Homeless was posted on the Department's website from January 26, 2018 through March 13, 2018.

The Department received fourteen (14) proposals. The proposals were reviewed and scored by a team of individuals with program specific knowledge. The Score Summaries are attached. A separate sole source agreement is requested to address the specific need of the homeless population of the City of Manchester.

As referenced in the Request for Proposals and in Exhibit C-1, Revisions to General Provisions, these Agreements reserve the option to extend contract services for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The Department will directly oversee and manage the contracts to ensure that quality improvement, enabling and annual project objectives are defined in order to measure the effectiveness of the program.

Should the Governor and Executive Council not authorize this request, the Department may be unable to ensure preventive and regular health care for acute and chronic health conditions for low income and homeless individuals of all ages, including pregnant women, children, adolescents, adults, and the elderly throughout the state.

Area served: Statewide.

Source of Funds: 26% Federal Funds from the US Department of Health and Human Services, Human Resources & Services Administration (HRSA), Maternal and Child Health Services (MCHS) Catalog of Federal Domestic Assistance (CFDA) #93.994, Federal Award Identification Number (FAIN), B04MC30627 and 74% General Funds.

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

Respectfully submitted,

Lisa Morris, MSSW
Director

Approved by:
Jeffrey A. Meyers
Commissioner

Subject: Primary Care Services (RFP-2018-DPHS-15-PRIMA)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name HealthFirst Family Care Center		1.4 Contractor Address 841 Central Street, Franklin, NH 03235	
1.5 Contractor Phone Number 603-934-0177	1.6 Account Number 05-95-90-902010-51900000-102-500731	1.7 Completion Date March 31, 2020	1.8 Price Limitation $477,877
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Richard D. Silverberg CEO/President	

1.13 Acknowledgement: State of NH, County of Merrimack

On March 29, 2018, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or ~~Justice of the Peace~~

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

SARAH A. FISHER, Notary Public
My Commission Expires June 19, 2018

1.14 State Agency Signature Date: 4/26/18	1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 5/22/18

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials 

Date 3/29/18

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered. The Department shall be the payor of last resort.

1.4. Preventative and Primary Health Care, as well as related Care Management and Enabling Services shall be provided to individuals of all ages, statewide, who are:

1.4.1. Uninsured.

1.4.2. Underinsured.

1.4.3. Low-income (defined as <185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines.

1.5. The Contractor shall remain in compliance with all applicable state and federal laws for the duration of the contract period, including but not limited to:

1.5.1. NH RSA 141-C and Administrative Rule He-P 301, adopted 6/3/08, which requires the reporting of all communicable diseases.

1.5.2. NH RSA 169:C, Child Protection Act; NH RSA 161-F46, Protective Services to Adults, NH RSA 631:6, Assault and Related Offences, and RSA 130:A, Lead Paint Poisoning and Control.

1.5.3. NH RSA 141-C and the Immunization Rules promulgated, hereunder.

2. Eligibility Determination Services

2.1. The Contractor shall notify the Department, in writing, if access to Primary Care Services for new patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

2.2. The Contractor shall assist individuals with completing a Medicaid/Expanded Medicaid and other health insurance application when income calculations indicate possible Medicaid eligibility.

2.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered.

2.4. The Contractor shall post a notice in a public and conspicuous location noting that no individual will be denied services for an inability to pay.

2.5. The Contractor shall develop and implement a sliding fee scale for services in accordance with the Federal Poverty Guidelines. The Contractor shall make the sliding fee scale available to the Department upon request.

3. Primary Care Services

3.1. The Contractor shall ensure primary care services are provided by a New Hampshire licensed Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Advanced Practice Registered Nurse (APRN) or Physician Assistant (PA) to eligible individuals in the service area.

3.2. The Contractor shall ensure primary care services include, but are not limited to:

3.2.1. Reproductive health services.

3.2.2. Perinatal health services including but not limited to access to obstetrical services either on-site or by referral.

3.2.3. Preventive services, screenings and health education in accordance with established, documented state or national guidelines.

3.2.4. Integrated behavioral health services.

3.2.5. Pathology, radiology, surgical and CLIA certified laboratory services either on-site or by referral.

3.2.6. Assessment of need and follow-up/referral as indicated for:

3.2.6.1. Tobacco cessation, including referral to QuitWorks-NH, www.QuitWorksNH.org.

3.2.6.2. Social services.

3.2.6.3. Chronic Disease management, including disease specific referral and self-management education such as referral to Diabetes Self-Management Education (DSME) as recommended by American Diabetes Association (ADA).

3.2.6.4. Nutrition services, including Women, Infants and Children (WIC) Food and Nutrition Service, as appropriate;

3.2.6.5. Screening, Brief Intervention and Referral to Treatment (SBIRT) services, including but not limited to contact with the Regional Public Health Network Continuum of Care Development Initiative.

3.2.6.6. Referrals to health, home care, oral health and behavioral health specialty providers who offer sliding scale fees, when available.

3.3. The Contractor shall provide care management for individuals enrolled for

primary care services, which includes, but is not limited to:

3.3.1. Integrated and coordinated services that ensure patients receive necessary care, including behavioral health and oral care when and where it is needed and wanted, in a culturally and linguistically appropriate manner.

3.3.2. Access to a healthcare provider by telephone twenty-four (24) hours per day, seven (7) days per week, directly, by referral or subcontract.

3.3.3. Care facilitated by registries; information technology; health information exchanged.

3.4. The Contractor shall provide and facilitate enabling services, which are non-clinical services that support the delivery of basic primary care services, and facilitate access to comprehensive patient care as well as social services that include, but are not limited to:

3.4.1. Benefit counseling.

3.4.2. Health insurance eligibility and enrollment assistance.

3.4.3. Health education and supportive counseling.

3.4.4. Interpretation/translation for individuals with Limited English Proficiency or other communication needs.

3.4.5. Outreach, which may include the use of community health workers.

3.4.6. Transportation.

3.4.7. Education of patients and the community regarding the availability and appropriate use of health services.

4. Quality Improvement

4.1. The Contractor shall develop, define, facilitate and implement a minimum of two (2) Quality Improvement (QI) projects, which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of targeted patient groups.

4.1.1. One (1) quality improvement project must focus on the performance measure as designated by MCHS. (Defined as Adolescent Well Visits for SFY 2018 – 2019)

4.1.2. The other(s) will be chosen by the vendor based on previous performance outcomes needing improvement.

4.2. The Contractor shall utilize Quality Improvement Science to develop and implement a QI Workplan for each QI project. The QI Workplan will include:

4.2.1. Specific goals and objectives for the project period; and

4.2.2. Evaluation methods used to demonstrate improvement in the quality, efficiency, and effectiveness of patient care.

4.3. The Contractor shall include baseline measurements for each area of

improvement identified in the QI projects, to establish health care services and health status of targeted patient groups to be improved upon.

4.4. The Contractor may utilize activities in QI projects that enhance clinical workflow and improve patient outcomes, which may include, but are not limited to:

4.4.1.1. EMR prompts/alerts.

4.4.1.2. Protocols/Guidelines.

4.4.1.3. Diagnostic support.

4.4.1.4. Patient registries.

4.4.1.5. Collaborative learning sessions.

5. Staffing

5.1. The Contractor shall ensure all health and allied health professions have the appropriate, current New Hampshire licenses whether directly employed, contracted or subcontracted.

5.2. The Contractor shall employ a medical services director with special training and experience in primary care who shall participate in quality improvement activities and be available to other staff for consultation, as needed.

5.3. The Contractor shall notify the Maternal and Child Health Section (MCHS), in writing, of any newly hired administrator, clinical coordinator or any staff person essential to providing contracted services and include a copy of the individual's resume, within thirty (30) days of hire.

5.4. The Contractor shall notify the MCHS, in writing, when:

5.4.1. Any critical position is vacant for more than thirty (30) days;

5.4.2. There is not adequate staffing to perform all required services for any period lasting more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

6. Coordination of Services

6.1. The Contractor shall participate in activities within their Public Health Region, as appropriate, to enhance the integration of community-based public health prevention and healthcare initiatives being implemented, including but not limited to:

6.1.1. Community needs assessments;

6.1.2. Public health performance assessments; and

6.1.3. Regional health improvement plans under development.

6.2. The Contractor shall participate in and coordinate public health activities, as requested by the Department, during any disease outbreak and/or emergency that affects the public's health.

7. Required Meetings & Trainings

7.1. The Contractor shall attend meetings and trainings facilitated by the MCHS programs that include, but are not limited to:

7.1.1. MCHS Agency Directors' meetings;

7.1.2. MCHS Primary Care Coordinators' meetings, which are held two (2) times per year, which may require attendance by agency quality improvement staff; and

7.1.3. MCHS Agency Medical Services Directors' meetings.

8. Workplans, Outcome Reports & Additional Reporting Requirements

8.1. The Contractor shall collect and report data as detailed in Exhibit A-1 "Reporting Metrics" according to the Exhibit A-2 "Report Timing Requirements".

8.2. The Contractor shall submit reports as defined within Exhibit A-2 "Report Timing Requirements".

8.3. The Contractor shall submit an updated budget narrative, within thirty (30) days of the contract execution date and annually, as defined in Exhibit A-2 "Report Timing Requirements". The budget narrative shall include, at a minimum;

8.3.1. Staff roles and responsibilities, defining the impact each role has on contract services;

8.3.2. Staff list, defining;

8.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

8.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

8.4. In addition to the report defined within Exhibit A-2 "Report Timing Requirements", the Contractor shall submit a Sources of Revenue report at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

9. On-Site Reviews

9.1. The Contractor shall permit a team or person authorized by the Department to periodically review the Contractor's:

9.1.1. Systems of governance.

9.1.2. Administration.

9.1.3. Data collection and submission.

9.1.4. Clinical and financial management.

9.1.5. Delivery of education services.

9.2. The Contractor shall cooperate with the Department to ensure information needed for the reviews is accessible and provided. The Contractor shall ensure information includes, but is not limited to:

9.2.1. Client records.

9.2.2. Documentation of approved enabling services and quality improvement projects, including process and outcome evaluations.

9.3. The Contractor shall take corrective actions, as advised by the review team, if services provided are not in compliance with the contract requirements.

10. *Performance Measures*

10.1. The Contractor shall ensure that the following performance indicators are annually achieved and monitored quarterly to measure the effectiveness of the agreement:

10.1.1. Annual improvement objectives shall be defined by the vendor and submitted to the Department. Objectives shall be measurable, specific and align to the provision of primary care services defined within Exhibit A-1 "Reporting Metrics"

Exhibit A-1 – Reporting Metrics

1. **Definitions**

1.1. **Measurement Year** – Measurement Year consists of 365 days and is defined as either:

1.1.1. The calendar year, (January 1st through December 31st); or

1.1.2. The state fiscal year (July 1st through June 30th).

1.2. **Medical Visit** – Medical visit is defined as any office visit including all well-care and acute-care visits.

1.3. **HEDIS** – Healthcare Effectiveness Data and Information Set

1.4. **NQF** – National Quality Forum

1.5. **Title V** – Federal Maternal and Child Health Services Block Grant

1.6. **UDS** – Uniform Data System

1.7. **NH MCHS** – New Hampshire Maternal and Child Health Section

2. **MCHS PRIMARY CARE PERFORMANCE MEASURES**

2.1. **Breastfeeding**

2.1.1. Percent of infants who are ever breastfed (Title V PM #4).

2.1.1.1. Numerator: All patient infants who were ever breastfed or received breast milk.

2.1.1.2. Numerator Note: The American Academy of Pediatrics recommends all infants exclusively breastfeed for about six (6) months as human milk supports optimal growth and development by providing all required nutrients during that time.

2.1.1.3. Denominator: All patient infants born in the measurement year.

2.2. **Preventive Health: Lead Screening**

2.2.1. Percent of children three (3) years of age who had two (2) or more capillary or venous lead blood test for lead poisoning by their third birthday. (NH MCHS).

2.2.1.1. Numerator: All patient children who received at least one capillary or venous lead screening test between nine (9) months to eighteen (18) months of age **AND** one (1) capillary or venous lead screening test between nineteen (19) to thirty (30) months of age.

2.2.1.2. Denominator: All patient children who turned three (3) years old during the measurement year that had at least one (1) medical visit during the measurement year.

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2.3. **Preventive Health: Adolescent Well-Care Visit**

2.3.1. Percent of adolescents, twelve (12) through twenty-one (21) years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year (HEDIS).

2.3.1.1. Numerator: Number of adolescents, ages 12 through 21 years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year.

2.3.1.2. Denominator: Number of patient adolescents, ages 12 through 21 years of age by the end of the measurement year.

2.4. **Preventive Health: Depression Screening**

2.4.1. Percentage of patients ages twelve (12) and older screened for clinical depression using an age appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NQF 0418, UDS).

2.4.1.1. Numerator: Patients twelve (12) years and older who are screened for clinical depression using an age-appropriate standardized depression screening tool **AND** if positive, a follow-up plan documented.

2.4.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented follow-up plan.

2.4.1.3. Denominator: All patients twelve (12) years and older by the end of the measurement year who had at least one (1) medical visit during the measurement year.

2.4.1.4. Denominator Exception: Depression screening not performed due to medical contraindicated or patient refusal.

2.4.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as suicide risk assessment and/or referral to practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.4.2. Maternal Depression Screening

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2.4.2.1. Percentage of women who are screened for clinical depression during any visit up to twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NH MCHS).

2.4.2.1.1. Numerator: Women who are screened for clinical depression during the first twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if screened positive have documented follow-up plan.

2.4.2.1.2. Numerator Note: Numerator includes women who screened negative PLUS women who screened positive AND have documented follow-up plan.

2.4.2.1.3. Denominator: All women who had any office visit up to twelve (12) weeks following delivery during the measurement year.

2.4.2.1.4. Denominator Exception: Documentation of depression screening not performed due to medical contraindicated or patient refusal.

2.4.2.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as Suicide Risk Assessment and/or referral to a practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.5. **Preventive Health: Obesity Screening**

2.5.1. Percentage of patients aged 18 years and older with a calculated BMI in the past six months or during the current visit documented in the medical record AND if the most recent BMI is outside of normal parameters, a follow-up plan is documented (NQF 0421, UDS).

2.5.1.1. Normal parameters: Age 65 and older BMI ≥ 23 and < 30

2.5.1.2. Age 18 through 64 BMI ≥ 18.5 and < 25

2.5.1.3. Numerator: Patients with BMI calculated within the past six months or during the current visit and a follow-up plan documented if the BMI is outside of parameters (Normal BMI + abnormal BMI with documented plan).

2.5.1.4. Definition of Follow-Up Plan: Proposed outline of follow-up plan to be conducted as a result of BMI outside of normal parameters. The follow-up plan can include documentation of a future appointment, education, referral (such as registered dietician, nutritionist, occupational therapist, primary care physician, exercise physiologist, mental health provider, surgeon, etc.), prescription of/administration of dietary supplements, exercise counseling, nutrition counseling, etc.

2.5.1.5. Denominator: All patients aged 18 years and older who had at least one (1) medical visit during the measurement year.

2.5.2. Percent of patients aged 3 through 17 who had evidence of BMI percentile documentation AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year (UDS).

2.5.2.1. Numerator: Number of patients in the denominator who had their BMI percentile (not just BMI or height and weight) documented during the measurement year AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year.

2.5.2.2. Denominator: Number of patients who were one year after their second birthday (i.e., were 3 years of age) through adolescents who were aged up to one year past their 16th birthday (i.e., up until they were 17) at some point during the measurement year, who had at least one medical visit during the reporting year, and were seen by the health center for the first time prior to their 17th birthday.

2.6. **Preventive Health: Tobacco Screening**

2.6.1. Percent of patients aged 18 years and older who were screened for tobacco use at least once during the measurement year or prior year AND who received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user (UDS).

2.6.1.1. Numerator: number of patients in the denominator for whom documentation demonstrates that patients were queried about their tobacco use one or more times during their most recent visit OR within twenty-four (24) months of the most

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recent visit and received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user.

2.6.1.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.6.1.4. Definitions:

2.6.1.4.1. Tobacco Use: Includes any type of tobacco.

2.6.1.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy.

2.6.2. Percent of women who are screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user (NH MCHS).

2.6.2.1. Numerator: Pregnant women who were screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user.

2.6.2.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.2.3. Denominator: All women who delivered a live birth in the measurement year.

2.6.2.4. Definitions:

2.6.2.4.1. Tobacco Use: Includes any type of tobacco

2.6.2.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy

2.7. At Risk Population: Hypertension

2.7.1. Percentage of patients aged 18 through 85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90mmHG) during the measurement year (NQF 0018).

2.7.1.1. Numerator: Number of patients from the denominator with blood pressure measurement less than 140/90 mm HG at the time of their last measurement.

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2.7.1.2. Denominator: Number of patients age 18 through 85 with diagnosed hypertension (must have been diagnosed with hypertension 6 or more months before the measurement date) who had at least one (1) medical visit during the measurement year. (Excludes pregnant women and patients with End Stage Renal Disease.)

2.8. **Patient Safety: Falls Screening**

2.8.1. Percent of patients aged 65 years and older who were screened for fall risk at least once within 12 months (NH MCHS).

2.8.1.1. Numerator: Patients who were screened for fall risk at least once within the measurement year.

2.8.1.2. Denominator: All patients aged 65 years and older seen by a health care provider within the measurement year.

2.9. **SBIRT**

2.9.1. SBIRT – Percent of patients aged 18 years and older who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.1.1. Numerator: Number of patients in the denominator who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, who received a brief intervention and/or referral to services.

2.9.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.1.3. Denominator: Number of patients aged 18 years and older seen for annual/preventive visit within the measurement year.

2.9.1.4. Definitions:

2.9.1.4.1. Substance Use: Includes any type of alcohol or drug.

2.9.1.4.2. Brief Intervention: Includes guidance or counseling.

2.9.1.4.3. Referral to Services: includes any recommendation of direct referral for substance abuse services.

2.9.2. Percent of pregnant women who were screened, using a formal valid screening tool, for substance use, during every trimester they are

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enrolled in the prenatal program AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.2.1. Numerator: Number of women in the denominator who were screened for substance use, using a formal and valid screening tool, during each trimester that they were enrolled in the prenatal program AND if positive, received a brief intervention or referral to services

2.9.2.2. Numerator Note: numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.2.3. Denominator: Number of women enrolled in the agency prenatal program and who had a live birth during the measurement year.

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Date: 3/29/18

Exhibit A-2 – Report Timing Requirements

1.1. Primary Care Services Reporting Requirements

1.1.1. The reports are required due on the date(s) listed, or, in years where the date listed falls on a non-business day, reports are due on the Friday immediately prior to the date listed.

1.1.2. The Vendor is required to complete and submit each report, following instructions sent by the Department

1.1.3. An updated budget narrative must be provided to the Department, within thirty (30) days of contract approval. The budget narrative must include, at a minimum;

1.1.3.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.1.3.2. Staff list, defining;

1.1.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.1.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

1.2. Annual Reports

1.2.1. The following reports are required annually, on or prior to;

1.2.1.1. March 31st;

1.2.1.1.1. Uniform Data Set (UDS) Data tables reflecting program performance for the previous calendar year;

1.2.1.1.2. Budget narrative, which includes, at a minimum;

1.2.1.1.2.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.2.1.1.2.2. Staff list, defining;

1.2.1.1.2.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.2.1.1.2.2.2. The individual cost, in U.S. Dollars, of each

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identified individual allocated to contract services.

1.2.1.2. July 31st;

1.2.1.2.1. Summary of patient satisfaction survey results obtained during the prior contract year;

1.2.1.2.2. Quality Improvement (QI) Workplans, Performance Outcome Section

1.2.1.2.3. Enabling Services Workplans, Performance Outcome Section

1.2.1.3. September 1st;

1.2.1.3.1. QI workplan revisions, as needed;

1.2.1.3.2. Enabling Service Workplan revisions, as needed;

1.2.1.3.3. Correction Action Plan (Performance Measure Outcome Report), as needed;

1.3. **Semi-Annual Reports**

1.3.1. Primary Care Services Measure Data Trend Table (DTT), due on;

1.3.1.1. July 31, 2018 (measurement period July 1– June 30) and;

1.3.1.2. January 31 (measurement period January 1 – December 31).

1.4. **The following report is required 30 days following the end of each quarter, beginning in State Fiscal Year 2018;**

1.4.1. Perinatal Client Data Form (PCDF);

1.4.1.1. Due on April 30, July 31, October 31 and January 31

Contractor Initials: [signature]
Date: 3/29/18

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This contract is funded with general and federal funds. Department access to supporting funding for this project is dependent upon meeting the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) (https://www.cfda.gov) #93.994, *Maternal and Child Health Services Block Grant to the States*

3. The Contractor shall not use or apply contract funds for capital additions, improvements, entertainment costs or any other costs not approved by the Department.

4. Payment for services shall be as follows:

   4.1. Payments shall be on a cost reimbursement basis for approved actual costs in accordance with Exhibits B-1 through Exhibit B-3.

   4.2. The Contractor shall submit invoices in a form satisfactory to the State no later than the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor agrees to keep detailed records of their activities related to Department-funded programs and services.

      4.2.1. Expenditure detail may be requested by the Department on an intermittent basis, which the Contractor must provide.

      4.2.2. Onsite reviews may be required.

   4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

   4.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or invoices may be mailed to:

   Financial Administrator
   Department of Health and Human Services
   Division of Public Health
   29 Hazen Dr.
   Concord, NH 03301

4.5. The final invoice shall be due to the State no later than forty (40) days after the date specified in Form P-37, Block 1.7 Completion Date.

4.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

5. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjusting encumbrances between State Fiscal Years within the price limitation may be made without obtaining approval of the Governor and Executive Council, upon written agreement of both parties.

Exhibit B-1

New Hampshire Department of Health and Human Services

Bidder/Program Name: HealthFirst Family Care Center

Budget Request for: Primary Care Services

Budget Period: April 1, 2018 to June 30, 2018

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 61,654.84	$ 6,165.48	$ 67,820.32	$28,227.42	$ 2,822.74	$ 31,050.16	$33,427.42	$ 3,342.74	$ 36,770.16
2. Employee Benefits (24% of wages)	$ 14,797.16	$ 1,479.72	$ 16,276.88	$ 6,774.58	$ 677.46	$ 7,452.04	$ 8,022.58	$ 802.26	$ 8,824.84
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 9,854.55	$ 985.45	$ 10,840.00	$ -	$ -	$ -	$ 9,854.55	$ 985.45	$ 10,840.00
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 1,500.00	$ 150.00	$ 1,650.00	$ -	$ -	$ -	$ 1,500.00	$ 150.00	$ 1,650.00
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (Language Interpretation Services):	$ 1,500.00	$ 150.00	$ 1,650.00	$ -	$ -	$ -	$ 1,500.00	$ 150.00	$ 1,650.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 89,306.55	$ 8,930.65	$ 98,237.20	$ 35,002.00	$ 3,500.20	$ 38,502.20	$ 54,304.55	$ 6,430.45	$ 59,735.00
Indirect As A Percent of Direct		10.0%						$ 0.00	59,735

Exhibit B-2

New Hampshire Department of Health and Human Services

Bidder/Program Name: HealthFirst Family Care Center

Budget Request for: Primary Care Services

Budget Period: July 1, 2018 to June 30, 2019

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$253,400.37	$25,340.04	$278,740.40	$116,300.18	$11,630.02	$127,930.20	$137,100.18	$13,710.02	$150,810.20
2. Employee Benefits (24% of wages)	$ 60,816.09	$ 6,081.61	$ 66,897.70	$ 27,912.04	$ 2,791.20	$ 30,703.25	$ 32,904.04	$ 3,290.40	$ 36,194.45
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 23,212.14	$ 2,321.21	$ 25,533.35	$ -	$ -	$ -	$ 23,212.14	$ 2,321.21	$ 25,533.35
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 12,000.00	$ 1,200.00	$ 13,200.00	$ -	$ -	$ -	$ 12,000.00	$ 1,200.00	$ 13,200.00
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (Language Interpretation Services):	$ 12,000.00	$ 1,200.00	$ 13,200.00	$ -	$ -	$ -	$ 12,000.00	$ 1,200.00	$ 13,200.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$361,428.60	$36,142.86	$397,571.46	$144,212.23	$14,421.22	$158,633.45	$217,216.37	$21,721.64	$238,938.00
Indirect As A Percent of Direct		10.0%						$ 0.00	238,938

Exhibit B-3

New Hampshire Department of Health and Human Services

Bidder/Program Name: HealthFirst Family Care Center

Budget Request for: Primary Care Services

Budget Period: July 1, 2019 to March 31, 2020

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$190,050.28	$19,005.03	$209,055.30	$87,225.14	$ 8,722.51	$ 95,947.65	$102,825.14	$10,282.51	$113,107.65
2. Employee Benefits (24% of wages)	$ 45,612.07	$ 4,561.21	$ 50,173.27	$ 20,934.03	$ 2,093.40	$ 23,027.44	$ 24,678.03	$ 2,467.80	$ 27,145.84
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 18,409.56	$ 1,840.96	$ 20,250.52	$ -	$ -	$ -	$ 18,409.56	$ 1,840.96	$ 20,250.52
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 8,000.00	$ 800.00	$ 8,800.00	$ -	$ -	$ -	$ 8,000.00	$ 800.00	$ 8,800.00
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (Language Interpretation Services):	$ 9,000.00	$ 900.00	$ 9,900.00	$ -	$ -	$ -	$ 9,000.00	$ 900.00	$ 9,900.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$271,071.90	$27,107.19	$298,179.09	$108,159.17	$10,815.92	$118,975.09	$162,912.73	$16,291.27	$179,204.00
Indirect As A Percent of Direct		10.0%						$ 0.00	179,204

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

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

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

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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Division reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

841 Central St Franklin NH 03235
22 Stratford St Laconia 03246

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

Contractor Name: Lakes Region First Family Care Center

3/29/18
Date

Richard Silverberg
Name:
Title: CEO/President

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name: Health First Family Care Center

3/29/18
Date

Name: Robert B. Silverberg
Title: CEO/President

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

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Health First Family Care Center

3/29/18
Date

Name: Edward D. Bitterberg
Title:

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.

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: Health First Family Care Centers

3/29/18
Date

Name: Edward D. Shubert
Title: CEO/President

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: Health First Family Care Center

3/29/18
Date

Name: Edward D. Siverberg
Title:

HEALTH INSURANCE PORTABLITY 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, TitleXIII, 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.

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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 (l). 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

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

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.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	Hey Hale Family Resource Center
The State	Name of the Contractor
[signature]	[signature]
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	[signature]
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, DPHS	CEO/President
Title of Authorized Representative	Title of Authorized Representative
4/26/18	3/29/18
Date	Date

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Health First Family Care Center

3/29/18
Date

Name: Richard U. Silverberg
Title: CEO/President

FORM A

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

1. The DUNS number for your entity is: 026 459417

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 X 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: _____

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or

consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not

use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the

scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from 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. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

b. safeguard this information at all times.

c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS contact program and policy:
(Insert Office or Program Name)
(Insert Title)
DHHS-Contracts@dhhs.nh.gov

B. DHHS contact for Data Management or Data Exchange issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

C. DHHS contacts for Privacy issues:
DHHSPrivacyOfficer@dhhs.nh.gov

D. DHHS contact for Information Security issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

E. DHHS contact for Breach notifications:
DHHSInformationSecurityOffice@dhhs.nh.gov
DHHSPrivacy.Officer@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Primary Care Services

This 1st Amendment to the Primary Care Services (contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Indian Stream Health Center Inc. (hereinafter referred to as "the Contractor"), a non-profit with a place of business at 141 Corliss Lane, Colebrook, NH 03576.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018, (Item #27G), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18 and Exhibit C-1 Paragraph 3the Contract may be amended and renewed upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

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

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

1. Form P-37 General Provisions, Block 1,7, Completion Date, to read:

   June 30, 2021.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $250,200.

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

   Nathan D. White, Director.

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

   603-271-9631.

5. Modify Exhibit A, Scope of Services by deleting it in its entirety and replacing with Exhibit A Amendment #1, Scope of Services, incorporated by reference and attached herein.

6. Modify Exhibit A-1, Reporting Metrics by deleting it in its entirety and replacing with Exhibit A-1, Reporting Metrics Amendment #1, incorporated by reference and attached herein.

7. Modify Exhibit A-2, Report Timing Requirements by deleting it in its entirety.

8. Modify Exhibit B, Methods and Conditions Precedent to Payment, Subsection 4.1 to read:

   Payments shall be on a cost reimbursement basis for approved actual costs in accordance with Exhibit B-1 through Exhibit B-5, Amendment #1 Budget, incorporated by reference and attached herein.

9. Add Exhibit B-4 Amendment #1, Budget, incorporated by reference and attached herein.
10. Add Exhibit B-5 Amendment #1, Budget, incorporated by reference and attached herein.

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

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

State of New Hampshire
Department of Health and Human Services

4/7/2020
Date

Name: Lisa Morris
Title: Director

Indian Stream Health Center, Inc.

4/3/2020
Date

Name:
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

4/16/20
Date

Name:
Title:

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. et seq.

1.4. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered. The Department shall be the payor of last resort.

1.5. The Contractor shall provide Preventative and Primary Health Care, as well as related Care Management and Enabling Services to individuals of all ages, statewide, who are:

1.5.1. Uninsured.

1.5.2. Underinsured.

1.5.3. Low-Income (defined as <185% of the U.S. Department of Health and Human Services (US DHHS), Poverty Guidelines.

1.6. The Contractor shall comply with all applicable state and federal laws for the duration of the contract period, including but not limited to:

1.6.1. NH RSA 141-C and Administrative Rule He-P 301, adopted 6/3/08, which requires the reporting of all communicable diseases.

1.6.2. NH RSA 169:C, Child Protection Act; NH RSA 161-F46, Protective Services to Adults, NH RSA 631:6, Assault and Related Offences, and RSA 130:A, Lead Paint Poisoning and Control.

1.6.3. NH RSA 141-C and the Immunization Rules promulgated, hereunder.

2. Eligibility Determination Services

2.1. The Contractor shall notify the Department, in writing, if access to Primary Care Services for new patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

2.2. The Contractor shall assist individuals with completing a Medicaid/Expanded

Medicaid and other health insurance application when income calculations indicate possible Medicaid eligibility.

2.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered.

2.4. The Contractor shall post a notice in a public and conspicuous location noting that no individual will be denied services for an inability to pay.

2.5. The Contractor shall develop and implement a sliding fee scale for services in accordance with the Federal Poverty Guidelines.

2.6. The Contractor shall make the sliding fee scale available to the Department upon request.

3. Primary Care Services

3.1. The Contractor shall ensure primary care services are provided by a New Hampshire licensed Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Advanced Practice Registered Nurse (APRN) or Physician Assistant (PA) to eligible individuals in the service area.

3.2. The Contractor shall ensure primary care services include, but are not limited to:

3.2.1. Reproductive health services.

3.2.2. Perinatal health services including, but not limited to, access to obstetrical services either on-site or by referral.

3.2.3. Preventive services, screenings and health education in accordance with established, documented state or national guidelines.

3.2.4. Integrated behavioral health services.

3.2.5. Pathology, radiology, surgical and CLIA-certified laboratory services either on-site or by referral.

3.2.6. Assessment of need and follow-up/referral as indicated for:

3.2.6.1. Tobacco cessation, including referral to QuitWorks-NH, www.QuitWorksNH.org.

3.2.6.2. Social services.

3.2.6.3. Chronic Disease management, including disease specific referral and self-management education such as referral to Diabetes Self-Management Education (DSME) as recommended by American Diabetes Association (ADA).

3.2.6.4. Nutrition services, including Women, Infants and Children (WIC) Food and Nutrition Service, as appropriate;

3.2.6.5. Screening, Brief Intervention and Referral to Treatment

(SBIRT) services, including but not limited to contact with the Regional Public Health Network Continuum of Care Development Initiative.

3.2.6.6. Referrals to health, home care, oral health and behavioral health specialty providers who offer sliding scale fees, when available.

3.3. The Contractor shall provide care management for individuals enrolled for primary care services, which includes, but is not limited to:

3.3.1. Integrated and coordinated services that ensure patients receive necessary care, including behavioral health and oral care when and where it is needed and wanted, in a culturally and linguistically appropriate manner.

3.3.2. Access to a healthcare provider by telephone twenty-four (24) hours per day, seven (7) days per week, directly, by referral or subcontract.

3.3.3. Care facilitated by registries, information technology, and health information exchanged.

3.4. The Contractor shall provide and facilitate enabling services, which are non-clinical services, that support the delivery of basic primary care services.

3.5. The Contractor shall facilitate access to comprehensive patient care and social services, as appropriate, that may include, but are not limited to:

3.5.1. Benefits counseling.

3.5.2. Health insurance eligibility and enrollment assistance.

3.5.3. Health education and supportive counseling.

3.5.4. Interpretation/translation for individuals with Limited English Proficiency or other communication needs.

3.5.5. Outreach, which may include the use of community health workers.

3.5.6. Transportation.

3.5.7. Education of patients and the community regarding the availability and appropriate use of health services.

4. Quality Improvement

4.1. The Contractor shall develop, define, facilitate and implement a minimum of two (2) Quality Improvement (QI) projects, which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of targeted patient groups. The Contractor shall ensure:

4.1.1. One (1) QI project focuses on the performance measure designated by the Maternal and Child Health Section (MCHS), which is

Adolescent Well Visits for SFY 2020-2022.

4.1.1.1. A minimum of one (1) other QI project is selected from Exhibit A-1 "Reporting Metrics" MCHS Primary

4.1.1.2. Care Performance Measures are met according to previous performance outcomes identified as needing improvement.

4.2. The Contractor shall utilize Quality Improvement Science to develop and implement a QI Workplan for each QI project. The Contractor shall ensure the QI Workplan includes, but is not limited to:

4.2.1. Specific goals and objectives for the project period; and

4.2.2. Evaluation methods used to demonstrate improvement in the quality, efficiency, and effectiveness of patient care.

4.3. The Contractor shall include baseline measurements for each area of improvement identified in the QI projects, to establish health care services and health status of targeted patient groups in need of improvement.

4.4. The Contractor shall utilize activities in QI projects that enhance clinical workflow and improve patient outcomes, which may include, but are not limited to:

4.4.1. EMR prompts/alerts.

4.4.2. Protocols/Guidelines.

4.4.3. Diagnostic support.Patient registries.Collaborative learning sessions.

5. Staffing

5.1. The Contractor shall ensure all health and allied health professionals have the appropriate, current New Hampshire licenses whether directly employed, contracted or subcontracted.

5.2. The Contractor shall employ a medical services director who:

5.2.1. Has specialized training and experience in primary care services.

5.2.2. Participates in quality improvement activities.

5.2.3. Is available to other staff for consultation, as needed.

5.3. The Contractor shall notify the MCHS, in writing, of any newly hired administrator, clinical coordinator or staff person essential to providing contracted services. The Contractor shall ensure notification:

5.3.1. Is provided to the Department no later than thirty (30) days from the

date of hire.

5.3.2. Includes a copy of the newly hired individual's resume.

5.4. The Contractor shall notify the MCHS, in writing, when:

5.4.1. Any critical position is vacant for more than thirty (30) days.

5.4.2. There is not adequate staffing to perform all required services for any period lasting more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

6. Coordination of Services

6.1. The Contractor shall participate in activities within the Public Health Region, as appropriate, to enhance the integration of community-based public health prevention and healthcare initiatives being implemented, including but not limited to:

6.1.1. Community needs assessments.

6.1.2. Public health performance assessments.

6.1.3. Regional health improvement plans under development.

6.2. The Contractor shall participate in and coordinate public health activities, as requested by the Department, during any disease outbreak or emergency that affects the public's health.

7. Required Meetings & Trainings

7.1. The Contractor shall attend meetings and trainings facilitated by the MCHS programs that include, but are not limited to:

7.1.1. MCHS Agency Directors' meetings.

7.1.2. MCHS Primary Care Coordinators' meetings, which are held two (2) times per year, which may require attendance by agency quality improvement staff.

7.1.3. MCHS Agency Medical Services Directors' meetings.

8. Workplans, Outcome Reports & Additional Reporting Requirements

8.1. The Contractor shall collect and report data on the MCHS Primary Care Performance Measures detailed in Exhibit A--1 Reporting Metrics.

8.2. The Contractor shall submit an updated budget narrative, within thirty (30) days of any changes, ensuring the budget narrative includes, but is not limited to:

8.2.1. Staff roles and responsibilities, defining the impact each role has on contract services.

8.2.2. Staff list that details information that includes, but is not limited to:

8.2.2.1. The Full Time Equivalent percentage allocated to contract

services.

8.2.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

8.3. The Contractor shall submit a Sources of Revenue report at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

8.4. The Contractor shall submit reports on the date(s) listed, or, in years where the date listed falls on a non-business day, on the Friday immediately prior to the date listed.

8.5. The Contractor is required to complete and submit each report, as instructed by the Department.

8.6. The Contractor shall submit annual reports to the Department, including but not limited to:

8.6.1. Uniform Data Set (UDS) Data tables that reflect program performance for the previous calendar year no later than March 31st.

8.6.2. A summary of patient satisfaction survey results obtained during the prior contract year no later than July 31st.

8.6.3. Quality (QI) Workplans no later than July 31st.

8.6.4. Enabling Services Workplans no later than July 31st.

8.6.5. QI Workplan revisions, as appropriate, no later than September 1st.

8.6.6. Enabling Services Workplan revisions, as appropriate, no later than September 1st.

8.6.7. Corrective Action Plans relating to Performance Measure Outcome Reports, as needed, no later than September 1st.

8.7. The Contractor shall submit semi-annual reports to the Department, including but not limited to:

8.7.1. Primary Care Services Measure Data Trend Table (DTT) is due no later than:

8.7.2. July 31, 2020 for the measurement period of July 1, 2019 through June 30, 2020.

8.7.3. January 31, 2021 for the measurement period of January 1, 2020 through December 31, 2020.

8.7.4. July 31, 2021 for the measurement period of July 1, 2020 through June 30, 2021.

8.7.5. January 31, 2022 for the measurement period of January 1, 2021

through December 31, 2021.

9. On-Site Reviews

9.1. The Contractor shall permit a team or person authorized by the Department to periodically review the Contractor's:

9.1.1. Systems of governance.

9.1.2. Administration.

9.1.3. Data collection and submission.

9.1.4. Clinical and financial management.

9.1.5. Delivery of education services.

9.2. The Contractor shall cooperate with the Department to ensure information needed for the reviews is accessible and provided, which includes, but is not limited to:

9.2.1. Client records.

9.2.2. Documentation of approved enabling services and quality improvement projects, including process and outcome evaluations.

9.3. The Contractor shall take corrective actions, as advised by the Department's review team, if services provided are not in compliance with the contract requirements.

10. Performance Measures

10.1. The Contractor shall define Annual Improvement Objectives that are measurable, specific and align to the provision of primary care services defined within Exhibit A-1 Reporting Metrics.

Exhibit A-1 – Reporting Metrics, Amendment #1

1. **Definitions**

1.1. **Measurement Year** – Measurement Year consists of 365 days and is defined as either:

1.1.1. The calendar year, (January 1st through December 31st); or

1.1.2. The state fiscal year (July 1st through June 30th).

1.2. **Medical Visit** – Medical visit is defined as any office visit including all well-care and acute-care visits.

1.3. **HEDIS** – Healthcare Effectiveness Data and Information Set

1.4. **NQF** – National Quality Forum

1.5. **Title V** – Federal Maternal and Child Health Services Block Grant

1.6. **UDS** – Uniform Data System

1.7. **NH MCHS** – New Hampshire Maternal and Child Health Section

2. **MCHS PRIMARY CARE PERFORMANCE MEASURES**

2.1. **Breastfeeding**

2.1.1. Percent of infants who are ever breastfed (Title V PM #4).

2.1.1.1. Numerator: All patient infants who were ever breastfed or received breast milk.

2.1.1.2. Numerator Note: The American Academy of Pediatrics recommends all infants exclusively breastfeed for about six (6) months as human milk supports optimal growth and development by providing all required nutrients during that time.

2.1.1.3. Denominator: All patient infants born in the measurement year.

2.2. **Preventive Health: Lead Screening**

2.2.1. Percent of children three (3) years of age who had two (2) or more capillary or venous lead blood test for lead poisoning by their third birthday. (NH MCHS).

2.2.1.1. Numerator: All patient children who received at least one capillary or venous lead screening test between nine (9) months to eighteen (18) months of age **AND** one (1) capillary or venous lead screening test between nineteen (19) to thirty (30) months of age.

Contractor Initials
Date

2.2.1.2. Denominator: All patient children who turned three (3) years old during the measurement year that had at least one (1) medical visit during the measurement year.

2.3. Preventive Health: Adolescent Well-Care Visit

2.3.1. Percent of adolescents, twelve (12) through twenty-one (21) years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year (HEDIS).

2.3.1.1. Numerator: Number of adolescents, ages 12 through 21 years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year.

2.3.1.2. Denominator: Number of patient adolescents, ages 12 through 21 years of age by the end of the measurement year.

2.4. Preventive Health: Depression Screening

2.4.1. Percentage of patients ages twelve (12) and older screened for clinical depression using an age appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NQF 0418, UDS).

2.4.1.1. Numerator: Patients twelve (12) years and older who are screened for clinical depression using an age-appropriate standardized depression screening tool **AND** if positive, a follow-up plan documented.

2.4.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented follow-up plan.

2.4.1.3. Denominator: All patients twelve (12) years and older by the end of the measurement year who had at least one (1) medical visit during the measurement year.

2.4.1.4. Denominator Exception: Depression screening not performed due to medical contraindicated or patient refusal.

2.4.1.5. Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as suicide risk assessment and/or referral to practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.4.2. Maternal Depression Screening

2.4.2.1. Percentage of women who are screened for clinical depression during any visit up to twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NH MCHS).

2.4.2.1.1. Numerator: Women who are screened for clinical depression during the first twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if screened positive have documented follow-up plan.

2.4.2.1.2. Numerator Note: Numerator includes women who screened negative PLUS women who screened positive AND have documented follow-up plan.

2.4.2.1.3. Denominator: All women who had any office visit up to twelve (12) weeks following delivery during the measurement year.

2.4.2.1.4. Denominator Exception: Documentation of depression screening not performed due to medical contraindicated or patient refusal.

2.4.2.1.5. Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as Suicide Risk Assessment and/or referral to a practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.5. Preventive Health: Obesity Screening

2.5.1. Percentage of patients aged 18 years and older with a calculated BMI in the past six months or during the current visit documented in the medical record AND if the most recent BMI is outside of normal parameters, a follow-up plan is documented (NQF 0421, UDS).

2.5.1.1. Normal parameters: Age 65 and older BMI $\geq$ 23 and < 30

Age 18 through 64 BMI $\geq$ 18.5 and < 25

2.5.1.2. Numerator: Patients with BMI calculated within the past six months or during the current visit and a follow-up plan documented if the BMI is outside of parameters (Normal BMI + abnormal BMI with documented plan).

2.5.1.3. Follow-Up Plan: Proposed outline of follow-up plan to be conducted as a result of BMI outside of normal parameters. The follow-up plan can include documentation of a future appointment, education, referral (such as registered dietician, nutritionist, occupational therapist, primary care physician, exercise physiologist, mental health provider, surgeon, etc.), prescription of/administration of dietary supplements, exercise counseling, nutrition counseling, etc.

2.5.1.4. Denominator: All patients aged 18 years and older who had at least one (1) medical visit during the measurement year.

2.5.2. Percent of patients aged 3 through 17 who had evidence of BMI percentile documentation AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year (UDS).

2.5.2.1. Numerator: Number of patients in the denominator who had their BMI percentile (not just BMI or height and weight) documented during the measurement year AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year.

2.5.2.2. Denominator: Number of patients who were one year after their second birthday (i.e., were 3 years of age) through adolescents who were aged up to one year past their 16th birthday (i.e., up until they were 17) at some point during the measurement year, who had at least one medical visit during the reporting year, and were seen by the health center for the first time prior to their 17th birthday.

2.6. Preventive Health: Tobacco Screening

2.6.1. Percent of patients aged 18 years and older who were screened for tobacco use at least once during the measurement year or prior year AND who received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user (UDS).

2.6.1.1. Numerator: Number of patients in the denominator for whom documentation demonstrates that patients were queried about their tobacco use one or more times during their most recent visit OR within twenty-four (24) months of the most recent visit and received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user.

2.6.1.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.6.1.4. Definitions:

2.6.1.4.1. Tobacco Use: Includes any type of tobacco.

2.6.1.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy.

2.6.2. Percent of women who are screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user (NH MCHS).

2.6.2.1. Numerator: Pregnant women who were screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user.

2.6.2.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.2.3. Denominator: All women who delivered a live birth in the measurement year.

2.7. At Risk Population: Hypertension

2.7.1. Percentage of patients aged 18 through 85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90mmHG) during the measurement year (NQF 0018).

2.7.1.1. Numerator: Number of patients from the denominator with blood pressure measurement less than 140/90 mm HG at the time of their last measurement.

2.7.1.2. Denominator: Number of patients age 18 through 85 with diagnosed hypertension (must have been diagnosed with hypertension 6 or more months before the measurement date) who had at least one (1) medical visit during the measurement year. (Excludes pregnant women and patients with End Stage Renal Disease.)

2.8. Patient Safety: Falls Screening

2.8.1. Percent of patients aged 65 years and older who were screened for fall risk at least once within 12 months (NH MCHS).

2.8.1.1. Numerator: Patients who were screened for fall risk at least once within the measurement year.

2.8.1.2. Denominator: All patients aged 65 years and older seen by a health care provider within the measurement year.

2.9. SBIRT

2.9.1. SBIRT – Percent of patients aged 18 years and older who were screened for substance use, using a formal valid screening tool, during any medical visit AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.1.1. Numerator: Number of patients in the denominator who were screened for substance use, using a formal valid screening tool, during any medical visit AND if positive, who received a brief intervention and/or referral to services.

2.9.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.9.1.4. Definitions:

2.9.1.4.1. Substance Use: Includes any type of alcohol or drug.

2.9.1.4.2. Brief Intervention: Includes guidance or counseling.

2.9.1.4.3. Referral to Services: includes any recommendation of direct referral for substance abuse services.

2.9.2. Percent of pregnant women who were screened, using a formal valid screening tool, for substance use, during every trimester they are enrolled in the prenatal program AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.2.1. Numerator: Number of women in the denominator who were screened for substance use, using a formal and valid screening tool, during each trimester that they were enrolled in the prenatal program AND if positive, received a brief intervention or referral to services

2.9.2.2. Numerator Note: numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.2.3. Denominator: Number of women enrolled in the agency prenatal program and who had a live birth during the measurement year.

Exhibit B-4 Amendment #1
Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: Indian Stream Health Center

Budget Request for: Primary Care

Budget Period: April 1, 2020 - June 30, 2020 (SFY 20)

Line Item	Total Program Cost: Direct (Incremental)	Total Program Cost: Indirect (Fixed)	Total Program Cost: Total	Contractor Share / Match: Direct (Incremental)	Contractor Share / Match: Indirect (Fixed)	Contractor Share / Match: Total	Funded by DHHS contract share: Direct (Incremental)	Funded by DHHS contract share: Indirect (Fixed)	Funded by DHHS contract share: Total
1. Total Salary/Wages	$ 18,457		$ 18,457	$ -	$ -	$ -	$ 18,457		$ 18,457
2. Employee Benefits	$ 4,430		$ 4,430	$ 4,430	$ -	$ 4,430	$ -		$ -
3. Consultants				$ -	$ -	$ -			
4. Equipment:				$ -	$ -	$ -			
Rental				$ -	$ -	$ -			
Repair and Maintenance				$ -	$ -	$ -			
Purchase/Depreciation				$ -	$ -	$ -			
5. Supplies:				$ -	$ -	$ -			
Educational				$ -	$ -	$ -			
Lab	$ -	$ -	$ -	$ -	$ -	$ -			
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -			
Medical	$ -	$ -	$ -	$ -	$ -	$ -			
Office	$ -	$ -	$ -	$ -	$ -	$ -			
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -			
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -			
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -			
Telephone	$ -	$ -	$ -	$ -	$ -	$ -			
Postage	$ -	$ -	$ -	$ -	$ -	$ -			
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -			
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -			
Insurance	$ -	$ -	$ -	$ -	$ -	$ -			
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -			
9. Software	$ -	$ -	$ -	$ -	$ -	$ -			
10. Marketing/Communications				$ -	$ -	$ -			
11. Staff Education and Training				$ -	$ -	$ -			
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -			
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -			
	$ -	$ -	$ -	$ -	$ -	$ -			
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 22,887.00	$ -	$ 22,887.00	$ 4,430.00	$ -	$ 4,430.00	$ 18,457.00	$ -	$ 18,457.00
Indirect As A Percent of Direct		0.0%							

Exhibit B-5 Amendment #1
Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: Indian Stream Health Center

Budget Request for: Primary Care
(Name of RFP)

Budget Period: July 1, 2020 - June 30, 2021 (SFY 21)

Line Item	Total Program Cost: Direct Incremental	Total Program Cost: Indirect Fixed	Total Program Cost: Total	Contractor Share / Match: Direct Incremental	Contractor Share / Match: Indirect Fixed	Contractor Share / Match: Total	Funded by DHHS contract share: Direct Incremental	Funded by DHHS contract share: Indirect Fixed	Funded by DHHS contract share: Total
1. Total Salary/Wages	$ 73,826		$ 73,826	$ -	$ -	$ -	$ 73,826		$ 73,826
2. Employee Benefits	$ 17,718		$ 17,718	$ 17,718	$ -	$ 17,718	$ -		$ -
3. Consultants				$ -	$ -	$ -			
4. Equipment:				$ -	$ -	$ -			
Rental				$ -	$ -	$ -			
Repair and Maintenance				$ -	$ -	$ -			
Purchase/Depreciation				$ -	$ -	$ -			
5. Supplies:				$ -	$ -	$ -			
Educational				$ -	$ -	$ -			
Lab	$ -	$ -	$ -	$ -	$ -	$ -			
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -			
Medical	$ -	$ -	$ -	$ -	$ -	$ -			
Office	$ -	$ -	$ -	$ -	$ -	$ -			
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -			
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -			
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -			
Telephone	$ -	$ -	$ -	$ -	$ -	$ -			
Postage	$ -	$ -	$ -	$ -	$ -	$ -			
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -			
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -			
Insurance	$ -	$ -	$ -	$ -	$ -	$ -			
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -			
9. Software	$ -	$ -	$ -	$ -	$ -	$ -			
10. Marketing/Communications				$ -	$ -	$ -			
11. Staff Education and Training				$ -	$ -	$ -			
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -			
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -			
	$ -	$ -	$ -	$ -	$ -	$ -			
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 91,544.00	$ -	$ 91,544.00	$ 17,718.00	$ -	$ 17,718.00	$ 73,826.00	$ -	$ 73,826.00

Indirect As A Percent of Direct 0.0%

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that INDIAN STREAM HEALTH CENTER, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 01, 2004. 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: 476373

Certificate Number : **0004084530**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 16th day of April A.D. 2018.

William M. Gardner

Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

I, Gail Fisher of the Indian Stream Health Center do hereby certify that:

1. I am the duly elected President of the Indian Stream Health Center
   This company may enter into any and all contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, acting through its Department of Health and Human Services.

   RESOLVED: That the Chief Executive Officer hereby authorized on behalf of this company to enter into said contracts with the State, and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate, and Kevin J. Kelley is the duly elected Chief Executive Officer of the company.

2. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of this 17 day of Feb, 2020

   IN WITNESS WHEREOF, I have hereunto set my hand as the President of the Indian Stream Health Center company this 17 day of Feb, 2020

Gail Fisher
Name
Title
Company Name

STATE OF New Hampshire
COUNTY OF Coos

On February 17, 2020 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Billie Paquette
Signature of Notary or Justice of the Peace

Notary Seal

BILLIE J. PAQUETTE, Notary Public, New Hampshire
My Commission Expires November 22, 2022

Name/Title of Notary or Justice of Peace

My Commission Expires: _____

INDISTR-01 PCANTLIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/4/2020

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
INSURED Indian Stream Health Center, Inc. 141 Corliss Lane Colebrook, NH 03576	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Tri-State Insurance Company of Minnesota — 31003 INSURER B : Acadia — 31325 INSURER C : Union Insurance Co — 25844 INSURER D : AIX Specialty Insurance Co — 12833 INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:			ADV5262378-13	7/1/2019	7/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			ADV5262378-13	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			CUA5263140-13	7/1/2019	7/1/2020	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WCA5262647-13	7/1/2019	7/1/2020	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
D	FTCA Gap Liability			L1VA633646	7/1/2019	7/1/2020	Limit Each Claim	1,000,000
D	Errors & Omissions			L1VA633646	7/1/2019	7/1/2020	Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Cyber Liability:
Limit Per Claim: $1,000,000
Aggregate Limit: $1,000,000
Retention: $5,000

CERTIFICATE HOLDER

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

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.

AUTHORIZED REPRESENTATIVE

Bart Cote

INDIAN STREAM HEALTH CENTER

MISSION:
Optimizing health and well being within the communities we serve.

VISION:
ISHC provides high quality healthcare, promotes wellness, and reduces barriers to care.

141 Corliss Lane
Colebrook NH 03576
Telephone: (603) 237-8336 Facsimile: (603) 237-4467
www.indianstream.org

Indian Stream Health Center, Inc.

Financial Statements,
Schedule of Expenditures of Federal
Awards, Internal Control and Compliance
(With Supplementary Information)
and Independent Auditor's Reports

December 31, 2018 and 2017

COHN REZNICK

ACCOUNTING • TAX • ADVISORY

Indian Stream Health Center, Inc.

Index

Independent Auditor's Report

To the Board of Directors
Indian Stream Health Center, Inc.

Report on the Financial Statements

We have audited the accompanying financial statements of Indian Stream Health Center, Inc., which comprise the statements of financial position as of December 31, 2018 and 2017, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Indian Stream Health Center, Inc. as of December 31, 2018 and 2017, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* (CFR) 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 auditing standards generally accepted in the United States of America. 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 17, 2019 on our consideration of Indian Stream Health Center, Inc.'s internal control over financial reporting and on our tests of its 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 Indian Stream Health Center, Inc.'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 Indian Stream Health Center, Inc.'s internal control over financial reporting and compliance.

CohnReznick LLP

Hartford, Connecticut
September 17, 2019

Indian Stream Health Center, Inc.

Statements of Financial Position
December 31, 2018 and 2017

Assets

	2018	2017
Current assets		
Cash and cash equivalents	$ 179,287	$ 171,121
Patient services receivable, net	205,381	172,379
Grants receivable	13,119	1,024
Pharmacy receivable	98,716	162,462
Other receivables	57,937	52,090
Inventory	88,538	98,978
Prepaid expenses and other current assets	68,496	83,471
Total current assets	711,474	741,525
Property and equipment, net	2,062,393	2,235,279
Total assets	$ 2,773,867	$ 2,976,804

Liabilities and Net Assets

Current liabilities		
Accounts payable and accrued expenses	$ 510,428	$ 413,590
Accrued payroll and related expenses	155,315	169,587
Deferred revenue	42,716	5,420
Current portion of long-term debt	43,185	41,274
Total current liabilities	751,644	629,871
Long-term liabilities		
Long-term debt, less current portion	190,871	233,331
Total long-term liabilities	190,871	233,331
Total liabilities	942,515	863,202
Commitments and contingencies		
Net assets		
Net assets without donor restrictions	1,831,352	2,113,602
Total liabilities and net assets	$ 2,773,867	$ 2,976,804

See Notes to Financial Statements.

Indian Stream Health Center, Inc.

Statements of Activities
Years Ended December 31, 2018 and 2017

	2018	2017
Changes in net assets		
Revenue and support		
Patient service revenue (net of contractual allowances and discounts)	$ 2,441,807	$ 2,748,580
Provision for uncollectible accounts	(127,717)	(129,837)
Net patient service revenue	2,314,090	2,618,743
Grant revenue	2,028,678	2,260,528
Pharmacy revenue	1,249,398	1,389,177
Other income	436,764	326,662
Total revenue and support	6,028,930	6,595,110
Operating expenses		
Program services	4,270,629	5,381,769
General and administrative	2,040,551	2,532,120
Total operating expenses	6,311,180	7,913,889
Change in net assets	(282,250)	(1,318,779)
Net assets, beginning	2,113,602	3,432,381
Net assets, end	$ 1,831,352	$ 2,113,602

See Notes to Financial Statements.

Indian Stream Health Center, Inc.

Statement of Functional Expenses
Year Ended December 31, 2018

	Program services	General and administrative	Total
Expenses			
Salaries and benefits	$ 2,899,812	$ 1,235,572	$ 4,135,384
Supplies	132,269	41,148	173,417
Insurance	38,763	15,865	54,628
Occupancy	142,659	58,386	201,045
Pharmacy costs	587,300	-	587,300
Equipment rental	-	36,562	36,562
Transportation	6,690	5,317	12,007
Contract services	243,010	487,858	730,868
Other expenses	115,431	105,046	220,477
Depreciation and amortization	104,695	42,849	147,544
Interest expense	-	11,948	11,948
Total expenses	$ 4,270,629	$ 2,040,551	$ 6,311,180

See Notes to Financial Statements.

Indian Stream Health Center, Inc.

Statement of Functional Expenses
Year Ended December 31, 2017

	Program services	General and administrative	Total
Expenses			
Salaries and benefits	$ 3,627,810	$ 1,286,970	$ 4,914,780
Supplies	128,530	64,962	193,492
Insurance	26,787	10,963	37,750
Occupancy	164,938	67,505	232,443
Pharmacy costs	708,725	-	708,725
Equipment rental	-	89,896	89,896
Transportation	12,262	30,062	42,324
Contract services	353,041	599,800	952,841
Other expenses	274,574	332,677	607,251
Depreciation and amortization	85,102	34,830	119,932
Interest expense	-	14,455	14,455
Total expenses	$ 5,381,769	$ 2,532,120	$ 7,913,889

See Notes to Financial Statements.

Indian Stream Health Center, Inc.

Statements of Cash Flows
Years Ended December 31, 2018 and 2017

	2018	2017
Cash flows from operating activities		
Change in net assets	$ (282,250)	$ (1,318,779)
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities		
Provision for uncollectible accounts	127,717	129,837
Grants for capital expenditures	-	(29,135)
Depreciation and amortization	147,544	119,932
Construction in process written off	25,342	-
Amortization of debt issuance costs	636	636
Assets limited as to use	-	65,000
Changes in operating assets and liabilities		
Patient services receivable	(160,719)	(76,681)
Grants receivable	(12,095)	10,852
Pharmacy receivable	63,746	4,588
Other receivables	(5,847)	12,437
Inventory	10,440	(4,521)
Prepaid expenses and other current assets	14,975	(13,066)
Accounts payable and accrued expenses	96,838	311,023
Accrued payroll and related expenses	(14,272)	(58,015)
Deferred revenue	37,296	(103,402)
Net cash provided by (used in) operating activities	49,351	(949,294)
Cash flows from investing activities		
Purchase of property and equipment	-	(240,940)
Net cash used in investing activities	-	(240,940)
Cash flows from financing activities		
Proceeds from grants for capital expenditures	-	29,135
Principal payments on long-term debt	(41,185)	(39,315)
Net cash used in financing activities	(41,185)	(10,180)
Net increase (decrease) in cash and cash equivalents	8,166	(1,200,414)
Cash and cash equivalents, beginning	171,121	1,371,535
Cash and cash equivalents, end	$ 179,287	$ 171,121
Supplemental disclosures of cash flow data		
Interest paid	$ 11,312	$ 13,819

See Notes to Financial Statements.

Note 1 - Organization and summary of significant accounting policies

Nature of operations

Indian Stream Health Center, Inc. (the "Center") is a non-stock, not-for-profit corporation organized in New Hampshire. The Center is a Federally Qualified Health Center ("FQHC") which provides outpatient healthcare and disease prevention services to residents of rural communities located in New Hampshire, Vermont, and Maine.

The U.S. Department of Health and Human Services (the "DHHS") provides substantial support to the Center. The Center is obligated under the terms of the DHHS grants to comply with specified conditions and program requirements set forth by the grantor.

Basis of presentation

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. The Center reports information regarding its financial position and activities according to the following net asset categories.

Net assets without donor restrictions - Net assets without donor restrictions represent available resources other than donor-restricted contributions. Included in net assets without donor restrictions are funds that may be earmarked for specific purposes.

Net assets with donor restrictions - Net assets subject to donor (or certain grantor) imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. At December 31, 2018 and 2017, there were no net assets with donor restrictions.

Use of estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and cash equivalents

The Center considers all highly liquid investments purchased with a maturity of three months or less to be cash equivalents.

Performance indicator

The statement of activities includes the change in net assets as the performance indicator.

Concentrations of credit risk

The Center's financial instruments that are exposed to concentrations of credit risk consist primarily of cash and cash equivalents, patient service revenue and receivables and grants revenue and receivables.

The Center maintains cash in bank accounts which, at times, may exceed federally insured limits. The Center has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk for cash. As of December 31, 2018, no amounts were in excess of the federally insured limits.

Patient accounts receivable
The collection of receivables from third-party payors and patients is the Center's primary source of cash for operations and is critical to its operating performance. The primary collection risks relate to uninsured patient accounts and patient accounts for which the primary insurance payor has paid, but patient responsibility amounts (deductibles and copayments) remain outstanding. Patient receivables from third-party payors are carried at a net amount determined by the original charge for the service provided, less an estimate made for contractual adjustments or discounts provided to third-party payors.

Receivables due directly from patients are carried at the original charge for the service provided less discounts provided under the Center's charity care policy, less amounts covered by third-party payors and less an estimated allowance for doubtful accounts. Management determines the allowance for doubtful accounts by identifying troubled accounts and by historical experience applied to an aging of accounts. The Center considers accounts past due when they are outstanding beyond 60 days with no payment. The Center does not charge interest on past due accounts. Patient receivables are written off to the provision for uncollectible accounts when deemed uncollectible. Recoveries of receivables previously written off are recorded as a reduction of the provision for uncollectible accounts when received.

Inventory
Inventory consists of pharmaceutical drugs which are stated at the lower of cost or market, with cost determined on the first-in, first-out method.

Property and equipment
Property and equipment are recorded at cost and depreciated on a straight-line basis over the estimated useful life of each asset, which range from 3 to 40 years. Expenditures exceeding $5,000 are capitalized. Leasehold improvements are amortized over the shorter of the lease term or their respective estimated useful lives, which range from three to ten years.

Certain property and equipment have been purchased with grant funds received from DHHS. Such items or a portion thereof may be reclaimed by the federal government if not used to further the grant's objectives.

Expenditures for repairs and maintenance are charged to expense as incurred. For assets sold or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts, and any resulting gain or loss is reflected in the statements of activities.

Debt issuance costs
Debt issuance costs, net of accumulated amortization, are reported as a direct deduction from the face amount of the debt to which such costs relate. Amortization of debt issuance costs is reported as a component of interest expense and is computed using an imputed interest rate on the related loan.

Revenue recognition
Patient service revenue
The Center has agreements with third-party payors that provide for payments to the Center at amounts different from its established rates. Payment arrangements include predetermined fee schedules and discounted charges. Service fees are reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered, including retroactive adjustments under reimbursement agreements with third-party payors, which are subject to audit by administrating agencies. These adjustments are accrued on an estimated basis and are adjusted in future periods as final settlements are determined.

The Center provides care to certain patients under Medicaid and Medicare payment arrangements. Laws and regulations governing the Medicaid and Medicare programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action. Self-pay revenue is recorded at published charges with charitable care deducted to arrive at gross self-pay revenue. Contractual allowances are then deducted to arrive at net self-pay patient revenue.

Charity care and community benefits
The Center is open to all patients, regardless of their ability to pay. In the ordinary course of business, the Center renders services to patients who are financially unable to pay for healthcare. The Center provides care to these patients who meet certain criteria under its sliding fee discount policy without charge or at amounts less than the established rates. Charity care services are computed using a sliding fee scale based on patient income and family size. The Center maintains records to identify and monitor the level of sliding fee discount it provides. For uninsured self-pay patients that do not qualify for charity care, the Center recognizes revenue on the basis of its standard rates for services provided or on the basis of discounted rates, if negotiated or provided by policy. On the basis of historical experience, a significant portion of the Center's uninsured patients will be unable or unwilling to pay for the services provided. Thus, the Center records a significant provision for uncollectable accounts related to uninsured patients in the period the services are provided.

Community benefit represents the cost of services for Medicaid, Medicare and other public patients that the Center is not reimbursed for.

Based on the cost of patient services during the years ended December 31, 2018 and 2017, charity care amounted to approximately $121,000 and $290,000, respectively, and community benefit amounted to approximately $2,499,000 and $3,081,000, respectively.

Pharmacy revenue
The Center participates in Section 340B of the Public Health Service Act ("PHS Act"), *Limitation on Prices of Drugs Purchased by Covered Entities*. Participation in this program allows the Center to purchase pharmaceuticals at discounted rates for prescriptions to eligible patients. The Center has an in-house pharmacy and also contracts with an outside pharmacy and records revenue based on the price of the pharmaceuticals dispensed.

Grants
Revenue from government grants and contracts designated for use in specific activities is recognized in the period when expenditures have been incurred in compliance with the grantor's requirements. Grants and contracts awarded for the acquisition of long-lived assets are reported as nonoperating income, in the absence of donor stipulations to the contrary, during the fiscal year in which the assets are acquired. Cash received in excess of revenue recognized is recorded as deferred revenue. These grants require the Center to provide certain healthcare services during specified periods. If such services are not provided during the periods, the governmental entities are not obligated to expend the funds allocated under the grants.

Contributions
Contributions are recorded as restricted revenue if they are received with donor stipulations that limit the use of the donated asset. Contributions received with no donor stipulations are recorded as unrestricted revenue. 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 are reported in the statement of activities as net assets released from

restrictions. Donor-restricted contributions whose restrictions expire during the same fiscal year are recognized as unrestricted revenue. Contributions are recorded at fair value when received.

Donated goods and services
Donated goods and services are recorded at fair value at the time of the donation.

In-kind contributions
In-kind contributions consist primarily of medical supplies and are recorded at the fair value of the supplies provided. The fair value of those goods as provided by the funding source was approximately $57,000 and $53,000, respectively, for the years ended December 31, 2018 and 2017, and is recorded as grant revenue along with a corresponding charge to supplies and other on the statements of activities.

Functional expenses
The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Therefore, expenses are required allocation on a reasonable basis that is consistently applied. The expenses that are allocated include occupancy, equipment rental, insurance, and deprecation which are allocated on a square footage basis. The Center allocates salaries and wages, and transportation based on actual expenses incurred. A weighted average methodology is used for employee benefits, contract services, supplies, interest and other expenses.

Income taxes
The Center was incorporated as a not-for-profit entity and is exempt from federal and state income tax under the provisions of the Internal Revenue Code Section 501(c)(3).

The Center has no unrecognized tax benefits at December 31, 2018 and 2017. The Center's federal and state information returns prior to fiscal year 2015 are closed and management continually evaluates expiring statutes of limitations, audits, proposed settlements, changes in tax law and new authoritative rulings.

The Center recognizes interest and penalties associated with tax matters, as operating expenses and includes accrued interest and penalties with accrued expenses in the statements of financial position.

Interest earned on federal funds
Interest earned on federal funds is recorded as a payable to United States Public Health Service ("PHS") in compliance with the regulations of the United States Office of Management and Budget.

New accounting pronouncement
During 2018, the Center adopted the provisions of Financial Accounting Standards Board Accounting Standards Update ("ASU") 2016-14 Not-for-Profit Entities (Topic 958): *Presentation of Financial Statements of Not-for-Profit Entities*. The provisions improve the usefulness and reduce the complexities of information provided to donors, grantors, creditors, and other users of the financial statements by eliminating the distinction between resources with permanent restrictions and those with temporary restrictions from the face of the financial statements. Enhanced disclosures in the notes to the financial statements will provide useful information about the nature, amounts and effects of the various types of donor-imposed restrictions, which often include limits on the purposes for which resources can be used as well as the time frame for their use. The guidance also enhances disclosures for board designated amounts, composition of net assets without donor restrictions, liquidity and expenses both in their nature and functional classification. While the adoption of the ASU 2016-14 requires net assets to be presented with and without donor restrictions, the ASU had no effect on the Center's total net assets.

Reclassifications
Certain prior year amounts have been reclassified to conform to current year presentation.

Subsequent events
The Center has evaluated events and transactions through September 17, 2019, which is the date the financial statements were available to be issued (see Note 11).

Note 2 - Liquidity

The Center regularly monitors liquidity required to meet its annual operating needs and other contractual commitments. As of December 31, 2018, the Center had the following financial assets available to meet annual operating needs for the 2019 fiscal year as follows:

Cash and cash equivalents	$ 179,287
Patient services receivable, net	205,381
Grants receivable	13,119
Pharmacy receivable	98,716
Other receivables	57,937
Total financial assets available to meet general expenditures over the next 12 months.	$ 554,440

As part of the Center's liquidity management, the Center keeps its financial assets available as its general expenditures, liabilities, and other obligations come due. In March 2019, the Center received a $300,000 Community Benefit Grant which will be used to reduce outstanding payables and improve the liquidity of the Center.

Note 3 - Patient services receivable, net

Patient services receivable, net, consist of the following as of December 31:

	2018	2017
Medicaid	$ 85,705	$ 97,960
Medicare	94,610	67,165
Commercial insurance	59,287	114,823
Self-pay patients	45,012	80,389
	284,614	360,337
Less allowance for doubtful accounts	(79,233)	(187,958)
	$ 205,381	$ 172,379

Patient services receivable are reduced by an allowance for doubtful accounts. In evaluating the collectability of patient services receivable, the Center analyzes its past history and identifies trends for each of its major payor sources of revenue to estimate the appropriate allowance for doubtful accounts and provision for uncollectible accounts. Management regularly reviews data about these major payor sources of revenue in evaluating the sufficiency of the allowance for doubtful accounts.

For receivables associated with services provided to patients who have third-party coverage, the Center analyzes contractually due amounts and provides an allowance for doubtful accounts and a provision for uncollectible accounts, if necessary (for example, for expected uncollectible deductibles and copayments on accounts for which the third-party payor has not yet paid, or for payors who are known to be having financial difficulties that make the realization of amounts due unlikely).

For receivables associated with self-pay patients (which includes both patients without insurance and patients with deductible and copayment balances due for which third-party coverage exists for part of the bill), the Center records a provision for uncollectible accounts in the period of service on the basis of its past experience, which indicates that many patients are unable or unwilling to pay the portion of their bill for which they are financially responsible. The difference between the standard rates (or the discounted rates provided by the Center's policy) and the amounts actually collected after all reasonable collection efforts have been exhausted is charged off against the allowance for doubtful accounts.

The Center's allowance for doubtful accounts was 28% and 52%, respectively, of patient accounts receivable at December 31, 2018 and 2017. The Center annually updates its charity care and uninsured discount policies. The Center had approximately $11,000 and $0, respectively, of write-offs during the years ended December 31, 2018 and 2017.

Note 4 - Grants receivable and revenue

Grants receivable are evidenced by contracts with a variety of federal and state government agencies and, based on historical experience, management believes these receivables represent negligible credit risk. Accordingly, management has not established an allowance for doubtful accounts.

The Center receives a significant amount of grants from DHHS. As with all government funding, these grants are subject to reduction or termination in future years. For the years ended December 31, 2018 and 2017, grants from DHHS (including both direct awards and awards passed through other organizations) consisted of 94% of grant revenue.

Note 5 - Property and equipment

Property and equipment consisted of the following at December 31:

	2018	2017
Land and improvements	$ 345,704	$ 345,704
Furniture and equipment	457,750	457,750
Buildings and improvements	2,034,011	2,034,011
Total property and equipment	2,837,465	2,837,465
Construction in progress	-	25,342
	2,837,465	2,862,807
Less accumulated depreciation and amortization	(775,072)	(627,528)
	$ 2,062,393	$ 2,235,279

The Center has made renovations to buildings with federal grant funding under the Capital Improvement Program and the Capital Development Program. In accordance with the grant agreements, a Notice of Federal Interest ("NFI") is required to be filed in the appropriate official records of the jurisdiction in which the property is located. The NFI is designed to notify any prospective buyer or creditor that the Federal Government has a financial interest in the real property acquired under the aforementioned grant; that the property may not be used for any purpose inconsistent with that authorized by the grant program statute and applicable regulations; that the property may not be mortgaged or otherwise used as collateral without the written permission of the Associate Administrator of the Office of Federal Assistance Management, Health Resources and Services Administration ("OFAM, HRSA"); and that the property may not be sold or transferred to another party without the written permission of the Associate Administrator of OFAM and HRSA.

Note 6 - Long-term debt

Long-term debt consists of the following as of December 31:

	2018	2017
Mortgage note, payable to a local bank in monthly installments of principal and interest of $2,466 with an interest rate fixed at 4.6% through December 2023 at which time the remaining principal is due; collateralized by a first mortgage on property and equipment with 90% of balance guaranteed by the United States Department of Agriculture. Unamortized debt issuance costs were $3,199 and $3,835 as of December 31, 2018 and 2017, respectively. Loan costs on the above loan are being amortized using an imputed interest rate of approximately 5.375%.	$ 131,949	$ 154,894
Note payable to a local bank with an interest rate fixed at 4.6%, with monthly payments of principal and interest of $1,962 through December 2023, collateralized by a second mortgage on property and equipment with 90% of the balance guaranteed by the United States Department of Agriculture.	105,306	123,546
	237,255	278,440
Less unamortized debt issuance costs	(3,199)	(3,835)
Less current maturities	(43,185)	(41,274)
	$ 190,871	$ 233,331

Aggregate annual maturities on long-term debt for the five years subsequent to December 31, 2018 and thereafter are as follows:

2019	$ 43,185
2020	45,214
2021	47,338
2022	49,562
2023	50,640
Thereafter	1,316
	$ 237,255

Interest expense incurred on all debt amounted to $11,948 and $13,819, respectively, for the years ended December 31, 2018 and 2017.

Note 7 - Operating leases

The Center leases program and administrative space from an unrelated party through April 2030. The Center also leases a parking lot from an unrelated party through October 2045. Future minimum lease payments for the five years subsequent to December 31, 2018 and thereafter are as follows:

2019	$ 6,824
2020	6,824
2021	7,248
2022	7,672
2023	7,672
Thereafter	40,233
	$ 76,473

Note 8 - Pension plan

The Center sponsors a SIMPLE IRA defined contribution plan that includes a 3% employer matching contribution. The Center contributed $64,830 and $72,621, respectively, to the plan during the years ended December 31, 2018 and 2017.

Note 9 - Patient service revenue (net of contractual allowances and discounts)

The Center recognizes patient service revenue associated with services provided to patients who have Medicaid, Medicare and third-party payor coverage on the basis of contractual rates for services rendered.

For the years ended December 31, 2018 and 2017, patient service revenue, net of contractual allowances and discounts, consists of the following:

	2018	2017
Medicaid	$ 685,293	$ 832,324
Medicare	1,072,426	1,081,257
Third-party payors	567,827	683,978
Self-pay patients	116,261	151,021
	$ 2,441,807	$ 2,748,580

Medicaid and Medicare revenue is reimbursed to the Center at the net reimbursement rates determined by each program. Reimbursement rates are subject to revisions under the provision of reimbursement regulations. Adjustments for such revisions are recognized in the fiscal year incurred.

Note 10 - Commitments and contingencies

The Center has contracted with various funding agencies to perform certain healthcare services and receives Medicaid and Medicare revenue from federal, state and local governments. Reimbursements received under these contracts and payments from Medicaid and Medicare are subject to audit by federal, state and local governments and other agencies. Upon audit, if discrepancies are discovered, the Center could be held responsible for refunding the amounts in question.

The healthcare industry is subject to voluminous and complex laws and regulations of federal, state and local governments. Compliance with such laws and regulations can be subject to future government review and interpretation as well as regulatory actions unknown or unasserted at this time. These laws and regulations include, but are not necessarily limited to, matters such as licensure, accreditation, government healthcare program participation requirements, reimbursement laws and regulations, anti-kickback and anti-referral laws and false claims prohibitions.

In recent years, government activity has increased with respect to investigations and allegations concerning possible violations of reimbursement, false claims, anti-kickback and anti-referral statutes and regulation by healthcare providers. The Center believes that it is in material compliance with all applicable laws and regulations and is not aware of any pending or threatened investigations involving allegations of potential wrongdoing. Upon audit, if discrepancies are discovered, the Center could be held responsible for refunding the amounts in question.

The Center maintains its medical malpractice coverage under the Federal Tort Claims Act (the "FTCA"). The FTCA provides malpractice coverage to eligible PHS supported programs and applies to the Center and its employees while providing services within the scope of employment included under grant-related activities. The Attorney General, through the U.S. Department of Justice, has the responsibility for the defense of the individual and/or grantee for malpractice cases approved for FTCA coverage. The Center also maintains "claims made" gap insurance with coverage of $1,000,000 per claim and $3,000,000 in the aggregate.

Note 11 - Subsequent events

Subsequent to year end the Center received a $300,000 Community Betterment Grant from Upper Connecticut Valley Hospital (the "Hospital") to fund the general operations of the Center. The Center also received a $50,000 Electronic Health Record Grant and a loan for up to $100,000 from the Hospital to fund the purchase of a new Electronic Health Record system. The loan bears interest at zero percent and is payable in 24 monthly installments with a delay of 24 months before payments begin.

Supplementary Information

Indian Stream Health Center, Inc.

Schedule of Expenditures of Federal Awards
Year Ended December 31, 2018

Federal grantor/pass-through grantor/program or cluster title	Federal CFDA number	Pass-through entity identifying number	Passed through to subrecipients	Total federal expenditures
U.S. Department of Health and Human Services				
Health Center Program Cluster				
Health Center Program	93.224	N/A	$ -	$ 634,837
Grants for New and Expanded Services under the Health Center Program	93.527	N/A	-	1,237,695
Total Health Center Program Cluster			-	1,872,532
Passed through from Coos County Family Health Services				
Preventive Health and Health Services Block Grant funded solely with Prevention and Public Health Funds (PPHF)	93.758	Not Available	-	2,807
Passed through the State of New Hampshire Department of Health and Human Services				
Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations	93.898	NU58DP006298	-	2,583
Maternal and Child Health Services Block Grant to the States	93.994	B04MC30627	-	20,390
Total expenditures of federal awards			$ -	$ 1,898,312

See Notes to Schedule of Expenditures of Federal Awards.

Indian Stream Health Center, Inc.

Notes to Schedule of Expenditures of Federal Awards
December 31, 2018

Note 1 - Basis of presentation

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal award activity of Indian Stream Health Center, Inc. (the "Center") under programs of the federal government for the year ended December 31, 2018. The information in the Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"). Because the Schedule presents only a selected portion of the operations of the Center, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Center.

Note 2 - Summary of significant accounting policies

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

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

To the Board of Directors
Indian Stream Health Center, Inc.

We have audited, in accordance with the auditing standards generally accepted in the United States of America 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 Indian Stream Health Center, Inc. (the "Center"), which comprise the statement of financial position as of December 31, 2018, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated September 17, 2019.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Center's internal control over financial reporting ("internal control") to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Center's internal control. Accordingly, we do not express an opinion on the effectiveness of the Center'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 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 and, therefore, material weaknesses or significant deficiencies may exist that were not identified. We did identify a certain deficiency in internal control, described in the accompanying schedule of findings and questioned costs as Finding 2018.001, that we consider to be a material weakness.

Compliance and Other Matters

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

Indian Stream Health Center, Inc.'s Response to Finding

The Center's response to the finding identified in our audit is described in the accompanying schedule of findings and questioned costs. The Center's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

This 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 the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

CohnReznick LLP

Hartford, Connecticut
September 17, 2019

Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control over Compliance Required by the Uniform Guidance

To the Board of Directors
Indian Stream Health Center, Inc.

Report on Compliance for Each Major Federal Program

We have audited Indian Stream Health Center, Inc.'s (the "Center") compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the Center's major federal programs for the year ended December 31, 2018. The Center's major federal programs are 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 each of the Center's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; 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 the Center'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 each major federal program. However, our audit does not provide a legal determination of the Center's compliance.

Opinion on Each Major Federal Program

In our opinion, the Center complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2018.

Other Matters

The results of our auditing procedures disclosed an instance of noncompliance, which is required to be reported in accordance with the Uniform Guidance and which is described in the accompanying schedule of findings and questioned costs as Finding 2018.002. Our opinion on each major federal program is not modified with respect to this matter.

The Center's response to the noncompliance finding identified in our audit is described in the accompanying schedule of findings and questioned costs. The Center's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control over Compliance

Management of the Center 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 the Center's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each 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 the Center's internal control over compliance.

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

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, we identified a certain deficiency in internal control over compliance, as described in the accompanying schedule of findings and questioned costs as Finding 2018.002, that we consider to be a significant deficiency.

The Center's response to the internal control over compliance finding identified in our audit is described in the accompanying schedule of findings and questioned costs. The Center's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

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.

CohnReznick LLP

Hartford, Connecticut
September 17, 2019

Indian Stream Health Center, Inc.

Schedule of Findings and Questioned Costs
Year Ended December 31, 2018

Section I - Summary of Auditor's Results

Financial Statements

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP: Unmodified opinion

Internal control over financial reporting

- Material weakness(es) identified? ✓ yes ___ no
- Significant deficiency(ies) identified? ___ 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? ✓ yes ___ none reported

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

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? ✓ yes ___ no

Identification of major programs

CFDA Number(s)	Name of Federal Program
	U.S. Department of Health and Human Services Health Center Program Cluster
93.224	Health Center Program
93.527	Grants for New and Expanded Services under the Health Center Program

Dollar threshold used to distinguish between type A and B programs: $750,000

Auditee qualified as low-risk auditee? ___ yes ✓ no

Indian Stream Health Center, Inc.

Schedule of Findings and Questioned Costs
Year Ended December 31, 2018

Section II - Financial Statement Findings

Finding 2018.001 - Cut-Off of Expenses

Criteria
Expenses should be recorded in the period in which they are incurred to ensure the financial statements are presented fairly in accordance with accounting principles generally accepted in the United States of America ("GAAP").

Condition
Multiple instances were noted in which expenses incurred during 2018 were not properly accrued for at year end, requiring adjustments to properly account for the transactions in the correct accounting period.

Cause
The Center did not have effective controls in place to ensure there is proper cutoff of expenses.

Effect
This condition may lead to inaccurate financial reporting and potential misstatement of the financial statements.

Identification as Repeat Finding
No.

Recommendation
The Center should review its current policies and procedures to ensure that expenses are being reflected in the correct accounting period.

Views of Responsible Officials and Planned Corrective Actions
There was some transition between the 2017 and 2018 fiscal years. Management will review accruals on a monthly basis and ensure that these are done consistently.

Indian Stream Health Center, Inc.

Schedule of Findings and Questioned Costs
Year Ended December 31, 2018

Section III - Federal Awards Findings and Questioned Costs

Finding 2018.002:	Report Filing
Grantor:	U.S. Department of Health and Human Services
Federal Program Names:	Health Center Program Cluster, Health Center Program, Grants for New and Expanded Services under the Health Center Program
CFDA Numbers:	93.224 and 93.527

Criteria
In accordance with the Uniform Guidance, quarterly reports of recipients of federal funds are required to be submitted within 30 days after the end of each fiscal quarter.

Condition
The Center did not submit their first quarterly report on a timely basis.

Questioned Costs
None.

Cause
The Center was not able to compile the financial information in enough time to complete the report and submit timely.

Effect
The Center did not comply with the appropriate rules and regulations as per the Uniform Guidance.

Identification as Repeat Finding
2017.003.

Recommendation
The Center should implement a series of controls to ensure all accounting records are analyzed and proper support is available in order to ensure that the stipulated reports are submitted on a timely basis to the federal government.

Views of Responsible Officials and Planned Corrective Actions
The first quarter of 2018 was a time of transition. Management is now fully cognizant and up to date on financials. Management also keeps a schedule of the reports that need to be submitted and complies with all federal reporting.

INDIAN STREAM HEALTH CENTER BOARD OF DIRECTOR'S MEMBERSHIP TERMS

As of June 2019

BOARD MEMBER	OFFICER POSITION DATE ELECTED TERM EXPIRES	1ST Full TERM DIRECTORSHIP EXPIRES	2ND Full TERM DIRECTORSHIP EXPIRES	3RD Full Term DIRECTORSHIP EXPIRES
Gail Fisher	President 6/19-6/20	12-Jun	15-Jun	18-Jun
Mike Burtnick		20-Jun	23-Jun	26-Jun
David Thatcher	Treasurer 6/19-6/20	6/21	6/24	6/27
Greg Culley		21-Jun	24-Jun	27-Jun
Lori Morann	Secretary 06/19-6/20	21-Jun	24-Jun	27-Jun
Suzanne Phinney		21-Jun	24-Jun	27-Jun
Myriam Beauchesne		22-Jun	25-Jun	06/28
Scott Colby		22-Jun	25-Jun	06/28

Brenda K Puglisi

[redacted]

[redacted]

October 15, 2012 – Present

Indian Stream Health Center

141 Corliss Lane

Colebrook NH 03576

OBJECTIVE:

An office position where I would be able to utilize my knowledge, educational and professional skills.

SUMMARY OF QUALIFICATIONS:

EXPERIENCE

Supervisor: Jordan Phinney

Responsibilities include but are not limited to: Completion of all household assessments, coordinator of the Medication Assistance Program, Advance Directives, Medicare, NH Medicaid, Marketplace Insurance, assisting with Financial Assistance Applications, coordinates with transportation assistance, assist with Flu Clinics, etc.

August 28, 1998 – October 12, 2012

Pittsburg School

12 School St

Pittsburg NH 03592

Principal: Mr. Bruce Scally

Responsibilities include but are not limited to: Bookkeeping for all in-house accounts, maintaining student records for grades K – 12, all state reports, report cards, yearly school budget and office budget. Handling all aspects of daily office procedures, including assisting the principal.

June 17, 1996 – August 1998

Klebe Insurance Agency

Main St

Colebrook NH 03576

Supervisor: Lisa Klebe

Part time secretarial position with general office duties and CSR duties in Personal Lines Insurance.

August 30, 1993 – May 30, 1996

A.D. Davis Insurance Agency

Main St

Colebrook NH 03576

Supervisor: Helen Andolina

Customer Service Representative in Personal Lines Insurance. Sales and service of all types of Personal Insurance, assisting in the Commercial Lines Department when needed. This was a responsible position, which I filled with minimal supervision, being accountable for all aspects of the operation of this department in the Colebrook branch.

June 1987 – May 1993

Metropolitan Property & Casualty Ins

200 Ames Pond Dr

Tewksbury Ma 01876

Manager: John Ramos

Unit Manager: Mike Lasala

Field Unit – Dispatch:

I was responsible for the work flow of the department. Receiving the claims within the office and dispatching these to the field adjusters and the drive in claims department. I then coordinated the competed claims reports and tracked all work pending lists. I handled these duties for the Greater Boston Area. While in this department I was assigned the special project of testing the enhancements of the new computer system for the home office. I left Metropolitan to relocate to Pittsburg, NH.

EDUCATION:

Pittsburg School 12 School St Pittsburg NH 03592 Graduated in 1981

General & Business studies, including shorthand, bookkeeping & typing.

Hesser College Manchester NH 03102 Completed in 1988

Completed a Word Perfect word processing course with a 4.0 average

STRENGTHS:

I have a proven record of handling responsible positions without the need of supervision. My computer experience is extensive. I have proficient knowledge in Microsoft Word and I have experience using Excel. I enjoy working with people and dealing with the public, I am a team player. I am presently a Notary Public in the State of New Hampshire.

REFERENCES:

Available upon request.

Krista Cotnoir

[redacted]

[redacted]

Education

Community College of Vermont – Newport, VT – Associates of Science in Medical Assisting
May 2016

Skills & Abilities

Sales

- Worked as a cashier at a grocery store from 2008-2011. Involved in customer service and money transactions.

Leadership

- Involved in orientation of new Licensed Nursing Assistants.

Experience

January 2016 – Present
Referrals Coordinator/CMA, Indian Stream Health Center
•Scheduled patients according to availability, urgency and insurance authorization guidelines.
• Verified documents and associated records to catch and resolve discrepancies.
• Utilized computerized Resource and Patient Management System (RPMS) and Electronic Health Record (EHR) system.
• Gathered community resources and coordinated referrals to obtain services.
• Collaborated with interdisciplinary team of professionals, as well as patients and families, to determine appropriate treatment options.

May 2012 – March 2016
Licensed Nursing Assistant, Coos County Nursing Hospital
• Proved/assist residents with personal care
• Transferring residents utilizing equipment as needed such as gait belt and patient lifts
• Obtain vital signs of residents as needed
• Assist in training new Licensed Nursing Assistants and participate in their orientation plan

2012 – March 2016
Waitress, Happy Corner Café
• Customer Service -- obtaining orders from patron and ensuring orders are correct when delievered to patrons

- Customer Satisfaction -- ensuring patrons are satisfied with their food and service
- Inventory of supplies
- In charge of updating the menu items and prices to ensure menus and computer program for ordering matches

Sharon L. Belleville, MT (ASCP)

[redacted]

Summary

Dedicated and reliable Outreach Coordinator with a superb healthcare service record. Adept at explaining a variety of community services and programs and making connections to aid patients in addressing the social determinants of health. Currently a Certified Application Counselor with CMS and Vermont Health Connect and a Vermont Notary. Experience with application and enrollment assistance for Qualified Health Plans, Medicaid, and Medicare (including supplements and part D plans). Assist community members with completing advance directives, transportation, applications for various programs including SNAP, fuel assistance, financial aid and housing. Laboratory and Outreach experience have provided 35 years of experience aiding and assisting people during the most stressful times of their lives.

Education

Wesley College
Dover, DE
Bachelor of Science in Medical Technology — May 1985

Chester County Hospital School of Medical Technology
West Chester, PA
Clinical Internship Certificate — May 1985

Certification

Certified Application Counselor, VT Health Connect and Centers for Medicare & Medicaid Services (CMS) since 2014

VT Notary

American Society of Clinical Pathologists Board of Registry
Medical Technologist
167203
1985 – Present

Work Experience

Community Outreach Coordinator
Indian Stream Health Center
Colebrook, NH & Canaan, VT
April 2014 – Present

-Full time Outreach Coordinator: Responsible for Community Outreach programs and activities. Certified Application Counselor (CMS and VT): Assist with application and enrollment for insurances available through the Federal Marketplace (Healthcare.gov) and Vermont Health Connect, including Medicaid. Assist with application and enrollment in Medicare supplement plans. Tobacco Treatment Specialist: Assist with cessation of use of nicotine containing products, including treatment plans and counseling. Coordinate events including ISHC Annual Meeting, flu shot clinics, information booths at community festivals, etc. Assist with enrollment in various programs, transportation assistance, advance directives, etc. Administer Prenatal Program and Developmental Screening Program. Member of Coos Coalition for Families and Children Leadership Team, Watch Me Grow workgroup, Maternal Depression Screening workgroup and Communications workgroup.

Senior Medical Technologist
Upper Connecticut Valley Hospital
Colebrook, NH
Sept. 1994 – March 2014

-Full time Medical Technologist with generalist and supervisory duties: Responsible for all phases of Laboratory Tests from Collection to Result, Staff Scheduling, Establish/Write Policies and Procedures, Oversee Quality Control Data, Maintain Inventory, Assist in Maintaining CAP Accreditation, Participate in Peer Interviews, Standards Team Member, Rewards and Recognition Team Member, Infection Control Committee Member, Certified College of American Pathologists Laboratory Accreditation Inspector.

Organizational Skills and Technical Skills

Application assistance for various programs and insurances.
Advance Directives assistance
Data collection and maintenance.
Computer skills including Microsoft office, Corel, and several electronic medical record/health care computer systems. Social media for business.
Face to face and telephone communication.
Written correspondence
Computer Skills including HBO Hospital Information Systems, Western Star Blood Bank System, CPSI, EHS, Meditech, Microsoft Office, Corel

Personal Skills

Dependable, Organized, Multitasking, Compassionate, Empathetic, Good Communicator, Team Player, Technical Thinker, Attention to Detail, Proficient, Motivated, Professional

Community Involvement

North Country Chamber of Commerce, Board Member since April 2019

Alice Ward Memorial Library, Trustee since March 2013

Canaan Little League, Board Member 2011-2017

Tanya Crawford
[redacted]

OBJECTIVE

Medical records clerk with several years providing administrative and patient support in medical office settings.

EDUCATION

Hesser College, Manchester, NH
Associates Degree in Computer Science with a focus on Computer Information Systems
Major GPA: 3.85

RELEVANT EXPERIENCE

Indian Stream Health Center

- Patient Services Coordinator/Medical Records Clerk 04/19 - Present
  Assist with daily matters involving the Outreach and Medical Records Departments, under the direct supervision of the Patient & Financial Services Manager
- Medical Records Clerk 07/17 - 04/19
  Accurately input all medical record data related to incoming records and maintain current standards and procedures for processing medical records

Upper Connecticut Valley Hospital

- ED Registration Clerk/HIM Clerk 06/14 - 11/14
  Responsible for accurately registering patients, verifying insurances, answering incoming calls, releasing medical records, counting & depositing large sums of money

Lahey Hitchcock-Indian Stream Clinic

- Medical Secretary 05/95 - 03/99
  Scheduling patient appointments, answering incoming phone calls, input patient information to include insurances, filing medical record documents

Upper Connecticut Valley Hospital

- Switchboard Operator 04/90 - 11/96
  Responsible for answering incoming calls on a busy switchboard, inputting patient information to include insurances, filing medical billing documents, keeping a cash drawer for billing payments and copays

While attending Hesser College, made President's List every semester, inducted into Phi Theta Kappa, received award for highest overall grade point average in Computer Information Systems, graduated Summa Cum Laude, and received the U.S. Achievement Academy National Award.

INDIAN STREAM HEALTH CENTER
KEY PERSONNEL

NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT SFY 20
Sharon Belleville	Outreach Coordinator	$ 41,995	62%	$ 6,509
Brenda Puglisi	Outreach Coordinator	$ 36,400	51%	$ 4,677
Krista Cotnoir	Referrals Coordinator	$ 34,320	41%	$ 3,539
Tanya Crawford	Patient Services Coordinator	$ 36,400	41%	$ 3,732

MLC
276

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES
29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

May 31, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into **retroactive** agreements with the fifteen (15) vendors, as listed in the tables below, for the provision of primary health care services that include preventive and episodic health care for acute and chronic health conditions for people of all ages, statewide; including pregnant women, children, adolescents, adults, the elderly and homeless individuals, effective **retroactive** to April 1, 2018 upon Governor and Executive Council approval through March 31, 2020. 26% Federal Funds and 74% General Funds.

Primary Care Services			
Vendor	**Vendor Number**	**Location**	**Amount**
Ammonoosuc Community Health Services, Inc.	177755-R001	25 Mount Eustis Road, Littleton, NH 03561	$373,662
Coos County Family Health Services, Inc.	155327-B001	133 Pleasant Street, Berlin, NH 03570	$213,277
Greater Seacoast Community Health	154703-B001	311 Route 108, Somersworth, NH 03878	$1,017,629
HealthFirst Family Care Center	158221-B001	841 Central Street, Franklin, NH 03235	$477,877
Indian Stream Health Center	165274-B001	141 Corliss Lane, Colebrook, NH 03576	$157,917

Lamprey Health Care, Inc.	177677-R001	207 South Main Street, Newmarket, NH 03857	$1,049,538
Manchester Community Health Center	157274-B001	145 Hollis Street, Manchester NH 03101	$1,190,293
Mid-State Health Center	158055-B001	101 Boulder Point Drive, Suite 1, Plymouth, NH 03264	$306,570
Weeks Medical Center	177171-R001	170 Middle Street, Lancaster, NH 03584/PO Box 240, Whitefield, NH 03598	$180,885
Sub-Total			***$4,967,648***

Primary Care Services for Specific Counties

Vendor	Vendor Number	Location	Amount
Manchester Community Health Center	157274-B001	145 Hollis Street, Manchester NH 03101	$80,000
Concord Hospital	177653-B011	250 Pleasant St, Concord, NH 03301	$484,176
White Mountain Community Health Center	174170-R001	298 White Mountain Highway, PO Box 2800, Conway, NH 03818	$352,976
Sub-Total			***$917,152***

Primary Care Services for the Homeless

Vendor	Vendor Number	Location	Amount
Greater Seacoast Community Health	154703-B001	311 Route 108, Somersworth, NH 03878	$146,488
Harbor Homes, Inc.	155358-B001	77 Northeastern Blvd, Nashua, NH 03062	$150,848
Sub-Total			***$297,336***

Primary Care Services for the Homeless – Sole Source for Manchester Department of Public Health			
Vendor	**Vendor Number**	**Location**	**Amount**
Manchester Health Department	177433-B009	1528 Elm Street, Manchester, NH 03101	$155,650
Sub-Total			***$155,650***
Primary Care Services Total Amount			**$6,337,786**

Funds are available in the following account for State Fiscal Years 2018 and 2019, and anticipated to be available in State Fiscal Year 2020, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

05-95-90-902010-51900000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, MATERNAL - CHILD HEALTH

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Svcs	90080100	$792,224
2019	102-500731	Contracts for Program Svcs	90080100	$3,168,891
2020	102-500731	Contracts for Program Svcs	90080100	$2,376,671
Total				**$6,337,786**

EXPLANATION

This request is **retroactive** as the Request for Proposals timeline extended beyond the expiration date of the previous primary care services contracts. The Request for Proposals was reissued to ensure that services would be provided in specific counties and in the City of Manchester, where the need is the greatest. Continuing this service without interruption allows for the availability of primary health care services for New Hampshire's most vulnerable populations who are at disproportionate risk of poor health outcomes and limited access to preventative care.

The agreement with the Manchester Health Department is **sole source**, as it is the only vendor capable and amenable to provide primary health care services to the homeless population of the City of Manchester. This community has been disproportionately impacted by the opioid crisis; increasing health risks to individuals who experience homelessness.

The purpose of these agreements is to provide primary health care services that include preventive and ongoing heath care for acute and chronic health conditions for people of all ages, including pregnant women, children, adolescents, adults, the elderly and the homeless. Primary and preventative health care services are provided to underserved, low-income and homeless individuals who experience barriers to accessing health care due to issues such as lack of insurance, inability to pay, limited language proficiency and geographic isolation. Primary care providers provide an array of enabling patient-centered services such as care coordination, translation services, transportation, outreach, eligibility assistance, and health education. These services assist individuals in overcoming barriers to achieve their optimal health.

Primary Care Services vendors were selected for this project through competitive bid processes. The Request for Proposals for Primary Care Services was posted on the Department of Health and Human Services' website from December 12, 2017 through January 23, 2018. A separate Request for Proposals to address a deficiency in Primary Care Services for specific counties was posted on the Department's website from February 12, 2018 through March 2, 2018. Additionally, the Request for Proposals for Primary Care Services for the Homeless was posted on the Department's website from January 26, 2018 through March 13, 2018.

The Department received fourteen (14) proposals. The proposals were reviewed and scored by a team of individuals with program specific knowledge. The Score Summaries are attached. A separate sole source agreement is requested to address the specific need of the homeless population of the City of Manchester.

As referenced in the Request for Proposals and in Exhibit C-1, Revisions to General Provisions, these Agreements reserve the option to extend contract services for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The Department will directly oversee and manage the contracts to ensure that quality improvement, enabling and annual project objectives are defined in order to measure the effectiveness of the program.

Should the Governor and Executive Council not authorize this request, the Department may be unable to ensure preventive and regular health care for acute and chronic health conditions for low income and homeless individuals of all ages, including pregnant women, children, adolescents, adults, and the elderly throughout the state.

Area served: Statewide.

Source of Funds: 26% Federal Funds from the US Department of Health and Human Services, Human Resources & Services Administration (HRSA), Maternal and Child Health Services (MCHS) Catalog of Federal Domestic Assistance (CFDA) #93.994, Federal Award Identification Number (FAIN), B04MC30627 and 74% General Funds.

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

Respectfully submitted,

Lisa Morris, MSSW
Director

Approved by:
Jeffrey A. Meyers
Commissioner

Subject: Primary Care Services (RFP-2018-DPHS-15-PRIMA)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name *Indian Stream Health Center*		1.4 Contractor Address 141 Corliss Lane, Colebrook, NH 03576	
1.5 Contractor Phone Number 603-388-2473	1.6 Account Number 05-95-90-902010-51900000-102-500731	1.7 Completion Date March 31, 2020	1.8 Price Limitation $157,917
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature GREG CULLEY, INTERIM CEO		1.12 Name and Title of Contractor Signatory G a Culley	

1.13 Acknowledgement: State of COOS, County of N.H.

On 3/28/18, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

Sharon L Cleveland

SHARON CLEVELAND, Notary Public
My Commission Expires March 28, 2019

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

SHARON CLEVELAND – NOTARY

1.14 State Agency Signature Date: 4/26/18	1.15 Name and Title of State Agency Signatory LISA Morris, DIRECTOR DPHS

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: Megan A. Hyde - Attorney 6/5/18

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials DAC
Date 3/28/18

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000.000per occurrence and $2,000.000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered. The Department shall be the payor of last resort.

1.4. Preventative and Primary Health Care, as well as related Care Management and Enabling Services shall be provided to individuals of all ages, statewide, who are:

1.4.1. Uninsured.

1.4.2. Underinsured.

1.4.3. Low-income (defined as <185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines.

1.5. The Contractor shall remain in compliance with all applicable state and federal laws for the duration of the contract period, including but not limited to:

1.5.1. NH RSA 141-C and Administrative Rule He-P 301, adopted 6/3/08, which requires the reporting of all communicable diseases.

1.5.2. NH RSA 169:C, Child Protection Act; NH RSA 161-F46, Protective Services to Adults, NH RSA 631:6, Assault and Related Offences, and RSA 130:A, Lead Paint Poisoning and Control.

1.5.3. NH RSA 141-C and the Immunization Rules promulgated, hereunder.

2. Eligibility Determination Services

2.1. The Contractor shall notify the Department, in writing, if access to Primary Care Services for new patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

2.2. The Contractor shall assist individuals with completing a Medicaid/Expanded Medicaid and other health insurance application when income calculations indicate possible Medicaid eligibility.

2.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered.

2.4. The Contractor shall post a notice in a public and conspicuous location noting that no individual will be denied services for an inability to pay.

2.5. The Contractor shall develop and implement a sliding fee scale for services in accordance with the Federal Poverty Guidelines. The Contractor shall make the sliding fee scale available to the Department upon request.

3. Primary Care Services

3.1. The Contractor shall ensure primary care services are provided by a New Hampshire licensed Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Advanced Practice Registered Nurse (APRN) or Physician Assistant (PA) to eligible individuals in the service area.

3.2. The Contractor shall ensure primary care services include, but are not limited to:

3.2.1. Reproductive health services.

3.2.2. Perinatal health services including but not limited to access to obstetrical services either on-site or by referral.

3.2.3. Preventive services, screenings and health education in accordance with established, documented state or national guidelines.

3.2.4. Integrated behavioral health services.

3.2.5. Pathology, radiology, surgical and CLIA certified laboratory services either on-site or by referral.

3.2.6. Assessment of need and follow-up/referral as indicated for:

3.2.6.1. Tobacco cessation, including referral to QuitWorks-NH, www.QuitWorksNH.org.

3.2.6.2. Social services.

3.2.6.3. Chronic Disease management, including disease specific referral and self-management education such as referral to Diabetes Self-Management Education (DSME) as recommended by American Diabetes Association (ADA).

3.2.6.4. Nutrition services, including Women, Infants and Children (WIC) Food and Nutrition Service, as appropriate;

3.2.6.5. Screening, Brief Intervention and Referral to Treatment (SBIRT) services, including but not limited to contact with the Regional Public Health Network Continuum of Care Development Initiative.

3.2.6.6. Referrals to health, home care, oral health and behavioral health specialty providers who offer sliding scale fees, when available.

3.3. The Contractor shall provide care management for individuals enrolled for

primary care services, which includes, but is not limited to:

3.3.1. Integrated and coordinated services that ensure patients receive necessary care, including behavioral health and oral care when and where it is needed and wanted, in a culturally and linguistically appropriate manner.

3.3.2. Access to a healthcare provider by telephone twenty-four (24) hours per day, seven (7) days per week, directly, by referral or subcontract.

3.3.3. Care facilitated by registries; information technology; health information exchanged.

3.4. The Contractor shall provide and facilitate enabling services, which are non-clinical services that support the delivery of basic primary care services, and facilitate access to comprehensive patient care as well as social services that include, but are not limited to:

3.4.1. Benefit counseling.

3.4.2. Health insurance eligibility and enrollment assistance.

3.4.3. Health education and supportive counseling.

3.4.4. Interpretation/translation for individuals with Limited English Proficiency or other communication needs.

3.4.5. Outreach, which may include the use of community health workers.

3.4.6. Transportation.

3.4.7. Education of patients and the community regarding the availability and appropriate use of health services.

4. *Quality Improvement*

4.1. The Contractor shall develop, define, facilitate and implement a minimum of two (2) Quality Improvement (QI) projects, which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of targeted patient groups.

4.1.1. One (1) quality improvement project must focus on the performance measure as designated by MCHS. (Defined as Adolescent Well Visits for SFY 2018 – 2019)

4.1.2. The other(s) will be chosen by the vendor based on previous performance outcomes needing improvement.

4.2. The Contractor shall utilize Quality Improvement Science to develop and implement a QI Workplan for each QI project. The QI Workplan will include:

4.2.1. Specific goals and objectives for the project period; and

4.2.2. Evaluation methods used to demonstrate improvement in the quality, efficiency, and effectiveness of patient care.

4.3. The Contractor shall include baseline measurements for each area of

improvement identified in the QI projects, to establish health care services and health status of targeted patient groups to be improved upon.

4.4. The Contractor may utilize activities in QI projects that enhance clinical workflow and improve patient outcomes, which may include, but are not limited to:

4.4.1.1. EMR prompts/alerts.

4.4.1.2. Protocols/Guidelines.

4.4.1.3. Diagnostic support.

4.4.1.4. Patient registries.

4.4.1.5. Collaborative learning sessions.

5. Staffing

5.1. The Contractor shall ensure all health and allied health professions have the appropriate, current New Hampshire licenses whether directly employed, contracted or subcontracted.

5.2. The Contractor shall employ a medical services director with special training and experience in primary care who shall participate in quality improvement activities and be available to other staff for consultation, as needed.

5.3. The Contractor shall notify the Maternal and Child Health Section (MCHS), in writing, of any newly hired administrator, clinical coordinator or any staff person essential to providing contracted services and include a copy of the individual's resume, within thirty (30) days of hire.

5.4. The Contractor shall notify the MCHS, in writing, when:

5.4.1. Any critical position is vacant for more than thirty (30) days;

5.4.2. There is not adequate staffing to perform all required services for any period lasting more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

6. Coordination of Services

6.1. The Contractor shall participate in activities within their Public Health Region, as appropriate, to enhance the integration of community-based public health prevention and healthcare initiatives being implemented, including but not limited to:

6.1.1. Community needs assessments;

6.1.2. Public health performance assessments; and

6.1.3. Regional health improvement plans under development.

6.2. The Contractor shall participate in and coordinate public health activities, as requested by the Department, during any disease outbreak and/or emergency that affects the public's health.

7. Required Meetings & Trainings

7.1. The Contractor shall attend meetings and trainings facilitated by the MCHS programs that include, but are not limited to:

7.1.1. MCHS Agency Directors' meetings;

7.1.2. MCHS Primary Care Coordinators' meetings, which are held two (2) times per year, which may require attendance by agency quality improvement staff; and

7.1.3. MCHS Agency Medical Services Directors' meetings.

8. Workplans, Outcome Reports & Additional Reporting Requirements

8.1. The Contractor shall collect and report data as detailed in Exhibit A-1 "Reporting Metrics" according to the Exhibit A-2 "Report Timing Requirements".

8.2. The Contractor shall submit reports as defined within Exhibit A-2 "Report Timing Requirements".

8.3. The Contractor shall submit an updated budget narrative, within thirty (30) days of the contract execution date and annually, as defined in Exhibit A-2 "Report Timing Requirements". The budget narrative shall include, at a minimum;

8.3.1. Staff roles and responsibilities, defining the impact each role has on contract services;

8.3.2. Staff list, defining;

8.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

8.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

8.4. In addition to the report defined within Exhibit A-2 "Report Timing Requirements", the Contractor shall submit a Sources of Revenue report at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

9. On-Site Reviews

9.1. The Contractor shall permit a team or person authorized by the Department to periodically review the Contractor's:

9.1.1. Systems of governance.

9.1.2. Administration.

9.1.3. Data collection and submission.

9.1.4. Clinical and financial management.

9.1.5. Delivery of education services.

9.2. The Contractor shall cooperate with the Department to ensure information needed for the reviews is accessible and provided. The Contractor shall ensure information includes, but is not limited to:

9.2.1. Client records.

9.2.2. Documentation of approved enabling services and quality improvement projects, including process and outcome evaluations.

9.3. The Contractor shall take corrective actions, as advised by the review team, if services provided are not in compliance with the contract requirements.

10. Performance Measures

10.1. The Contractor shall ensure that the following performance indicators are annually achieved and monitored quarterly to measure the effectiveness of the agreement:

10.1.1. Annual improvement objectives shall be defined by the vendor and submitted to the Department. Objectives shall be measurable, specific and align to the provision of primary care services defined within Exhibit A-1 "Reporting Metrics"

Exhibit A-1 – Reporting Metrics

1. Definitions

1.1. **Measurement Year** – Measurement Year consists of 365 days and is defined as either:

1.1.1. The calendar year, (January 1st through December 31st); or

1.1.2. The state fiscal year (July 1st through June 30th).

1.2. **Medical Visit** – Medical visit is defined as any office visit including all well-care and acute-care visits.

1.3. **HEDIS** – Healthcare Effectiveness Data and Information Set

1.4. **NQF** – National Quality Forum

1.5. **Title V** – Federal Maternal and Child Health Services Block Grant

1.6. **UDS** – Uniform Data System

1.7. **NH MCHS** – New Hampshire Maternal and Child Health Section

2. MCHS PRIMARY CARE PERFORMANCE MEASURES

2.1. **Breastfeeding**

2.1.1. Percent of infants who are ever breastfed (Title V PM #4).

2.1.1.1. Numerator: All patient infants who were ever breastfed or received breast milk.

2.1.1.2. Numerator Note: The American Academy of Pediatrics recommends all infants exclusively breastfeed for about six (6) months as human milk supports optimal growth and development by providing all required nutrients during that time.

2.1.1.3. Denominator: All patient infants born in the measurement year.

2.2. **Preventive Health: Lead Screening**

2.2.1. Percent of children three (3) years of age who had two (2) or more capillary or venous lead blood test for lead poisoning by their third birthday. (NH MCHS).

2.2.1.1. Numerator: All patient children who received at least one capillary or venous lead screening test between nine (9) months to eighteen (18) months of age **AND** one (1) capillary or venous lead screening test between nineteen (19) to thirty (30) months of age.

2.2.1.2. Denominator: All patient children who turned three (3) years old during the measurement year that had at least one (1) medical visit during the measurement year.

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2.3. **Preventive Health: Adolescent Well-Care Visit**

2.3.1. *Percent of adolescents*, twelve (12) through twenty-one (21) years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year (HEDIS).

2.3.1.1. Numerator: Number of adolescents, ages 12 through 21 years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year.

2.3.1.2. Denominator: Number of patient adolescents, ages 12 through 21 years of age by the end of the measurement year.

2.4. **Preventive Health: Depression Screening**

2.4.1. *Percentage of patients* ages twelve (12) and older screened for clinical depression using an age appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NQF 0418, UDS).

2.4.1.1. Numerator: Patients twelve (12) years and older who are screened for clinical depression using an age-appropriate standardized depression screening tool **AND** if positive, a follow-up plan documented.

2.4.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented follow-up plan.

2.4.1.3. Denominator: All patients twelve (12) years and older by the end of the measurement year who had at least one (1) medical visit during the measurement year.

2.4.1.4. Denominator Exception: Depression screening not performed due to medical contraindicated or patient refusal.

2.4.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as suicide risk assessment and/or referral to practitioner who is *qualified to diagnose and treat depression*, and/or notification of primary care provider.

2.4.2. Maternal Depression Screening

2.4.2.1. Percentage of women who are screened for clinical depression during any visit up to twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NH MCHS).

2.4.2.1.1. Numerator: Women who are screened for clinical depression during the first twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if screened positive have documented follow-up plan.

2.4.2.1.2. Numerator Note: Numerator includes women who screened negative PLUS women who screened positive AND have documented follow-up plan.

2.4.2.1.3. Denominator: All women who had any office visit up to twelve (12) weeks following delivery during the measurement year.

2.4.2.1.4. Denominator Exception: Documentation of depression screening not performed due to medical contraindicated or patient refusal.

2.4.2.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as Suicide Risk Assessment and/or referral to a practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.5. **Preventive Health: Obesity Screening**

2.5.1. Percentage of patients aged 18 years and older with a calculated BMI in the past six months or during the current visit documented in the medical record AND if the most recent BMI is outside of normal parameters, a follow-up plan is documented (NQF 0421, UDS).

2.5.1.1. Normal parameters: Age 65 and older BMI ≥ 23 and < 30

2.5.1.2. Age 18 through 64 BMI ≥ 18.5 and < 25

2.5.1.3. Numerator: Patients with BMI calculated within the past six months or during the current visit and a follow-up plan documented if the BMI is outside of parameters (Normal BMI + abnormal BMI with documented plan).

2.5.1.4. Definition of Follow-Up Plan: Proposed outline of follow-up plan to be conducted as a result of BMI outside of normal parameters. The follow-up plan can include documentation of a future appointment, education, referral (such as registered dietician, nutritionist, occupational therapist, primary care physician, exercise physiologist, mental health provider, surgeon, etc.), prescription of/administration of dietary supplements, exercise counseling, nutrition counseling, etc.

2.5.1.5. Denominator: All patients aged 18 years and older who had at least one (1) medical visit during the measurement year.

2.5.2. Percent of patients aged 3 through 17 who had evidence of BMI percentile documentation AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year (UDS).

2.5.2.1. Numerator: Number of patients in the denominator who had their BMI percentile (not just BMI or height and weight) documented during the measurement year AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year.

2.5.2.2. Denominator: Number of patients who were one year after their second birthday (i.e., were 3 years of age) through adolescents who were aged up to one year past their 16th birthday (i.e., up until they were 17) at some point during the measurement year, who had at least one medical visit during the reporting year, and were seen by the health center for the first time prior to their 17th birthday.

2.6. **Preventive Health: Tobacco Screening**

2.6.1. Percent of patients aged 18 years and older who were screened for tobacco use at least once during the measurement year or prior year AND who received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user (UDS).

2.6.1.1. Numerator: number of patients in the denominator for whom documentation demonstrates that patients were queried about their tobacco use one or more times during their most recent visit OR within twenty-four (24) months of the most

recent visit and received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user.

2.6.1.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.6.1.4. Definitions:

2.6.1.4.1. Tobacco Use: Includes any type of tobacco.

2.6.1.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy.

2.6.2. Percent of women who are screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user (NH MCHS).

2.6.2.1. Numerator: Pregnant women who were screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user.

2.6.2.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.2.3. Denominator: All women who delivered a live birth in the measurement year.

2.6.2.4. Definitions:

2.6.2.4.1. Tobacco Use: Includes any type of tobacco

2.6.2.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy

2.7. **At Risk Population: Hypertension**

2.7.1. Percentage of patients aged 18 through 85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90mmHG) during the measurement year (NQF 0018).

2.7.1.1. Numerator: Number of patients from the denominator with blood pressure measurement less than 140/90 mm HG at the time of their last measurement.

2.7.1.2. Denominator: Number of patients age 18 through 85 with diagnosed hypertension (must have been diagnosed with hypertension 6 or more months before the measurement date) who had at least one (1) medical visit during the measurement year. (Excludes pregnant women and patients with End Stage Renal Disease.)

2.8. **Patient Safety: Falls Screening**

2.8.1. Percent of patients aged 65 years and older who were screened for fall risk at least once within 12 months (NH MCHS).

2.8.1.1. Numerator: Patients who were screened for fall risk at least once within the measurement year.

2.8.1.2. Denominator: All patients aged 65 years and older seen by a health care provider within the measurement year.

2.9. **SBIRT**

2.9.1. SBIRT – Percent of patients aged 18 years and older who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.1.1. Numerator: Number of patients in the denominator who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, who received a brief intervention and/or referral to services.

2.9.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.1.3. Denominator: Number of patients aged 18 years and older seen for annual/preventive visit within the measurement year.

2.9.1.4. Definitions:

2.9.1.4.1. Substance Use: Includes any type of alcohol or drug.

2.9.1.4.2. Brief Intervention: Includes guidance or counseling.

2.9.1.4.3. Referral to Services: includes any recommendation of direct referral for substance abuse services.

2.9.2. Percent of pregnant women who were screened, using a formal valid screening tool, for substance use, during every trimester they are

enrolled in the prenatal program AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.2.1. Numerator: Number of women in the denominator who were screened for substance use, using a formal and valid screening tool, during each trimester that they were enrolled in the prenatal program AND if positive, received a brief intervention or referral to services

2.9.2.2. Numerator Note: numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.2.3. Denominator: Number of women enrolled in the agency prenatal program and who had a live birth during the measurement year.

Exhibit A-2 – Report Timing Requirements

1.1. **Primary Care Services Reporting Requirements**

1.1.1. The reports are required due on the date(s) listed, or, in years where the date listed falls on a non-business day, reports are due on the Friday immediately prior to the date listed.

1.1.2. The Vendor is required to complete and submit each report, following instructions sent by the Department

1.1.3. An updated budget narrative must be provided to the Department, within thirty (30) days of contract approval. The budget narrative must include, at a minimum;

1.1.3.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.1.3.2. Staff list, defining;

1.1.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.1.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

1.2. **Annual Reports**

1.2.1. The following reports are required annually, on or prior to;

1.2.1.1. March 31st;

1.2.1.1.1. Uniform Data Set (UDS) Data tables reflecting program performance for the previous calendar year;

1.2.1.1.2. Budget narrative, which includes, at a minimum;

1.2.1.1.2.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.2.1.1.2.2. Staff list, defining;

1.2.1.1.2.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.2.1.1.2.2.2. The individual cost, in U.S. Dollars, of each

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identified individual allocated to contract services.

1.2.1.2. July 31st;

1.2.1.2.1. Summary of patient satisfaction survey results obtained during the prior contract year;

1.2.1.2.2. Quality Improvement (QI) Workplans, Performance Outcome Section

1.2.1.2.3. Enabling Services Workplans, Performance Outcome Section

1.2.1.3. September 1st;

1.2.1.3.1. QI workplan revisions, as needed;

1.2.1.3.2. Enabling Service Workplan revisions, as needed;

1.2.1.3.3. Correction Action Plan (Performance Measure Outcome Report), as needed;

1.3. **Semi-Annual Reports**

1.3.1. Primary Care Services Measure Data Trend Table (DTT), due on;

1.3.1.1. July 31, 2018 (measurement period July 1– June 30) and;

1.3.1.2. January 31 (measurement period January 1 – December 31).

1.4. **The following report is required 30 days following the end of each quarter, beginning in State Fiscal Year 2018;**

1.4.1. Perinatal Client Data Form (PCDF);

1.4.1.1. Due on April 30, July 31, October 31 and January 31

Contractor Initials: DAC
Date: 3/28/18

Method and Conditions Precedent to Payment

1. The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This contract is funded with general and federal funds. Department access to supporting funding for this project is dependent upon meeting the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) (https://www.cfda.gov) #93.994, Maternal and Child Health Services Block Grant to the States

3. The Contractor shall not use or apply contract funds for capital additions, improvements, entertainment costs or any other costs not approved by the Department.

4. Payment for services shall be as follows:
   4.1. Payments shall be on a cost reimbursement basis for approved actual costs in accordance with Exhibits B-1 through Exhibit B-3.
   4.2. The Contractor shall submit invoices in a form satisfactory to the State no later than the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor agrees to keep detailed records of their activities related to Department-funded programs and services.
      4.2.1. Expenditure detail may be requested by the Department on an intermittent basis, which the Contractor must provide.
      4.2.2. Onsite reviews may be required.
   4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
   4.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or invoices may be mailed to:

      Financial Administrator

      Department of Health and Human Services

      Division of Public Health

      29 Hazen Dr.

      Concord, NH 03301

4.5. The final invoice shall be due to the State no later than forty (40) days after the date specified in Form P-37, Block 1.7 Completion Date.

4.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

5. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjusting encumbrances between State Fiscal Years within the price limitation may be made without obtaining approval of the Governor and Executive Council, upon written agreement of both parties.

Exhibit B-1

New Hampshire Department of Health and Human Services

Bidder/Program Name: Indian Stream Health Center

Budget Request for: Primary Care Services

Budget Period: April 1, 2018 - June 30, 2018 (SFY 18)

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 19,996		$ 19,996	$ 256		$ 256	$ 19,740		$ 19,740
2. Employee Benefits	$ 3,599		$ 3,599	$ 3,599		$ 3,599			
3. Consultants									
4. Equipment:									
Rental									
Repair and Maintenance									
Purchase/Depreciation									
5. Supplies:									
Educational									
Lab									
Pharmacy									
Medical									
Office									
6. Travel									
7. Occupancy									
8. Current Expenses									
Telephone									
Postage									
Subscriptions									
Audit and Legal									
Insurance									
Board Expenses									
9. Software									
10. Marketing/Communications									
11. Staff Education and Training									
12. Subcontracts/Agreements									
13. Other (specific details mandatory):									
TOTAL	$ 23,595.00	$ -	$ 23,595.00	$ 3,855.00	$ -	$ 3,855.00	$ 19,740.00	$ -	$ 19,740.00
Indirect As A Percent of Direct		0.0%							

Exhibit B-2

New Hampshire Department of Health and Human Services

Bidder/Program Name: Indian Stream Health Center

Budget Request for: Primary Care Services

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

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 79,217		$ 79,217	$ 259		$ 259	$ 78,958		$ 78,958
2. Employee Benefits	$ 14,259		$ 14,259	$ 14,259		$ 14,259			
3. Consultants									
4. Equipment:									
Rental									
Repair and Maintenance									
Purchase/Depreciation									
5. Supplies:									
Educational									
Lab									
Pharmacy									
Medical									
Office									
6. Travel									
7. Occupancy									
8. Current Expenses									
Telephone									
Postage									
Subscriptions									
Audit and Legal									
Insurance									
Board Expenses									
9. Software									
10. Marketing/Communications									
11. Staff Education and Training									
12. Subcontracts/Agreements									
13. Other (specific details mandatory):									
TOTAL	$ 93,476.00	$ -	$ 93,476.00	$ 14,518.00	$ -	$ 14,518.00	$ 78,958.00	$ -	$ 78,958.00
Indirect As A Percent of Direct		0.0%							

Exhibit B-3

New Hampshire Department of Health and Human Services

Bidder/Program Name: Indian Stream Health Center

Budget Request for: Primary Care Services

Budget Period: July 1, 2019 - March 31, 2020 (SFY 20)

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 60,188		$ 60,188	$ 969		$ 969	$ 59,219		$ 59,219
2. Employee Benefits	$ 10,834		$ 10,834	$ 10,834		$ 10,834			
3. Consultants									
4. Equipment:									
Rental									
Repair and Maintenance									
Purchase/Depreciation									
5. Supplies:									
Educational									
Lab									
Pharmacy									
Medical									
Office									
6. Travel									
7. Occupancy									
8. Current Expenses									
Telephone									
Postage									
Subscriptions									
Audit and Legal									
Insurance									
Board Expenses									
9. Software									
10. Marketing/Communications									
11. Staff Education and Training									
12. Subcontracts/Agreements									
13. Other (specific details mandatory):									
TOTAL	$ 71,022.00	$ -	$ 71,022.00	$ 11,803.00	$ -	$ 11,803.00	$ 59,219.00	$ -	$ 59,219.00
Indirect As A Percent of Direct		0.0%							

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations; Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is *understood and agreed by the Contractor that the Contractor shall be held liable for any state* or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. ***Operation of Facilities: Compliance with Laws and Regulations:*** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

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

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

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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Division reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name:

3/25/15
Date

D A Colby
Name:
Title:
Interim CEO

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

3/28/15
Date

Name:
Title: Interim CEO

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

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

3/28/18
Date

Name:
Title: Interim CEO

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.

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:

3/28/18
Date

Name:
Title: Interim CEO

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:

3/28/18
Date

Name: D A Colby
Title: Interim CEO

HEALTH INSURANCE PORTABLITY 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, TitleXIII, 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.

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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 (l). 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

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

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.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	Gregory A. Colley, MD
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, DPHS	
Title of Authorized Representative	Title of Authorized Representative
4/26/18	
Date	Date

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

3/28/18
Date

Name:
Title: Interim CEO

FORM A

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

1. The DUNS number for your entity is: _____

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

   _____ NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or

consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not

use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the

scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from 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. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

b. safeguard this information at all times.

c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS contact program and policy:
(Insert Office or Program Name)
(Insert Title)
DHHS-Contracts@dhhs.nh.gov

B. DHHS contact for Data Management or Data Exchange issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

C. DHHS contacts for Privacy issues:
DHHSPrivacyOfficer@dhhs.nh.gov

D. DHHS contact for Information Security issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

E. DHHS contact for Breach notifications:
DHHSInformationSecurityOffice@dhhs.nh.gov
DHHSPrivacy.Officer@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Primary Care Services

This 1st Amendment to the Primary Care Services (contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Lamprey Health Care, Inc. (hereinafter referred to as "the Contractor"), a non-profit with a place of business at 207 South Main Street, Newmarket, NH 03857.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018, (Item #27G), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions; Paragraph 18 and Exhibit C-1 Paragraph 3the Contract may be amended and renewed upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2021.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $1,662,862

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

   Nathan D. White, Director.

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

   603-271-9631.

5. Modify Exhibit A, Scope of Services by deleting it in its entirety and replacing with Exhibit A Amendment #1, Scope of Services, incorporated by reference and attached herein.

6. Modify Exhibit A-1, Reporting Metrics by deleting it in its entirety and replacing with Exhibit A-1, Reporting Metrics Amendment #1, incorporated by reference and attached herein.

7. Modify Exhibit A-2, Report Timing Requirements by deleting it in its entirety.

8. Modify Exhibit B, Methods and Conditions Precedent to Payment, Subsection 4.1 to read:

   4.1 Payments shall be on a cost reimbursement basis for approved actual costs in accordance with Exhibit B-1 through Exhibit B-5, Amendment #1 Budget, incorporated by reference and attached herein.

9. Add Exhibit B-4 Amendment #1, Budget, incorporated by reference and attached herein.
10. Add Exhibit B-5 Amendment #1, Budget, incorporated by reference and attached herein.

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

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

State of New Hampshire
Department of Health and Human Services

4/7/2020
Date

Name: Lisa Morris
Title: Director

Lamprey Health Care, Inc.

APRIL 3, 2020
Date

Name: GREGORY WHITE
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

4/13/2020
Date

Name:
Title:

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. et seq.

1.4. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered. The Department shall be the payor of last resort.

1.5. The Contractor shall provide Preventative and Primary Health Care, as well as related Care Management and Enabling Services to individuals of all ages, statewide, who are:

1.5.1. Uninsured.

1.5.2. Underinsured.

1.5.3. Low-income (defined as <185% of the U.S. Department of Health and Human Services (US DHHS), Poverty Guidelines.

1.6. The Contractor shall comply with all applicable state and federal laws for the duration of the contract period, including but not limited to:

1.6.1. NH RSA 141-C and Administrative Rule He-P 301, adopted 6/3/08, which requires the reporting of all communicable diseases.

1.6.2. NH RSA 169:C, Child Protection Act; NH RSA 161-F46, Protective Services to Adults, NH RSA 631:6, Assault and Related Offences, and RSA 130:A, Lead Paint Poisoning and Control.

1.6.3. NH RSA 141-C and the Immunization Rules promulgated, hereunder.

2. Eligibility Determination Services

2.1. The Contractor shall notify the Department, in writing, if access to Primary Care Services for new patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

2.2. The Contractor shall assist individuals with completing a Medicaid/Expanded Medicaid and other health insurance application when income calculations indicate possible Medicaid eligibility.

2.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered.

2.4. The Contractor shall post a notice in a public and conspicuous location noting that no individual will be denied services for an inability to pay.

2.5. The Contractor shall develop and implement a sliding fee scale for services in accordance with the Federal Poverty Guidelines.

2.6. The Contractor shall make the sliding fee scale available to the Department upon request.

3. Primary Care Services

3.1. The Contractor shall ensure primary care services are provided by a New Hampshire licensed Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Advanced Practice Registered Nurse (APRN) or Physician Assistant (PA) to eligible individuals in the service area.

3.2. The Contractor shall ensure primary care services include, but are not limited to:

3.2.1. Reproductive health services.

3.2.2. Perinatal health services including, but not limited to, access to obstetrical services either on-site or by referral.

3.2.3. Preventive services, screenings and health education in accordance with established, documented state or national guidelines.

3.2.4. Integrated behavioral health services.

3.2.5. Pathology, radiology, surgical and CLIA-certified laboratory services either on-site or by referral.

3.2.6. Assessment of need and follow-up/referral as indicated for:

3.2.6.1. Tobacco cessation, including referral to QuitWorks-NH, www.QuitWorksNH.org.

3.2.6.2. Social services.

3.2.6.3. Chronic Disease management, including disease specific referral and self-management education such as referral to Diabetes Self-Management Education (DSME) as recommended by American Diabetes Association (ADA).

3.2.6.4. Nutrition services, including Women, Infants and Children

(WIC) Food and Nutrition Service, as appropriate;

3.2.6.5. Screening, Brief Intervention and Referral to Treatment (SBIRT) services, including but not limited to contact with the Regional Public Health Network Continuum of Care Development Initiative.

3.2.6.6. Referrals to health, home care, oral health and behavioral health specialty providers who offer sliding scale fees, when available.

3.3. The Contractor shall provide care management for individuals enrolled for primary care services, which includes, but is not limited to:

3.3.1. Integrated and coordinated services that ensure patients receive necessary care, including behavioral health and oral care when and where it is needed and wanted, in a culturally and linguistically appropriate manner.

3.3.2. Access to a healthcare provider by telephone twenty-four (24) hours per day, seven (7) days per week, directly, by referral or subcontract.

3.3.3. Care facilitated by registries, information technology, and health information exchanged.

3.4. The Contractor shall provide and facilitate enabling services, which are non-clinical services, that support the delivery of basic primary care services.

3.5. The Contractor shall facilitate access to comprehensive patient care and social services, as appropriate, that may include, but are not limited to:

3.5.1. Benefits counseling.

3.5.2. Health insurance eligibility and enrollment assistance.

3.5.3. Health education and supportive counseling.

3.5.4. Interpretation/translation for individuals with Limited English Proficiency or other communication needs.

3.5.5. Outreach, which may include the use of community health workers.

3.5.6. Transportation.

3.5.7. Education of patients and the community regarding the availability and appropriate use of health services.

4. Quality Improvement

4.1. The Contractor shall develop, define, facilitate and implement a minimum of two (2) Quality Improvement (QI) projects, which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of targeted patient groups. The Contractor shall

ensure:

4.1.1. One (1) QI project focuses on the performance measure designated by the Maternal and Child Health Section (MCHS), which is Adolescent Well Visits for SFY 2020-2022.

4.1.1.1. A minimum of one (1) other QI project is selected from Exhibit A-1 "Reporting Metrics" MCHS Primary

4.1.1.2. Care Performance Measures are met according to previous performance outcomes identified as needing improvement.

4.2. The Contractor shall utilize Quality Improvement Science to develop and implement a QI Workplan for each QI project. The Contractor shall ensure the QI Workplan includes, but is not limited to:

4.2.1. Specific goals and objectives for the project period; and

4.2.2. Evaluation methods used to demonstrate improvement in the quality, efficiency, and effectiveness of patient care.

4.3. The Contractor shall include baseline measurements for each area of improvement identified in the QI projects, to establish health care services and health status of targeted patient groups in need of improvement.

4.4. The Contractor shall utilize activities in QI projects that enhance clinical workflow and improve patient outcomes, which may include, but are not limited to:

4.4.1. EMR prompts/alerts.

4.4.2. Protocols/Guidelines.

4.4.3. Diagnostic support.Patient registries.Collaborative learning sessions.

5. Staffing

5.1. The Contractor shall ensure all health and allied health professionals have the appropriate, current New Hampshire licenses whether directly employed, contracted or subcontracted.

5.2. The Contractor shall employ a medical services director who:

5.2.1. Has specialized training and experience in primary care services.

5.2.2. Participates in quality improvement activities.

5.2.3. Is available to other staff for consultation, as needed.

5.3. The Contractor shall notify the MCHS, in writing, of any newly hired administrator, clinical coordinator or staff person essential to providing contracted services. The Contractor shall ensure notification:

5.3.1. Is provided to the Department no later than thirty (30) days from the

date of hire.

5.3.2. Includes a copy of the newly hired individual's resume.

5.4. The Contractor shall notify the MCHS, in writing, when:

5.4.1. Any critical position is vacant for more than thirty (30) days.

5.4.2. There is not adequate staffing to perform all required services for any period lasting more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

6. Coordination of Services

6.1. The Contractor shall participate in activities within the Public Health Region, as appropriate, to enhance the integration of community-based public health prevention and healthcare initiatives being implemented, including but not limited to:

6.1.1. Community needs assessments.

6.1.2. Public health performance assessments.

6.1.3. Regional health improvement plans under development.

6.2. The Contractor shall participate in and coordinate public health activities, as requested by the Department, during any disease outbreak or emergency that affects the public's health.

7. Required Meetings & Trainings

7.1. The Contractor shall attend meetings and trainings facilitated by the MCHS programs that include, but are not limited to:

7.1.1. MCHS Agency Directors' meetings.

7.1.2. MCHS Primary Care Coordinators' meetings, which are held two (2) times per year, which may require attendance by agency quality improvement staff.

7.1.3. MCHS Agency Medical Services Directors' meetings.

8. Workplans, Outcome Reports & Additional Reporting Requirements

8.1. The Contractor shall collect and report data on the MCHS Primary Care Performance Measures detailed in Exhibit A--1 Reporting Metrics.

8.2. The Contractor shall submit an updated budget narrative, within thirty (30) days of any changes, ensuring the budget narrative includes, but is not limited to:

8.2.1. Staff roles and responsibilities, defining the impact each role has on contract services.

8.2.2. Staff list that details information that includes, but is not limited to:

8.2.2.1. The Full Time Equivalent percentage allocated to contract

services.

8.2.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

8.3. The Contractor shall submit a Sources of Revenue report at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

8.4. The Contractor shall submit reports on the date(s) listed, or, in years where the date listed falls on a non-business day, on the Friday immediately prior to the date listed.

8.5. The Contractor is required to complete and submit each report, as instructed by the Department.

8.6. The Contractor shall submit annual reports to the Department, including but not limited to:

8.6.1. Uniform Data Set (UDS) Data tables that reflect program performance for the previous calendar year no later than March 31st.

8.6.2. A summary of patient satisfaction survey results obtained during the prior contract year no later than July 31st.

8.6.3. Quality (QI) Workplans no later than July 31st.

8.6.4. Enabling Services Workplans no later than July 31st.

8.6.5. QI Workplan revisions, as appropriate, no later than September 1st.

8.6.6. Enabling Services Workplan revisions, as appropriate, no later than September 1st.

8.6.7. Corrective Action Plans relating to Performance Measure Outcome Reports, as needed, no later than September 1st.

8.7. The Contractor shall submit semi-annual reports to the Department, including but not limited to:

8.7.1. Primary Care Services Measure Data Trend Table (DTT) is due no later than:

8.7.2. July 31, 2020 for the measurement period of July 1, 2019 through June 30, 2020.

8.7.3. January 31, 2021 for the measurement period of January 1, 2020 through December 31, 2020.

8.7.4. July 31, 2021 for the measurement period of July 1, 2020 through June 30, 2021.

8.7.5. January 31, 2022 for the measurement period of January 1, 2021

through December 31, 2021.

9. On-Site Reviews

9.1. The Contractor shall permit a team or person authorized by the Department to periodically review the Contractor's:

9.1.1. Systems of governance.

9.1.2. Administration.

9.1.3. Data collection and submission.

9.1.4. Clinical and financial management.

9.1.5. Delivery of education services.

9.2. The Contractor shall cooperate with the Department to ensure information needed for the reviews is accessible and provided, which includes, but is not limited to:

9.2.1. Client records.

9.2.2. Documentation of approved enabling services and quality improvement projects, including process and outcome evaluations.

9.3. The Contractor shall take corrective actions, as advised by the Department's review team, if services provided are not in compliance with the contract requirements.

10. Performance Measures

10.1. The Contractor shall define Annual Improvement Objectives that are measurable, specific and align to the provision of primary care services defined within Exhibit A-1 Reporting Metrics.

Exhibit A-1 – Reporting Metrics, Amendment #1

1. Definitions

1.1. **Measurement Year** – Measurement Year consists of 365 days and is defined as either:

1.1.1. The calendar year, (January 1st through December 31st); or

1.1.2. The state fiscal year (July 1st through June 30th).

1.2. **Medical Visit** – Medical visit is defined as any office visit including all well-care and acute-care visits.

1.3. **HEDIS** – Healthcare Effectiveness Data and Information Set

1.4. **NQF** – National Quality Forum

1.5. **Title V** – Federal Maternal and Child Health Services Block Grant

1.6. **UDS** – Uniform Data System

1.7. **NH MCHS** – New Hampshire Maternal and Child Health Section

2. MCHS PRIMARY CARE PERFORMANCE MEASURES

2.1. **Breastfeeding**

2.1.1. Percent of infants who are ever breastfed (Title V PM #4).

2.1.1.1. Numerator: All patient infants who were ever breastfed or received breast milk.

2.1.1.2. Numerator Note: The American Academy of Pediatrics recommends all infants exclusively breastfeed for about six (6) months as human milk supports optimal growth and development by providing all required nutrients during that time.

2.1.1.3. Denominator: All patient infants born in the measurement year.

2.2. **Preventive Health: Lead Screening**

2.2.1. Percent of children three (3) years of age who had two (2) or more capillary or venous lead blood test for lead poisoning by their third birthday. (NH MCHS).

2.2.1.1. Numerator: All patient children who received at least one capillary or venous lead screening test between nine (9) months to eighteen (18) months of age **AND** one (1) capillary or venous lead screening test between nineteen (19) to thirty (30) months of age.

2.2.1.2. Denominator: All patient children who turned three (3) years old during the measurement year that had at least one (1) medical visit during the measurement year.

Contractor Initials: [signature]
Date: 2/26/2020

2.3. **Preventive Health: Adolescent Well-Care Visit**

2.3.1. Percent of adolescents, twelve (12) through twenty-one (21) years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year (HEDIS).

2.3.1.1. Numerator: Number of adolescents, ages 12 through 21 years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year.

2.3.1.2. Denominator: Number of patient adolescents, ages 12 through 21 years of age by the end of the measurement year.

2.4. **Preventive Health: Depression Screening**

2.4.1. Percentage of patients ages twelve (12) and older screened for clinical depression using an age appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NQF 0418, UDS).

2.4.1.1. Numerator: Patients twelve (12) years and older who are screened for clinical depression using an age-appropriate standardized depression screening tool **AND** if positive, a follow-up plan documented.

2.4.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented follow-up plan.

2.4.1.3. Denominator: All patients twelve (12) years and older by the end of the measurement year who had at least one (1) medical visit during the measurement year.

2.4.1.4. Denominator Exception: Depression screening not performed due to medical contraindicated or patient refusal.

2.4.1.5. Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as suicide risk assessment and/or referral to practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.4.2. Maternal Depression Screening

Contractor Initials:

Date: 2/26/2020

2.4.2.1. Percentage of women who are screened for clinical depression during any visit up to twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NH MCHS).

2.4.2.1.1. Numerator: Women who are screened for clinical depression during the first twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if screened positive have documented follow-up plan.

2.4.2.1.2. Numerator Note: Numerator includes women who screened negative PLUS women who screened positive AND have documented follow-up plan.

2.4.2.1.3. Denominator: All women who had any office visit up to twelve (12) weeks following delivery during the measurement year.

2.4.2.1.4. Denominator Exception: Documentation of depression screening not performed due to medical contraindicated or patient refusal.

2.4.2.1.5. Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as Suicide Risk Assessment and/or referral to a practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.5. **Preventive Health: Obesity Screening**

2.5.1. Percentage of patients aged 18 years and older with a calculated BMI in the past six months or during the current visit documented in the medical record AND if the most recent BMI is outside of normal parameters, a follow-up plan is documented (NQF 0421, UDS).

2.5.1.1. Normal parameters: Age 65 and older BMI $\geq$ 23 and < 30

Age 18 through 64 BMI $\geq$ 18.5 and < 25

2.5.1.2. Numerator: Patients with BMI calculated within the past six months or during the current visit and a follow-up plan documented if the BMI is outside of parameters (Normal BMI + abnormal BMI with documented plan).

2.5.1.3. Follow-Up Plan: Proposed outline of follow-up plan to be conducted as a result of BMI outside of normal parameters. The follow-up plan can include documentation of a future appointment, education, referral (such as registered dietician, nutritionist, occupational therapist, primary care physician, exercise physiologist, mental health provider, surgeon, etc.), prescription of/administration of dietary supplements, exercise counseling, nutrition counseling, etc.

2.5.1.4. Denominator: All patients aged 18 years and older who had at least one (1) medical visit during the measurement year.

2.5.2. Percent of patients aged 3 through 17 who had evidence of BMI percentile documentation AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year (UDS).

2.5.2.1. Numerator: Number of patients in the denominator who had their BMI percentile (not just BMI or height and weight) documented during the measurement year AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year.

2.5.2.2. Denominator: Number of patients who were one year after their second birthday (i.e., were 3 years of age) through adolescents who were aged up to one year past their 16th birthday (i.e., up until they were 17) at some point during the measurement year, who had at least one medical visit during the reporting year, and were seen by the health center for the first time prior to their 17th birthday.

2.6. **Preventive Health: Tobacco Screening**

2.6.1. Percent of patients aged 18 years and older who were screened for tobacco use at least once during the measurement year or prior year AND who received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user (UDS).

Contractor Initials: _____

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2.6.1.1. Numerator: Number of patients in the denominator for whom documentation demonstrates that patients were queried about their tobacco use one or more times during their most recent visit OR within twenty-four (24) months of the most recent visit and received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user.

2.6.1.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.6.1.4. Definitions:

2.6.1.4.1. Tobacco Use: Includes any type of tobacco.

2.6.1.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy.

2.6.2. Percent of women who are screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user (NH MCHS).

2.6.2.1. Numerator: Pregnant women who were screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user.

2.6.2.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.2.3. Denominator: All women who delivered a live birth in the measurement year.

2.7. **At Risk Population: Hypertension**

2.7.1. Percentage of patients aged 18 through 85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90mmHG) during the measurement year (NQF 0018).

2.7.1.1. Numerator: Number of patients from the denominator with blood pressure measurement less than 140/90 mm HG at the time of their last measurement.

2.7.1.2. Denominator: Number of patients age 18 through 85 with diagnosed hypertension (must have been diagnosed with hypertension 6 or more months before the measurement date) who had at least one (1) medical visit during the measurement year. (Excludes pregnant women and patients with End Stage Renal Disease.)

2.8. **Patient Safety: Falls Screening**

2.8.1. Percent of patients aged 65 years and older who were screened for fall risk at least once within 12 months (NH MCHS).

2.8.1.1. Numerator: Patients who were screened for fall risk at least once within the measurement year.

2.8.1.2. Denominator: All patients aged 65 years and older seen by a health care provider within the measurement year.

2.9. **SBIRT**

2.9.1. SBIRT – Percent of patients aged 18 years and older who were screened for substance use, using a formal valid screening tool, during any medical visit AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.1.1. Numerator: Number of patients in the denominator who were screened for substance use, using a formal valid screening tool, during any medical visit AND if positive, who received a brief intervention and/or referral to services.

2.9.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.9.1.4. Definitions:

2.9.1.4.1. Substance Use: Includes any type of alcohol or drug.

2.9.1.4.2. Brief Intervention: Includes guidance or counseling.

2.9.1.4.3. Referral to Services: includes any recommendation of direct referral for substance abuse services.

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Date: 2/26/2020

2.9.2. Percent of pregnant women who were screened, using a formal valid screening tool, for substance use, during every trimester they are enrolled in the prenatal program AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.2.1. Numerator: Number of women in the denominator who were screened for substance use, using a formal and valid screening tool, during each trimester that they were enrolled in the prenatal program AND if positive, received a brief intervention or referral to services

2.9.2.2. Numerator Note: numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.2.3. Denominator: Number of women enrolled in the agency prenatal program and who had a live birth during the measurement year.

Exhibit B-4 Amendment #1
Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: Lamprey Health Care Inc.

Budget Request for: Primary Care Services
(Name of RFP)

Budget Period: April 1, 2020 - June 30, 2020

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$2,268,350.50	$ -	$ 2,268,350.50	$ 2,169,506.83	$ -	$ 2,169,506.83	$ 98,843.67	$ -	$ 98,843.67
2. Employee Benefits	$ 548,672.47	$ -	$ 548,672.47	$ 522,851.14	$ -	$ 522,851.14	$ 23,821.33	$ -	$ 23,821.33
3. Consultants	$ 203,464.50	$ -	$ 203,464.50	$ 203,464.50	$ -	$ 203,464.50		$ -	$ -
4. Equipment:	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
Rental	$ 7,055.00	$ -	$ 7,055.00	$ 7,055.00	$ -	$ 7,055.00	$ -	$ -	$ -
Repair and Maintenance	$ 505.50	$ -	$ 505.50	$ 505.50	$ -	$ 505.50	$ -	$ -	$ -
Purchase/Depreciation	$ 13,055.89	$ -	$ 13,055.89	$ 13,055.89	$ -	$ 13,055.89	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 2,003.75	$ -	$ 2,003.75	$ 2,003.75	$ -	$ 2,003.75	$ -	$ -	$ -
Lab	$ 15,250.00	$ -	$ 15,250.00	$ 15,250.00	$ -	$ 15,250.00	$ -	$ -	$ -
Pharmacy	$ 103,350.00	$ -	$ 103,350.00	$ 103,350.00	$ -	$ 103,350.00	$ -	$ -	$ -
Medical	$ 22,460.00	$ -	$ 22,460.00	$ 22,460.00	$ -	$ 22,460.00	$ -	$ -	$ -
Office	$ 14,093.25	$ -	$ 14,093.25	$ 14,093.25	$ -	$ 14,093.25	$ -	$ -	$ -
6. Travel	$ 7,415.00	$ -	$ 7,415.00	$ 7,415.00	$ -	$ 7,415.00	$ -	$ -	$ -
7. Occupancy	$ 207,778.25		$ 207,778.25	$ -		$ -	$ -		$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 17,000.00	$ -	$ 17,000.00	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ 4,061.00	$ -	$ 4,061.00	$ 4,061.00	$ -	$ 4,061.00	$ -	$ -	$ -
Dues and Subscriptions	$ 6,774.00	$ -	$ 6,774.00	$ 6,774.00	$ -	$ 6,774.00	$ -	$ -	$ -
Audit and Legal	$ 2,375.00	$ -	$ 2,375.00	$ 2,375.00	$ -	$ 2,375.00	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 53,031.00	$ -	$ 53,031.00	$ 53,031.00	$ -	$ 53,031.00	$ -	$ -	$ -
11. Staff Education and Training	$ 19,559.17	$ -	$ 19,559.17	$ 19,559.17	$ -	$ 19,559.17	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ 558.50	$ -	$ 558.50	$ 558.50	$ -	$ 558.50	$ -	$ -	$ -
HR/IT Allocation		$ 193,653.80	$ 193,653.80		$ 193,653.80	$ 193,653.80	$ -	$ -	$ -
Admin/Finance Allocation		$ 147,278.86	$ 147,278.86		$ 147,278.86	$ 147,278.86	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 3,514,812.77	$ 340,932.66	$ 3,855,745.44	$ 3,167,369.52	$ 340,932.66	$ 3,508,302.19	$ 122,665.00	$ -	$ 122,665.00
Indirect As A Percent of Direct		9.7%							

Exhibit B-5 Amendment #1
Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: Lamprey Health Care Inc.

Budget Request for: Primary Care Services
(Name of RFP)

Budget Period: July 1, 2020 - June 30, 2021

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$9,254,870.04	$ -	$ 9,254,870.04	$ 8,859,504.21	$ -	$ 8,859,504.21	$ 395,365.83	$ -	$ 395,365.83
2. Employee Benefits	$ 2,230,423.68	$ -	$ 2,230,423.68	$ 2,135,130.51	$ -	$ 2,135,130.51	$ 95,293.17	$ -	$ 95,293.17
3. Consultants	$ 838,273.74	$ -	$ 838,273.74	$ 838,273.74	$ -	$ 838,273.74	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 28,220.00	$ -	$ 28,220.00	$ 28,220.00	$ -	$ 28,220.00	$ -	$ -	$ -
Repair and Maintenance	$ 2,022.00	$ -	$ 2,022.00	$ 2,022.00	$ -	$ 2,022.00	$ -	$ -	$ -
Purchase/Depreciation	$ 54,834.72	$ -	$ 54,834.72	$ 54,834.72	$ -	$ 54,834.72	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 3,000.00	$ -	$ 3,000.00	$ 3,000.00	$ -	$ 3,000.00	$ -	$ -	$ -
Lab	$ 62,830.00	$ -	$ 62,830.00	$ 62,830.00	$ -	$ 62,830.00	$ -	$ -	$ -
Pharmacy	$ 425,802.00	$ -	$ 425,802.00	$ 425,802.00	$ -	$ 425,802.00	$ -	$ -	$ -
Medical	$ 89,890.50	$ -	$ 89,890.50	$ 89,890.50	$ -	$ 89,890.50	$ -	$ -	$ -
Office	$ 58,064.19	$ -	$ 58,064.19	$ 58,064.19	$ -	$ 58,064.19	$ -	$ -	$ -
6. Travel	$ 29,660.00	$ -	$ 29,660.00	$ 29,660.00	$ -	$ 29,660.00	$ -	$ -	$ -
7. Occupancy	$ 899,113.00		$ 899,113.00	$ 899,113.00		$ 899,113.00	$ -		$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 61,000.00	$ -	$ 61,000.00	$ 61,000.00	$ -	$ 61,000.00	$ -	$ -	$ -
Postage	$ 16,244.00	$ -	$ 16,244.00	$ 16,244.00	$ -	$ 16,244.00	$ -	$ -	$ -
Subscriptions	$ 27,096.00	$ -	$ 27,096.00	$ 27,096.00	$ -	$ 27,096.00	$ -	$ -	$ -
Audit and Legal	$ 12,000.00	$ -	$ 12,000.00	$ 12,000.00	$ -	$ 12,000.00	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 212,124.00	$ -	$ 212,124.00	$ 212,124.00	$ -	$ 212,124.00	$ -	$ -	$ -
11. Staff Education and Training	$ 82,148.50	$ -	$ 82,148.50	$ 82,148.50	$ -	$ 82,148.50	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ 2,234.00	$ -	$ 2,234.00	$ 2,234.00	$ -	$ 2,234.00	$ -	$ -	$ -
HR/IT Allocation		$ 813,345.96	$ 813,345.96		$ 813,345.96	$ 813,345.96	$ -	$ -	$ -
Admin/Finance Allocation		$ 589,115.45	$ 589,115.45		$ 589,115.45	$ 589,115.45	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 14,389,850.37	$ 1,402,461.41	$ 15,792,311.78	$ 13,899,191.37	$ 1,402,461.41	$ 15,301,652.78	$ 490,659.00	$ -	$ 490,659.00
Indirect As A Percent of Direct		9.7%							

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LAMPREY HEALTH CARE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 16, 1971. 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: 66382
Certificate Number : 0004496055

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11th day of April A.D. 2019.

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, T. Christopher Drew, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of Lamprey Health Care, Inc.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on February 26, 2020, at which a quorum of the Directors were present and voting.

VOTED: That Francis Goodspeed, Board President or Raymond Goodman, III, Board Vice President are duly authorized on behalf of Lamprey Health Care, Inc. to enter into contracts or agreements with the State 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 termination 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: February 26, 2020

Signature of Elected Officer
Name: T. Christopher Drew
Title: Secretary

STATE OF NEW HAMPSHIRE

County of Rockingham

The foregoing instrument was acknowledged before me this 26 day of February, 2020,

By T. Christopher Drew, Secretary

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

KATELYN SOUPHAKHOT, Notary Public
State of New Hampshire
My Commission Expires November 14, 2023

Commission Expires: _____

Rev. 09/23/19

LAMPHEA-01 TFAGERSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/4/2019

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

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

PRODUCER License # 1780862 HUB International New England 100 Central Street, Suite 201 Holliston, MA 01746	CONTACT NAME: Dan Joyal PHONE (A/C, No, Ext): (774) 233-6208 FAX (A/C, No): E-MAIL ADDRESS: dan.joyal@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURED Lamprey Health Care, Inc. 207 South Main Street Newmarket, NH 03857	INSURER B : Atlantic Charter Insurance Company	44326
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			PHPK2002335	7/1/2019	7/1/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		WCA00545407	7/1/2019	7/1/2020	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

Evidence of General Liability and Workers Compensation coverage.

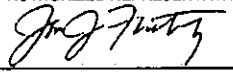
CERTIFICATE HOLDER

NH DHHS
129 Pleasant Street
Concord, NH 03301

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.

AUTHORIZED REPRESENTATIVE



LAMPREY HEALTH CARE

Where Excellence and Caring go Hand in Hand

Our Mission

The mission of Lamprey Health Care is to provide high quality primary medical care and health related services, with an emphasis on prevention and lifestyle management, to all individuals regardless of ability to pay.

- We seek to be **a leader in providing access** to medical and health services that improve the health status of the individuals and families in the communities we serve.
- Our mission is to **remove barriers that prevent access to care**; we strive to eliminate such barriers as language, cultural stereotyping, finances and/or lack of transportation.
- Lamprey Health Care's **commitment to the community** extends to providing and/or coordinating access to a full range of comprehensive services.
- Lamprey Health Care is committed to achieving the highest level of patient satisfaction through a personal and caring approach and **exceeding standards of excellence in quality and service**.

Our Vision

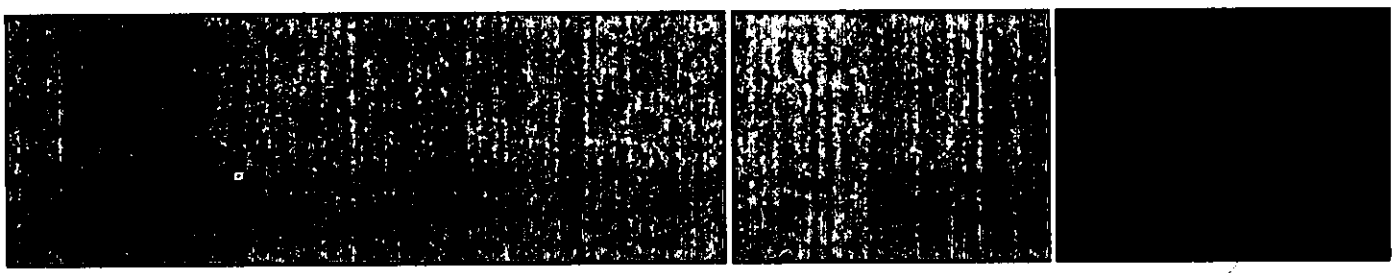
- We will be the **outstanding primary care choice** for our patients, our communities and our service area, and the standard by which others are judged.
- We will continue as **pacesetter** in the use of new knowledge for lifestyle improvement, quality of life.
- We will be a **center of excellence** in service, quality and teaching.
- We will be **part of an integrated system** of care to ensure access to medical care for all individuals and families in our communities.
- We will be an **innovator** to foster development of the best primary care practices, adoption of the tools of technology and teaching.
- We will **establish partnerships**, linkages, networks and referrals with other organizations to provide access to a full range of services to meet our communities' needs.

Our Values

- We exist to **serve the needs of our patients**.
- We value a positive **caring approach** in delivering patient services.
- We are committed to **improving the health** and total well-being of our communities.
- We are committed to **being proactive** in identifying and meeting our communities' health care needs.
- We provide a supportive environment for **the professional and personal growth, and healthy lifestyles of our employees**.
- We provide an **atmosphere of learning** and growth for both patients and employees as well as for those seeking training in primary care.
- We succeed by utilizing a **team approach** that values a positive, constructive commitment to Lamprey Health Care's mission.

Affirmed 12/18/2019

BerryDunn



LAMPREY HEALTH CARE

Where Excellence and Caring go Hand in Hand

CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

September 30, 2019 and 2018

With Independent Auditor's Report

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc.

We have audited the accompanying consolidated financial statements of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc., which comprise the consolidated balance sheets as of September 30, 2019 and 2018, and the related consolidated statements of operations, functional expenses, 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 Consolidated 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. 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 consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc. as of September 30, 2019 and 2018, 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 Principles

As discussed in Note 1 to the financial statements, in 2019 Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc. adopted new accounting guidance, Financial Accounting Standards Board Accounting Standards Updates No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities* (Topic 958) and No. 2016-18, *Restricted Cash* (Topic 230). Our opinion is not modified with respect to these matters.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying consolidating balance sheets as of September 30, 2019 and 2018, and the related consolidating statements of operations and changes in net assets for the years then ended, are presented for purposes of additional analysis rather than to present the financial position and changes in net assets of the individual entities, and are not a required part of the consolidated 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 consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated 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 consolidated financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
January 17, 2020

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Balance Sheets

September 30, 2019 and 2018

ASSETS

	2019	2018
Current assets		
Cash and cash equivalents	$ 1,422,407	$ 1,341,015
Patient accounts receivable, net	1,237,130	1,330,670
Grants receivable	452,711	228,972
Other receivables	236,798	172,839
Inventory	81,484	72,219
Other current assets	78,405	139,568
Total current assets	3,508,935	3,285,283
Investment in limited liability company	19,101	22,590
Assets limited as to use	2,943,714	3,205,350
Fair value of interest rate swap	13,512	-
Property and equipment, net	7,608,578	7,584,923
Total assets	$14,093,840	$14,098,146

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	$ 641,818	$ 438,830
Accrued payroll and related expenses	961,024	919,690
Deferred revenue	85,418	117,696
Current maturities of long-term debt	106,190	102,014
Total current liabilities	1,794,450	1,578,230
Long-term debt, less current maturities	2,031,076	2,134,337
Fair value of interest rate swap	-	13,404
Total liabilities	3,825,526	3,725,971
Net assets		
Without donor restrictions	9,732,208	10,061,029
With donor restrictions	536,106	311,146
Total net assets	10,268,314	10,372,175
Total liabilities and net assets	$14,093,840	$14,098,146

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

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statements of Operations

Years Ended September 30, 2019 and 2018

	2019	2018
Operating revenue		
Patient service revenue	$ 9,143,768	$ 9,426,185
Provision for bad debts	(398,544)	(354,460)
Net patient service revenue	8,745,224	9,071,725
Grants, contracts and contributions	6,104,270	5,538,925
Other operating revenue	1,637,578	769,240
Net assets released from restrictions for operations	75,197	118,447
Total operating revenue	16,562,269	15,498,337
Operating expenses		
Salaries and wages	10,584,157	9,941,188
Employee benefits	1,993,787	1,688,571
Supplies	646,774	715,862
Purchased services	1,731,988	1,569,327
Facilities	580,711	594,355
Other operating expenses	697,570	537,414
Insurance	145,114	143,338
Depreciation	461,062	459,716
Interest	107,855	96,431
Total operating expenses	16,949,018	15,746,202
Deficiency of revenue over expenses	(386,749)	(247,865)
Change in fair value of interest rate swap	26,916	365
Net assets released from restrictions for capital acquisition	31,012	16,651
Decrease in net assets without donor restrictions	$ (328,821)	$ (230,849)

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

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statement of Functional Expenses

Year Ended September 30, 2019

	Healthcare Services	AHEC/PHN	Transportation	Total Healthcare Services	Administration and Support Services	Total
Salaries and wages	$ 8,599,722	$ 418,785	$ 127,054	$ 9,145,561	$ 1,438,596	**$ 10,584,157**
Employee benefits	1,531,182	76,015	23,346	1,630,543	363,244	**1,993,787**
Supplies	614,628	12,839	47	627,514	19,260	**646,774**
Purchased services	892,684	225,590	407	1,118,681	613,307	**1,731,988**
Facilities	4,020	477	23,155	27,652	553,059	**580,711**
Other	283,801	157,524	120	441,445	256,125	**697,570**
Insurance	-	-	8,922	8,922	136,192	**145,114**
Depreciation	-	-	27,509	27,509	433,553	**461,062**
Interest	-	-	-	-	107,855	**107,855**
Allocated program support	886,269	-	-	886,269	(886,269)	**-**
Allocated occupancy costs	714,331	34,319	4,531	753,181	(753,181)	**-**
Total	**$ 13,526,637**	**$ 925,549**	**$ 215,091**	**$ 14,667,277**	**$ 2,281,741**	**$ 16,949,018**

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

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statement of Functional Expenses

Year Ended September 30, 2018

	Healthcare Services	AHEC/PHN	Transportation	Total Healthcare Services	Administration and Support Services	Total
Salaries and wages	$ 8,000,572	$ 411,320	$ 120,008	$ 8,531,900	$ 1,409,288	$ 9,941,188
Employee benefits	1,315,582	70,805	20,049	1,406,436	282,135	1,688,571
Supplies	684,828	7,051	40	691,919	23,943	715,862
Purchased services	815,843	139,400	-	955,243	614,084	1,569,327
Facilities	4,402	480	20,945	25,827	568,528	594,355
Other	253,564	87,005	39	340,608	196,806	537,414
Insurance	-	-	8,696	8,696	134,642	143,338
Depreciation	-	-	28,093	28,093	431,623	459,716
Interest	-	-	-	-	96,431	96,431
Allocated program support	825,266	-	-	825,266	(825,266)	-
Allocated occupancy costs	930,169	36,593	4,831	971,593	(971,593)	-
Total	$ 12,830,226	$ 752,654	$ 202,701	$ 13,785,581	$ 1,960,621	$ 15,746,202

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

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statements of Changes in Net Assets

Years Ended September 30, 2019 and 2018

	2019	2018
Net assets without donor restrictions		
Deficiency of revenue over expenses	$ (386,749)	$ (247,865)
Change in fair value of interest rate swap	26,916	365
Net assets released from restrictions for capital acquisition	31,012	16,651
Decrease in net assets without donor restrictions	(328,821)	(230,849)
Net assets with donor restrictions		
Contributions	205,027	71,205
Grants for capital acquisition	126,142	16,651
Net assets released from restrictions for operations	(75,197)	(118,447)
Net assets released from restrictions for capital acquisition	(31,012)	(16,651)
Increase (decrease) in net assets with donor restrictions	224,960	(47,242)
Change in net assets	(103,861)	(278,091)
Net assets, beginning of year	10,372,175	10,650,266
Net assets, end of year	$10,268,314	$10,372,175

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

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statements of Cash Flows

Years Ended September 30, 2019 and 2018

	2019	2018
Cash flows from operating activities		
Change in net assets	$ (103,861)	$ (278,091)
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Provision for bad debts	398,544	354,460
Depreciation	461,062	459,716
Equity in earnings of limited liability company	3,489	(2,292)
Change in fair value of interest rate swap	(26,916)	(365)
Grants for capital acquisition	(126,142)	(16,651)
(Increase) decrease in the following assets:		
Patient accounts receivable	(305,004)	(614,015)
Grants receivable	(223,739)	247,179
Other receivable	(63,959)	(87,482)
Inventory	(9,265)	(8,640)
Other current assets	61,163	21,378
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	25,215	42,545
Accrued payroll and related expenses	41,334	39,213
Deferred revenue	(32,278)	28,656
Net cash provided by operating activities	99,643	185,611
Cash flows from investing activities		
Capital acquisitions	(306,944)	(173,745)
Cash flows from financing activities		
Grants for capital acquisition	126,142	16,651
Principal payments on long-term debt	(99,085)	(104,489)
Net cash provided (used) by financing activities	27,057	(87,838)
Net decrease in cash and cash equivalents and restricted cash	(180,244)	(75,972)
Cash and cash equivalents and restricted cash, beginning of year	4,546,365	4,622,337
Cash and cash equivalents and restricted cash, end of year	$ 4,366,121	$ 4,546,365
Breakdown of cash and cash equivalents and restricted cash, end of year		
Cash and cash equivalents	$ 1,422,407	$ 1,341,015
Assets limited as to use	2,943,714	3,205,350
	$ 4,366,121	$ 4,546,365
Supplemental disclosure of cash flow information		
Cash paid for interest	$ 107,855	$ 96,431
Capital expenditures included in accounts payable	$ 177,773	$ -

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

1. Summary of Significant Accounting Policies

Organization

Lamprey Health Care, Inc. (LHC) is a not-for-profit corporation organized in the State of New Hampshire. LHC is a Federally Qualified Health Center (FQHC) whose primary purpose is to provide high quality family health, medical and behavioral health services to residents of southern New Hampshire without regard to the patient's ability to pay for these services.

Subsidiary

Friends of Lamprey Health Care, Inc. (FLHC) is a not-for-profit corporation organized in the State of New Hampshire. FLHC's primary purpose is to support LHC. FLHC is also the owner of the property occupied by LHC's administrative and program offices in Newmarket, New Hampshire. LHC is the sole member of FLHC.

Principles of Consolidation

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

Recently Adopted Accounting Pronouncements

In August 2016, the Financial Accounting Standards Board issued Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities* (Topic 958), which makes targeted changes to the not-for-profit financial reporting model. The ASU marks the completion of the first phase of a larger project aimed at improving not-for-profit financial reporting. Under the ASU, net asset reporting is streamlined and clarified. The existing three category classification of net assets was replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions." The guidance on accounting for the lapsing of restrictions on gifts to acquire property and equipment has also been simplified and clarified. New disclosures highlight restrictions on the use of resources that make otherwise liquid assets unavailable for meeting near-term financial requirements. The ASU also imposes several new requirements related to reporting expenses which resulted in the expansion of the consolidated financial statements to include statements of functional expenses. The Organization has adjusted the presentation of these statements accordingly. The ASU has been applied retrospectively to 2018. The adoption had no effect on the Organization's total net assets, results of operations, changes in net assets or cash flows for the year ended September 30, 2019. The adoption did result in a reclassification of net assets previously reported as net assets with donor restrictions to net assets without donor restrictions. This related to gifts received and used to acquire property and equipment and the restrictions on these gifts were previously released over the useful life of the acquired assets. Previously reported net assets with donor restrictions of $109,370 and $115,620 at September 30, 2018 and 2017, respectively, have been reclassified as net assets without donor restrictions.

In November 2016, FASB issued ASU No. 2016-18, *Restricted Cash* (Topic 230), which requires that a statement of cash flows explain the change during the period in the total of cash, cash equivalents, and amounts generally described as restricted cash or restricted cash equivalents. Therefore, amounts generally described as restricted cash and restricted cash equivalents should be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the statement of cash flows. The ASU is effective for fiscal years beginning on or after December 15, 2018. The Organization adopted ASU No. 2016-18 in 2019, and restated its 2018 statement of cash flows to conform to the provisions thereof.

Basis of Presentation

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (U.S. GAAP), which require the Organization to report information in the 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 Organization. These net assets may be used at the discretion of the Organization's management and the Board of Directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

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 the 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 statements of operations and changes in net assets as net assets released from restrictions. Donor-restricted contributions whose restrictions are met in the same year as received are reflected as contributions without donor restrictions in the accompanying financial statements.

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as net assets without donor restrictions unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as net assets with donor restrictions. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Use of Estimates

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

Income Taxes

Both LHC and FLHC are public charities under Section 501(c)(3) of the Internal Revenue Code. As public charities, the entities are exempt from state and federal income taxes on income earned in accordance with their tax-exempt purposes. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the consolidated financial statements.

Cash and Cash Equivalents

Cash and cash equivalents consist of business checking and savings accounts as well as petty cash funds.

The Organization maintains cash balances at several financial institutions. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000. At various times throughout the year, the Organization's cash balances may exceed FDIC insurance. The Organization has not experienced any losses in such accounts and management believes it is not exposed to any significant risk.

Patient Accounts Receivable

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectibility of patient accounts receivable, the Organization analyzes its past collection history and identifies trends for all funding sources in the aggregate. In addition, patient balances in excess of 120 days are 100% reserved. Management regularly reviews revenue and payer mix data in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

Grants and Other Receivables

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

The Organization 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 September 30, 2019 and September 30, 2018, grants from DHHS (including both direct awards and awards passed through other organizations) represented approximately 76% and 76%, respectively, of grants, contracts and contributions revenue.

Investment in Limited Liability Company

The Organization is one of eight partners who each made a capital contribution of $500 to Primary Health Care Partners (PHCP). The purposes of PHCP are: (i) to engage and contract directly with the payers of health care to influence the design and testing of emerging payment methodologies; (ii) to achieve the three part aim of better care for individuals, better health for populations and lower growth in expenditures in connection with both governmental and non-governmental payment systems; (iii) to undertake joint activities to offer access to high quality, cost effective medical, mental health, oral health, home care and other community-based services, based upon the medical home model of primary care delivery, that promote health and well-being by developing and implementing effective clinical and administrative systems in a manner that is aligned with the FQHC model; and to lead collaborative efforts to manage costs and improve the quality of primary care services delivered by health centers operated throughout the state of New Hampshire; and (iv) to engage in any and all lawful activities, including without limitation the negotiation of contracts, agreements and/or arrangements (with payers and other parties). The Organization's investment in PHCP is reported using the equity method and the investment amounted to $19,101 and $22,590 at September 30, 2019 and 2018, respectively.

Assets Limited as To Use

Assets limited as to use include cash and cash equivalents set aside under loan agreements for repairs and maintenance on the real property collateralizing the loan, assets designated by the Board of Directors for specific projects or purposes and donor-restricted contributions as discussed further in Note 7.

Property and Equipment

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

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

340B Drug Pricing Program

LHC, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHCs and other identified entities at a reduced price. LHC contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of LHC and bill insurances on behalf of LHC. Reimbursement received by the pharmacies is remitted to LHC net of dispensing and administrative fees. Revenue generated from the program is included in patient service revenue net of third-party allowances. The cost of drug replenishments and contracted expenses incurred related to the program are included in other operating expenses.

Functional Expenses

The financial statements report certain categories of expenses that are attributable to one or more programs or supporting functions of the Organization. Expenses which are allocated between program services and administrative support include employee benefits which are allocated based on direct wages, facilities and related costs which are allocated based upon square footage occupied by the program, and direct program support (billing and medical records) which is 100% attributable to healthcare services.

Deficiency of Revenue Over Expenses

The consolidated statements of operations reflect the deficiency of revenue over expenses. Changes in net assets without donor restriction which are excluded from this measure include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets) and changes in fair value of an interest rate swap that qualifies for hedge accounting.

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through January 17, 2020, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

2. Availability and Liquidity of Financial Assets

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

The Organization had working capital of $1,714,485 and $1,707,053 at September 30, 2019 and 2018, respectively. The Organization had average days cash and cash equivalents on hand (based on normal expenditures) of 31 and 32 at September 30, 2019 and 2018, respectively.

Financial assets available for general expenditure within one year as of September 30 were as follows:

	2019	2018
Cash and cash equivalents	$ 1,422,407	$ 1,341,015
Patient accounts receivable, net	1,237,130	1,330,670
Grants receivable	452,711	228,972
Other receivables	236,798	172,839
Financial assets available	$ 3,349,046	$ 3,073,496

The Organization has certain board-designated assets limited to use which are available for general expenditure within one year in the normal course of operations upon obtaining approval from the Board of Directors. Accordingly, these assets have not been included in the qualitative information above. The Organization has other assets limited to use for donor-restricted purposes, which are more fully described in Note 7, are not available for general expenditure within the next year and are not reflected in the amounts above.

The Organization's goal is generally to have, at the minimum, the Health Resources and Services Administration recommended days cash and cash equivalents on hand for operations of 30 days.

The Organization has a $1,000,000 line of credit, as discussed in more detail in Note 5.

3. Patient Accounts Receivable

Patient accounts receivable consisted of the following:

	2019	2018
Patient accounts receivable	$ 1,397,194	$ 1,386,791
Contract 340B pharmacy program receivables	75,586	197,976
Total patient accounts receivable	1,472,780	1,584,767
Allowance for doubtful accounts	(235,650)	(254,097)
Patient accounts receivable, net	$ 1,237,130	$ 1,330,670

A reconciliation of the allowance for uncollectible accounts follows:

	2019	2018
Balance, beginning of year	$ 254,097	$ 233,455
Provision for bad debts	398,544	354,460
Write-offs	(416,991)	(333,818)
Balance, end of year	$ 235,650	$ 254,097

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. Primary payers representing 10% or more of the Organization's gross patient accounts receivable are as follows:

	2019	2018
Medicare	17 %	18 %
Medicaid	19 %	14 %
Anthem Blue Cross Blue Shield	*	13 %

* less than 10%

4. Property and Equipment

Property and equipment consists of the following:

	2019	2018
Land and improvements	$ 1,154,753	$ 1,154,753
Building and improvements	11,048,899	10,943,714
Furniture, fixtures and equipment	1,799,636	1,723,627
Total cost	14,003,288	13,822,094
Less accumulated depreciation	6,667,847	6,237,171
	7,335,441	7,584,923
Construction in progress	273,137	-
Property and equipment, net	$ 7,608,578	$ 7,584,923

During 2019, the Organization began to make renovations to the clinical building in Newmarket, New Hampshire. The project is estimated to cost approximately $780,000 and is expected to be completed and placed in service in December 2019. The project has been funded primarily through donor restricted contributions and debt.

The Organization has made renovations to certain buildings with federal grant funding. In accordance with the grant agreements, a Notice of Federal Interest (NFI) was filed in the appropriate official records of the jurisdiction in which the property is located. The NFI is designed to notify any prospective buyer or creditor that the Federal Government has a financial interest in the real property components acquired under the aforementioned grant; that the property may not be used for any purpose inconsistent with that authorized by the grant program statute and applicable regulations; that the property may not be mortgaged or otherwise used as collateral without the written permission of the Associate Administrator of the Office of Federal Assistance Management (OFAM), Health Resources and Services Administration (HRSA); and that the property may not be sold or transferred to another party without the written permission of the Associate Administrator of OFAM and HRSA.

5. Line of Credit

The Organization has an available $1,000,000 revolving line of credit from a local bank through May 31 2021, with an interest rate of 5.50%. The line of credit is collateralized by all business assets. There was no outstanding balance as of September 30, 2019 and 2018.

6. Long-Term Debt

Long-term debt consists of the following:

	2019	2018
Promissory note payable to local bank; see terms outlined below.	$ 851,934	$ 875,506
5.375% promissory note payable to United States Department of Agriculture, Rural Development (Rural Development), paid in monthly installments of $4,949, which includes interest, through June 2026. The note is collateralized by all tangible property owned by the Organization. The note was paid off through refinancing that is effective in October 2019; see details below.	335,509	371,976
4.75% promissory note payable to Rural Development, paid in monthly installments of $1,892, which includes interest, through November 2033. The note is collateralized by all tangible property owned by the Organization. The note was paid off through refinancing that is effective in October 2019; see details below.	231,091	242,438
4.375% promissory note payable to Rural Development, paid in monthly installments of $5,000, which includes interest, through December 2036. The note is collateralized by all tangible property owned by the Organization. The note was paid off through refinancing that is effective in October 2019; see details below.	718,732	746,431
Total long-term debt	2,137,266	2,236,351
Less current maturities	106,190	102,014
Long-term debt, less current maturities	$ 2,031,076	$ 2,134,337

The Organization has a promissory note with a local bank which is a ten-year balloon note to be paid at the amortization rate of 30 years, with monthly principal payments of $1,345 plus interest at 85% of the one-month LIBOR rate plus 2.125% through January 2022 when the balloon payment is due. The note is collateralized by the real estate. The Organization has an interest rate swap agreement for the ten-year period through 2022 that limits the potential interest rate fluctuation and essentially fixes the rate at 4.13%. The fair value of the interest rate swap agreement was an asset of $13,512 and a liability of $13,404 at September 30, 2019 and 2018, respectively.

Effective October 2, 2019, the Organization obtained a $2,100,000 note payable with a local bank, which repaid the notes payable due to Rural Development in the amount of $1,285,332, and the additional financing was used to renovate the Organization's Newmarket clinical building as discussed in Note 4. The note has a ten-year balloon and is to be paid at the amortization rate of 30 years, with monthly principal payments plus interest at the greater of the Wall Street Journal Prime rate or the weighted average of the rate of overnight Federal funds with members of the Federal Reserve Bank of New York plus 0.5% through October 2029 when the balloon payment is due. The note is collateralized by the real estate. The Organization has an interest rate swap agreement for the ten-year period through 2029 that limits the potential interest rate fluctuation and essentially fixes the rate at 3.173%.

The Organization is required to meet certain administrative and financial covenants under various loan agreements included above. The Organization failed to meet one of those loan covenants at September 30, 2019 and has received a waiver of default from the bank.

Maturities of long-term debt for the next five years and thereafter (adjusted for the refinancing as discussed above) are as follows:

2020	$ 106,190
2021	50,783
2022	832,321
2023	28,439
2024	29,264
Thereafter	1,090,269
Total	$ 2,137,266

7. Net Assets

Net assets without donor restrictions are designated for the following purposes:

	2019	2018
Undesignated	$ 7,019,181	$ 7,377,112
Repairs and maintenance on the real property collateralizing Rural Development loans	142,092	142,092
Board-designated for		
Transportation	16,982	16,982
Working capital	1,391,947	1,391,947
Building improvements	1,162,006	1,132,896
Total	$ 9,732,208	$10,061,029

Net assets with donor restrictions were restricted for the following specific purposes:

	2019	2018
Temporary in nature:		
Capital improvements	$ 326,567	$ 231,436
Community programs	181,151	54,643
Substance abuse prevention	28,388	25,067
Total	$ 536,106	$ 311,146

8. Patient Service Revenue

Patient service revenue was as follows for the years ended September 30:

	2019	2018
Gross charges	$13,786,408	$13,683,357
340B contract pharmacy revenue	1,139,085	1,327,156
Total gross revenue	14,925,493	15,010,513
Contractual adjustments	(4,793,060)	(4,534,268)
Sliding fee discounts	(964,485)	(1,030,666)
Other discounts	(24,180)	(19,394)
Total patient service revenue	$ 9,143,768	$ 9,426,185

The mix of gross patient service revenue from patients and third-party payers was as follows for the years ended September 30:

	2019	2018
Medicare	17 %	17 %
Medicaid	31 %	27 %
Blue Cross Blue Shield	17 %	18 %
Other payers	21 %	24 %
Self pay and sliding fee scale patients	14 %	14 %
	100 %	100 %

Laws and regulations governing the Medicare, Medicaid and 340B programs are complex and subject to interpretation. The Organization believes that it is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare, Medicaid and 340B programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

A summary of the payment arrangements with major third-party payers follows:

Medicare

The Organization is reimbursed for the care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by federal guidelines. Overall, reimbursement was and continues to be subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through September 30, 2018.

Medicaid and Other Payers

The Organization is reimbursed by Medicaid for the care of qualified patients on a prospective basis. Overall, reimbursement is subject to a maximum allowable rate per visit. The Organization also has entered into payment agreements with certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. Under these arrangements, the Organization is reimbursed based on contractually obligated payment rates which may be less than the Organization's public fee schedule.

Charity Care

The Organization provides care to patients who meet certain criteria under its sliding fee discount policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost amounted to approximately $1,053,562 and $1,041,596 for the years ended September 30, 2019 and 2018, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

9. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 403(b). The Organization contributed $300,572 and $157,605 for the years ended September 30, 2019 and 2018, respectively. The Organization's Board of Directors voted to suspend the employer contributions to the plan in April 2018 and resume contributions in January 2019 subsequent to the adoption of revisions to the employer contribution component of the plan documents.

10. Medical Malpractice

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of September 30, 2019, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

11. Litigation

From time-to-time certain complaints are filed against the Organization in the ordinary course of business. Management vigorously defends the Organization's actions in those cases and utilizes insurance to cover material losses. In the opinion of management, there are no matters that will materially affect the Organization's consolidated financial statements.

SUPPLEMENTARY INFORMATION

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Balance Sheet

September 30, 2019

ASSETS

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	2019 Consolidated
Current assets				
Cash and cash equivalents	$ 453,924	$ 968,483	$ -	$ 1,422,407
Patient accounts receivable, net	1,237,130	-	-	1,237,130
Grants receivable	452,711	-	-	452,711
Other receivables	236,798	59,797	(59,797)	236,798
Inventory	81,484	-	-	81,484
Other current assets	78,405	-	-	78,405
Total current assets	2,540,452	1,028,280	(59,797)	3,508,935
Investment in limited liability company	19,101	-	-	19,101
Assets limited as to use	2,861,010	82,704	-	2,943,714
Fair value of interest rate swap	13,512	-	-	13,512
Property and equipment, net	5,718,217	1,890,361	-	7,608,578
Total assets	$11,152,292	$ 3,001,345	$ (59,797)	$14,093,840

LIABILITIES AND NET ASSETS

Current liabilities				
Accounts payable and accrued expenses	$ 701,615	$ -	$ (59,797)	$ 641,818
Accrued payroll and related expenses	961,024	-	-	961,024
Deferred revenue	85,418	-	-	85,418
Current maturities of long-term debt	65,417	40,773	-	106,190
Total current liabilities	1,813,474	40,773	(59,797)	1,794,450
Long-term debt, less current maturities	1,122,027	909,049	-	2,031,076
Total liabilities	2,935,501	949,822	(59,797)	3,825,526
Net assets				
Without donor restrictions	7,680,685	2,051,523	-	9,732,208
With donor restrictions	536,106	-	-	536,106
Total net assets	8,216,791	2,051,523	-	10,268,314
Total liabilities and net assets	$11,152,292	$ 3,001,345	$ (59,797)	$14,093,840

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Balance Sheet

September 30, 2018

ASSETS

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2018 Consolidated
Current assets			
Cash and cash equivalents	$ 656,379	$ 684,636	$ 1,341,015
Patient accounts receivable, net	1,330,670	-	1,330,670
Grants receivable	228,972	-	228,972
Other receivables	172,839	-	172,839
Inventory	72,219	-	72,219
Other current assets	139,568	-	139,568
Total current assets	2,600,647	684,636	3,285,283
Investment in limited liability company	22,590	-	22,590
Assets limited as to use	2,920,876	284,474	3,205,350
Property and equipment, net	5,585,290	1,999,633	7,584,923
Total assets	$11,129,403	$ 2,968,743	$14,098,146

LIABILITIES AND NET ASSETS

Current liabilities			
Accounts payable and accrued expenses	$ 438,830	$ -	$ 438,830
Accrued payroll and related expenses	919,690	-	919,690
Deferred revenue	117,696	-	117,696
Current maturities of long-term debt	63,027	38,987	102,014
Total current liabilities	1,539,243	38,987	1,578,230
Long-term debt, less current maturities	1,184,455	949,882	2,134,337
fair value of interest rate swap	13,404	-	13,404
Total liabilities	2,737,102	988,869	3,725,971
Net assets			
Without donor restrictions	8,081,155	1,979,874	10,061,029
With donor restrictions	311,146	-	311,146
Total net assets	8,392,301	1,979,874	10,372,175
Total liabilities and net assets	$11,129,403	$ 2,968,743	$14,098,146

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Statement of Operations

Year Ended September 30, 2019

	Lamprey Health Care Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	2019 Consolidated
Operating revenue				
Patient service revenue	$ 9,143,768	$ -	$ -	$ 9,143,768
Provision for bad debts	(398,544)	-	-	(398,544)
Net patient service revenue	8,745,224	-	-	8,745,224
Rental income	-	227,916	(227,916)	-
Grants, contracts and contributions	6,104,270	-	-	6,104,270
Other operating revenue	1,637,475	103	-	1,637,578
Net assets released from restrictions for operations	75,197	-	-	75,197
Total operating revenue	16,562,166	228,019	(227,916)	16,562,269
Operating expenses				
Salaries and wages	10,584,157	-	-	10,584,157
Employee benefits	1,993,787	-	-	1,993,787
Supplies	646,774	-	-	646,774
Purchased services	1,731,860	128	-	1,731,988
Facilities	808,327	300	(227,916)	580,711
Other operating expenses	694,558	3,012	-	697,570
Insurance	145,114	-	-	145,114
Depreciation	351,790	109,272	-	461,062
Interest expense	64,197	43,658	-	107,855
Total operating expenses	17,020,564	156,370	(227,916)	16,949,018
(Deficiency) excess of revenue over expenses	(458,398)	71,649	-	(386,749)
Change in fair value of interest rate swap	26,916	-	-	26,916
Net assets released from restrictions for capital acquisition	31,012	-	-	31,012
(Decrease) increase in net assets without donor restrictions	$ (400,470)	$ 71,649	$ -	$ (328,821)

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Statement of Operations

Year Ended September 30, 2018

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	2018 Consolidated
Operating revenue				
Patient service revenue	$ 9,426,185	$ -	$ -	$ 9,426,185
Provision for bad debts	(354,460)	-	-	(354,460)
Net patient service revenue	9,071,725	-	-	9,071,725
Rental income	-	227,916	(227,916)	-
Grants, contracts and contributions	5,538,925	-	-	5,538,925
Other operating revenue	769,148	92	-	769,240
Net assets released from restrictions for operations	118,447	-	-	118,447
Total operating revenue	15,498,245	228,008	(227,916)	15,498,337
Operating expenses				
Salaries and wages	9,941,188	-	-	9,941,188
Employee benefits	1,688,571	-	-	1,688,571
Supplies	715,784	78	-	715,862
Purchased services	1,569,171	156	-	1,569,327
Facilities	816,102	6,169	(227,916)	594,355
Other operating expenses	535,414	2,000	-	537,414
Insurance	143,338	-	-	143,338
Depreciation	353,293	106,423	-	459,716
Interest	60,447	35,984	-	96,431
Total operating expenses	15,823,308	150,810	(227,916)	15,746,202
(Deficiency) excess of revenue over expenses	(325,063)	77,198	-	(247,865)
Change in fair value of interest rate swap	365	-	-	365
Net assets released from restrictions for capital acquisition	16,651	-	-	16,651
(Decrease) increase in net assets without donor restrictions	$ (308,047)	$ 77,198	$ -	$ (230,849)

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Statement of Changes in Net Assets

Year Ended September 30, 2019

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2019 Consolidated
Net assets without donor restrictions			
(Deficiency) excess of revenue over expenses	$ (458,398)	$ 71,649	$ (386,749)
Change in fair value of interest rate swap	26,916	-	26,916
Net assets released from restrictions for capital acquisition	31,012	-	31,012
(Decrease) increase in net assets without donor restrictions	(400,470)	71,649	(328,821)
Net assets with donor restrictions			
Contributions	205,027	-	205,027
Grants for capital acquisition	126,142	-	126,142
Net assets released from restrictions for operations	(75,197)	-	(75,197)
Net assets released from restrictions for capital acquisition	(31,012)	-	(31,012)
Increase in net assets with donor restrictions	224,960	-	224,960
Change in net assets	(175,510)	71,649	(103,861)
Net assets, beginning of year	8,392,301	1,979,874	10,372,175
Net assets, end of year	$ 8,216,791	$ 2,051,523	$10,268,314

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Statement of Changes in Net Assets

Year Ended September 30, 2018

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2018 Consolidated
Net assets without donor restrictions			
(Deficiency) excess of revenue over expenses	$ (325,063)	$ 77,198	$ (247,865)
Change in fair value of interest rate swap	365	-	365
Net assets released from restrictions for capital acquisition	16,651	-	16,651
(Decrease) increase in net assets without donor restrictions	(308,047)	77,198	(230,849)
Net assets with donor restrictions			
Contributions	71,205	-	71,205
Grants for capital acquisition	16,651	-	16,651
Net assets released from restrictions for operations	(118,447)	-	(118,447)
Net assets released from restrictions for capital acquisition	(16,651)	-	(16,651)
Decrease in net assets with donor restrictions	(47,242)	-	(47,242)
Change in net assets	(355,289)	77,198	(278,091)
Net assets, beginning of year	8,747,590	1,902,676	10,650,266
Net assets, end of year	$ 8,392,301	$ 1,979,874	$10,372,175

LAMPREY HEALTH CARE

Where Excellence and Caring go Hand in Hand

2020 Board of Directors

Frank Goodspeed (President/Chair)

[redacted]

Term Ends 2020

Raymond Goodman, III (Vice President)

[redacted]

Term ends.2021

Arvind Ranade, (Treasurer)

[redacted]

Term Ends 2021

Thomas "Chris" Drew (Secretary)

[redacted]

Term Ends 2022

Audrey Ashton-Savage (Immediate Past Chair/President)

[redacted]

Term Ends 2021

Michelle Boom

[redacted]

Term.Ends 2022

James Brewer

[redacted]

Term Ends 2022

Michael Chouinard

[redacted]

Term Ends 2022

Elizabeth Crepeau

[redacted]

Term ends 2021

Robert Gilbert

[redacted]

Term Ends 2020

Carol LaCross

[redacted]

Term Ends 2021

Andrea Laskey

[redacted]

Term Ends 2022

LAMPREY HEALTH CARE

Where Excellence and Caring go Hand in Hand

2020 Board of Directors

Michael Reinke

[redacted]

Term Ends 2022

Wilberto Torres

[redacted]

Term Ends 2019

Laura Valencia

[redacted]

Term Ends 2021

Robert S. Woodward

[redacted]

Term Ends 2019

Non-Voting Board Member

Michael Merenda,
Board Member Emeritus

[redacted]

Gregory A. White, CPA

[redacted]

Summary

Senior Level Executive with extensive hands-on experience in management, business leadership, and working with boards, banks and other external stake holders. A CPA with an established record of success in Community Health Center management. Strong in budgets, cash forecasts, grants, and team leadership.

Professional Experience

Lamprey Health Care – Newmarket, NH **2013 to present**

Chief Executive Officer

- Responsible for the leadership, operation and overall strategic direction of New Hampshire's largest Federally Qualified Health Center.
- Ensuring continuity and high quality primary medical care in three sites, both urban rural, serving over 16,000 patients in 40 communities.
- Leading a high performing senior management team in the direction of over 150 staff and providers.
- Engaging with leaders and stakeholders at the local, state and national levels to ensure that Lamprey is at the forefront of innovative, high quality health care delivery.

Lowell Community Health Center – Lowell, MA **2009 to 2013**

Chief Financial Officer

- Responsible for the integrity of financial information and systems for this Federally Qualified Health Center, employing 315 staff and providing over 120,000 visits annually. Upgraded financial and administrative infrastructure to meet requirements during a time of rapid expansion.
- Lead the financing and budget development for a $42 million capital facility project to include: traditional debt, multiple tax credit sources, federal grants, loan guarantees, and private funds.
- Directed key projects for: 340(b) pharmacy implementation; 403(b) tax deferred savings plan; multiple federal stimulus grants; and revised operating budget development.
- Representative to the Lowell General PHO for managed care contract negotiation
- Recruited and managed a team of five directors to oversee and manage four support and one programmatic department

Manchester Community Health Center – Manchester, NH **1999 to 2009**

Chief Financial Officer

- Recruited by the CEO to bring structure and process to the functional areas of the Center's financial operations. Provided direction and oversight to key business areas; General Administration, Patient Registration, Human Resources, FTCA/Legal and Medical Records.

- Responsible for the development of key programs, Corporate Compliance, HIPAA, selection of a new practice management system. Supported Joint Commission accreditation and the implementation of an electronic medical record system.
- Led the development of financing for the Center's new facility.

Greater Lawrence Family Health Center – Lawrence, MA **1993 to 1998**

Controller **1997 to 1998**

Accounting Manager **1995 to 1997**

Senior Accountant/Analyst **1993 to 1995**

- Progressively responsible for all day to day financial operations of a Federally Qualified Health Center, including: Accounts Payable, Payroll, General Ledger, Cash Management, Cost Reporting, Patient Accounts, and Financial Reporting. Presented budgets, analysis, projections and periodic reporting to the Board of Directors.
- Key leader for projects involving: selection of new financial accounting software; selection of new practice management system; provider productivity measurement and analysis and group purchasing. Oversaw budget of $5 million construction project.
- Developed reimbursement model for an innovative Family Practice Residency program.

Alexander, Aronson, Finning & Co., CPA's – Westborough, MA **1990 to 1993**

Staff Accountant/Auditor

Education & Professional Affiliations

Babson College, Wellesley, MA

BS, Accounting - 1990

Commonwealth of Massachusetts

Certified Public Accountant- 1996

Healthcare Financial Management Association

Certified Healthcare Financial Professional - 2008

National Association of CHC's

Excel Leadership Program - 2003

National Registry of Emergency Medical Technicians

EMT - N.H. license number 18991-I

Boards, Advisory & Volunteer Experience

Massachusetts League of Community Health Centers – Special Finance Committee

NH Health Access Network – Administrative & Training Committee

Community Health Access Network – Board of Directors, Finance Committee

Bi-State Primary Care Association – Capital Finance & Sustainability, Prospective Payment

The Way Home – Manchester, NH - Board of Trustees – Treasurer

Manchester Sustainable Access Project – Data Sub-group

Milford Ambulance Service – Volunteer EMT, Staff Officer, Treasurer, Building Advisory Committee

Milford Educational Foundation – 1999 to 2010 - Treasurer

Heritage United Way – Manchester – Community Investment Committee

Milford Community Athletic Association - Coach

Lasell College – Co-Resident Director

Evalie M. Crosby, CPA, FHFMA

[redacted]

Summary of Qualifications

Thirty-three years professional accounting and healthcare finance experience including audit, residential mental health, critical access hospital and FQHC managerial experience. Responsibilities have included extensive involvement in third-party contract negotiations, budgeting, strategic planning, financial analysis of strategic initiatives, independent financial audit and IRS Form 990 coordination and full responsibility for preparation and filing of Medicare and Medicaid Cost Reports. Served in all executive positions in NHVT HFMA which has provided significant exposure to PPS hospital and NH and VT healthcare organization executive and managerial level leaders.

Experience

Lamprey Health Care, Inc, Newmarket, NH
Chief Financial Officer (2016 – Present)

Senior Executive of Finance for a three site Federally Qualified Health Center serving over 15,000 patients in southern New Hampshire.

- Responsible for overall fiscal management of multi-site Federally Qualified Health Center with a $15+ million dollar annual budget. Management includes budgeting, strategic planning, month end close and reporting to the Board of Directors.
- Redesigned and rebuilt company chart of accounts and reporting to more efficiently and accurately reflect financial operating results at the departmental, programmatic and grant levels of the health center.
- Preparation and execution of financial and retirement plan audits.
- Preparation and execution of tri-ennial HRSA site visit financial review.
- Conducted search and selection of Financial Advisor firm for 403B Retirement Plan.

Alice Peck Day Health System, Lebanon, NH
Vice President of Finance/Chief Financial Officer (2009-Present)

Senior Executive of Finance for Health System comprised of Alice Peck Day Memorial Hospital made up of a 25 bed Critical Access Hospital and 11 wholly owned Physician Practices and Alice Peck Lifecare, a senior living facility with 66 independent living units, 66 assisted living units and 7 24/7 supervised nursing units. Responsible for 6 direct reports and 69 employees from Revenue Cycle, Patient Access, Patient Accounts, Coding, Health Information, Materials Management, Fiscal Services and Lifecare Business Services. Prior to Senior Level restructuring CFO was responsible for IT/IS and Risk/Compliance.

- Responsible for overall financial and fiscal management aspects of Health Systems, Hospital and Lifecare operations including accounting, budgetary, tax and other financial planning activities within the health system organizations;
- Create, coordinate, and evaluate the financial programs and supporting information systems to include budgeting, tax planning, real estate, and conservation of assets.
- Approve and coordinate changes and improvements in automated financial and management information systems for the organizations of the APD Health Systems.
- Ensure compliance with local, state, and federal financial reporting requirements.
- Coordinate the preparation of financial statements, financial reports, Medicare Cost Reports, 990 Tax Returns, special analyses, and information reports.
- Develop and implement finance, accounting, billing, and auditing procedures.
- Establish and maintain appropriate internal control safeguards.
- Contribute financial expertise in the planning of new services that generate additional sources of revenue.
- Manage costs by continually seeking data that will identify opportunities that eliminate non-value costs in conjunction with the Senior Leadership Teams of the Hospital and Lifecare.
- Analyzes areas in planning, promoting and conducting organization-wide performance improvement activities.
- Interact with other managers to provide consultative support to planning initiatives through financial and management information analyses, reports, and recommendations.
- Develop and direct the implementation of strategic business and/or operational plans, projects, programs, and systems, in conjunction with other members of the Senior Leadership Teams.
- Establish and implement short- and long-range departmental goals, objectives, policies, and operating procedures.
- Negotiate and execute third party payor contracts.
- Represent the health system at meetings including medical staff, board of trustee meetings, New Hampshire Hospital Association, New England Alliance for Health, and other relevant community meetings as needed.
- Represent the company externally to media, government agencies, funding agencies, and the general public.
- Recruit, train, supervise, and evaluate department staff.

Mt. Ascutney Hospital and Health Center, Windsor, VT
Budgeting and Reimbursement Manager and Controller (2001-2009)
Progressive managerial experience ranging from budget and reimbursement manager to Controller and succession plan that would transition to Chief Financial Officer. Directly supervise 4 employees in Finance and serve as backup supervisor for 30 employees in four departments reporting to the Chief Financial Officer including Materials Management, IT, Patient Access and Patient Accounts.

- Plan, organize and coordinate annual budget process for Critical Access Hospital. Process involves collection and distribution of departmental historical volume, revenue and expense data; supporting department heads in the development of their operating

budgets; performing financial analysis on proposed changes in services; and presenting proposed budget for approval by the Board of Trustees Finance and Audit Committee. Prepared and coordinated the presentation of the Hospital's proposed budget before the State of Vermont Banking, Insurance, Securities and Healthcare Administration (BISHCA) and Public Oversight Commission (POC).

- Serve as Hospital's direct finance contact for BISHCA staff, Medicaid Personnel, CMS personnel, and other contract agencies and third party payors.
- Prepare annual Medicare and Medicaid Cost Report filings and all supporting documentation.
- Coordinate annual financial audit process and serve as hospital's primary contact for all external audit engagements including but not limited to Independent Financial Auditors, Medicaid Auditors and Medicare Auditors.
- Develop and present finance workshops for clinical department heads. Serve as primary contact in the finance area for clinical department heads. Participate in Senior Management Team meetings. Participate in monthly Board of Trustee Finance and Audit Committee meetings.
- Implemented decision support software system which has successfully led to automation of monthly departmental variance reporting as well as much of the annual budget process.
- Responsible for updating and maintenance of Revenue and Estimated Third Party Settlement Models which are integral to the budgeting and monthly reporting processes.

Namaqua Center, Loveland, CO
Chief Financial Officer (1998-2001)
Responsible for the evaluation of automated accounting systems as well as the ultimate selection and implementation of the system. Directly supervised 3 employees and responsible for all aspects of the financial performance of the agency. Served as liaison with regulatory agencies, both for written reporting and on-site surveys.

- Developed full accounting policies and procedures manual for the agency.
- Direct contact for Independent Auditors and State Regulatory Agencies involved in financial oversight of the Agency's operations and effectiveness.
- Assured timely and complete Medicaid Cost Reports and School Department Reporting packages.
- Coordinated extensive Quality Improvement Project around third party reporting and billing.

Evalie M. Crosby, CPA
Principal (1985-1997)
Built a full public accounting practice servicing primarily small business, not for profit and individual clients. Successfully represented clients before the Internal Revenue Service, State Departments of Revenue, State Departments of Employment and Training, and Workers Compensation Insurers. Negotiated financing for clients with financial institutions and a variety of Federal and State Grant agencies.

- Provided monthly accounting and bookkeeping services.
- Provided quarterly and annual payroll and income tax filing assistance.
- Consulted with clients on the selection, installation and implementation of automated accounting systems.

Deloitte Haskins + Sells, Boston, MA
Healthcare Audit Team, (1982-1985)

- Served in a variety of capacities from audit staff to audit senior on the Healthcare Audit Team for a major public accounting firm in Boston, MA.
- Planned, organized and supervised audits on a variety of healthcare engagements.
- Served as a member of the initial DH+S team for Brigham and Women's Hospital and New England Deaconess Hospital engagements.

Education

Master of Science in Accounting **1982**
Northeastern University Graduate School of Professional Accounting, Boston, MA

Bachelor of Arts - Economics **1980**
Tufts University, Medford, MA

Current Certifications/Affiliations

Healthcare Finance Management Association (HFMA)

Fellow of Healthcare Financial Management Association (FHFMA) 2007-Present

Certified Healthcare Finance Professional with Specialty in Physician Practices (1984-Present)

NHVT Executive Board (All positions, 2008-2012)

Certification Committee Co-Chair (2005-2008)
Received Yerger Award for Innovation (2007)

Newsletter Committee (2005-2008)
Authored several articles for the Chapter-s bi-monthly newsletter

Education Committee (2004-2008)
Presenter for four separate HFMA and MGMA Education Sessions
Co-Coordinator for a minimum of two sessions per year

Certified Public Accountant (1984-Present)

Commonwealth of Massachusetts	1984-1997
State of Colorado	1997-2001
State of New Hampshire	2001-Present

Speaking Engagements

Healthcare Financial Management Association

HFMA Core Coaching Preparation Course	August 2008 September 2009
The Role of Patient Accounts in the Revenue Cycle	October 2009
Medicare Cost Report Boot Camp	January 2010
Introduction to Healthcare Finance for Trustees	January 2010
Basic Healthcare Finance for Non Financial Professionals	October 2010

American Institute of Certified Public Accountants

Healthcare Industry Annual Conference	November 2012

Alice Peck Day Health System

Finance Topics for the Non-Financial Manager	Monthly Lunch and Learns

River Valley Community College

Adjunct Faculty for "Healthcare Accounting and Finance"	Sept 2015 – Dec 2015

VASUKI NAGARAJ M.D., M.P.H.
[redacted]

SPECIALITY **Family Medicine**

EDUCATION

Master of Public Health, *Aug 2001 – Dec 2003*
Environmental and Occupational Health
Texas A&M University-HSC, College Station, Texas

Bachelor of Medicine and Surgery (M.B.B.S) *Aug 1995 – Apr 2000*
J.J.M. Medical College, Davangere, India *Kuvempu University*

HONORS

- Financed 75% of entire Medical Education through Government based merit, and 100% of my MPH degree through graduate assistantships.
- Ranked in the top 5% of the graduating class of 2001 in Medical School.
- Inducted into the Alpha Tau chapter of the Delta Omega Public Health Honor Society in April, 2004.
  The Delta Omega Society recognizes scholarship merit (top 10% of students) and reflects dedication to quality in the field of Public Health.

RESEARCH

Texas A&M University, Research Assistant *Aug 2001- Aug 2003*
Rio Bravo Child Pesticide Ingestion Project, P.I. – K.C. Donnelly, PhD.

- The primary focus of this study is to develop a methodology to estimate childhood exposure to pesticide through the sampling of house dust and children's hand rinse and urine samples. My duties included Coordinating research communication; Leading a team involved in generating reports, writing protocols, and handling sampling tools; Analyzing and maintaining a database from the results of the study.

EXPERIENCE

Lamprey Health Care, Nashua, New Hampshire
Chief Medical Officer *May 2018-Present*
Nashua Site Medical Director *August 2012-May 2018*
Family Physician *August 2008-Present*

Southern New Hampshire Medical Center/Foundation Medical Partners, Nashua, New Hampshire
Hospitalist *Jan 2009 - Present*

EHA Consulting Group, Inc.
Infectious Disease Epidemiologist *Jan 2004 – June 2006*

- Epidemiology: Offered specialized consultation, remediation, interaction with regulatory agencies and expert testimony. Assessing and managing risks, corporate crisis intervention and allocating liabilities.
- Food Safety: Provide services in the areas of investigation, planning, compliance, education, and crisis management.

VASUKI NAGARAJ M.D., M.P.H. [redacted]

- Indoor air and mold: Provides strategies for the identification and resolution of problems involving Toxic Molds (Bioaerosols) and Indoor Air Quality (IAQ), including bioterrorist agents.

Chigateri General Hospital, *Intern* ***Apr 2000 – Apr 2001***

- Rotation Internship for a duration of one year in all departments.
- Responsible for inpatient care on the wards, making decisions independently; ensuring timely investigations/interventions and assisting in surgical procedures whenever necessary.
- Participated in ambulatory clinics/community health check ups, immunization programs and development of peripheral health centers.
- Worked for a period of three months during the Internship in rural and underdeveloped areas.

RESIDENCY **Central Maine Medical Center, Lewiston, ME** ***July 2005–June 2008***

A 250 – bed non profit hospital

- Gained hands on experience in patient care of children, adolescents, adults, older adults, pregnant women and acute care/ emergency settings.
- Responsible for independently evaluating and treating patients in the Outpatient Family Medicine Clinic, ordering labs, scheduling follow ups and performing necessary procedures in a timely fashion.
- Responsible for inpatient care on the floors, making decisions independently, ensuring timely investigations/interventions and assisting in surgical procedures whenever necessary.
- Responsible for teaching and supervising interns, and third/ fourth year medical students.
- Member of residency curriculum committee and Residency didactics committee

Co-chief Resident, Family Practice Residency, March 2007 – June 2008

- Work to enhance communication between the resident staff, the attending staff/faculty, and the technical staff.
- Advocate for the resident staff and promotes resident interests in conjunction with program needs and functions.
- Formulate resident rotation schedules, resident orientation programs, resident social functions, resident applicant interviews, and resident morale issues.

VASUKI NAGARAJ M.D., M.P.H. [redacted]

STANDARDIZED TESTS

- USMLE Step 1 Passed 08/03
- USMLE Step 2 CS Passed 01/04
- USMLE Step 2 CK Passed 02/04
- USMLE Step 3 Taken 03/07

LICENSURE/BOARD CERTIFICATION

Licensed in Maine during Residency EC-05-041
Licensed in New Hampshire
American Board of Family Medicine

REFERENCES **Available on request**

Sue Durkin
[redacted]

Lamprey Health Care October 2018 – Present

Chief of Clinical Services June 2019 – Present
Provide oversight of operations and quality within all clinical services including primary care, prenatal care, behavioral health, Medication Assisted Treatment (MAT), Breast and Cervical Cancer Program (BCCP), diabetes education, care coordination and psychiatry. Responsible for program development; preparing grant applications and reports; and assuring compliance with state, federal, and funding requirements within these programs. Provide oversight of the quality department, risk management, and NCQA Patient Centered Medical Home recognition process. Oversee the activities of the safety committee and the emergency preparedness plan.

Director of Quality Improvement and Population Health October 2018 – June 2019
Responsible for the overall leadership and administration of the performance improvement and quality program of the organization, including: supported the Board of Director's strategic organizational initiatives; developed appropriate strategies for evidence based practices for improving clinical operations and outcomes measures related to Uniform Data Systems (UDS) and NCQA Patient Centered Medical Home.

Families First Health and Support Center September 1998 – August 2019

Clinical Director January 2015 – August 2019
Responsible for the development and oversight of all clinical programs including primary care, Health Care for the Homeless, prenatal, well child, Medication Assisted Treatment (MAT), care coordination, Breast and Cervical Cancer Program (BCCP), Hepatitis C treatment, and the integration of psychiatry within primary care. Oversaw quality improvement, reporting, risk management, policy development, systems development and management. Assured compliance with state and federal regulations. Facilitated training and staff development. Developed and maintained interagency collaborations. Participated in the organization's management team, NCQA Patient Centered Medical Home work group, and the quality improvement committee of the Board of Directors. Participated in grant development and management.

Health Care for the Homeless Program Director May 2011- January 2015
Provided overall organization, management, and delivery of quality patient care for the program. Supervised staff. Participated in the organization's management team.

Health Care for the Homeless Program Nurse September 2005 - May 2011
Provided primary nursing care to homeless patients in a mobile health setting.

Quality Improvement Director June 2001 - September 2011
Responsible for the organization's quality improvement program. Coordinated activities of the quality improvement committee of the Board of Directors.

Clinical Operations Director September 1998 - June 2001
Provided oversight of clinical operations for the health center. Responsible for the organization's quality improvement program. Participated in grant proposal development and reporting. Responsible for clinical staffing and supervision.

Wentworth-Douglass Hospital June 1997 - April 1999
Staff Nurse/Charge Nurse/Per Diem Nurse
Provided primary nursing care to pediatric, adolescent, and adult patients. Performed and assisted in outpatient procedures. Assumed charge nurse responsibilities as of November 1997.

Education:
Rivier College--St. Joseph's School of Nursing September 1995 - May 1997
A.D. Nursing, GPA 4.0

College of the Holy Cross September 1987 - May 1991
B.A. Sociology

Certifications/ Licenses:
Certified Profession in Healthcare Quality (CPHQ)
Registered Nurse in State of NH (RN)
Certified Asthma Educator (AE-C)
CPR Certified
Certified Yoga Teacher (RYT 200)

Boards of Directors:
Seacoast Women's Giving Circle 2016 – Present
Prescott Park Arts Festival 2005- 2007

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Gregory White	Chief Executive Officer	206,410.36	0	0
Evalie Crosby	Chief Financial Officer	156,041.34	0	0
Vasuki Nagaraj	Medical Director	230,009.78	0	0
Susan Durkin	Chief of Clinical Services	122,399.94	0	0

MLC
276

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

JUN12'18 AM11:58 DAS

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

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

May 31, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into **retroactive** agreements with the fifteen (15) vendors, as listed in the tables below, for the provision of primary health care services that include preventive and episodic health care for acute and chronic health conditions for people of all ages, statewide; including pregnant women, children, adolescents, adults, the elderly and homeless individuals, effective **retroactive** to April 1, 2018 upon Governor and Executive Council approval through March 31, 2020. 26% Federal Funds and 74% General Funds.

Primary Care Services			
Vendor	**Vendor Number**	**Location**	**Amount**
Ammonoosuc Community Health Services, Inc.	177755-R001	25 Mount Eustis Road, Littleton, NH 03561	$373,662
Coos County Family Health Services, Inc.	155327-B001	133 Pleasant Street, Berlin, NH 03570	$213,277
Greater Seacoast Community Health	154703-B001	311 Route 108, Somersworth, NH 03878	$1,017,629
HealthFirst Family Care Center	158221-B001	841 Central Street, Franklin, NH 03235	$477,877
Indian Stream Health Center	165274-B001	141 Corliss Lane, Colebrook, NH 03576	$157,917

Lamprey Health Care, Inc.	177677-R001	207 South Main Street, Newmarket, NH 03857	$1,049,538
Manchester Community Health Center	157274-B001	145 Hollis Street, Manchester NH 03101	$1,190,293
Mid-State Health Center	158055-B001	101 Boulder Point Drive, Suite 1, Plymouth, NH 03264	$306,570
Weeks Medical Center	177171-R001	170 Middle Street, Lancaster, NH 03584/PO Box 240, Whitefield, NH 03598	$180,885
Sub-Total			***$4,967,648***

Primary Care Services for Specific Counties

Vendor	Vendor Number	Location	Amount
Manchester Community Health Center	157274-B001	145 Hollis Street, Manchester NH 03101	$80,000
Concord Hospital	177653-B011	250 Pleasant St, Concord, NH 03301	$484,176
White Mountain Community Health Center	174170-R001	298 White Mountain Highway, PO Box 2800, Conway, NH 03818	$352,976
Sub-Total			***$917,152***

Primary Care Services for the Homeless

Vendor	Vendor Number	Location	Amount
Greater Seacoast Community Health	154703-B001	311 Route 108, Somersworth, NH 03878	$146,488
Harbor Homes, Inc.	155358-B001	77 Northeastern Blvd, Nashua, NH 03062	$150,848
Sub-Total			***$297,336***

Primary Care Services for the Homeless – Sole Source for Manchester Department of Public Health			
Vendor	**Vendor Number**	**Location**	**Amount**
Manchester Health Department	177433-B009	1528 Elm Street, Manchester, NH 03101	$155,650
Sub-Total			***$155,650***
Primary Care Services Total Amount			**$6,337,786**

Funds are available in the following account for State Fiscal Years 2018 and 2019, and anticipated to be available in State Fiscal Year 2020, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

05-95-90-902010-51900000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, MATERNAL - CHILD HEALTH

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Svcs	90080100	$792,224
2019	102-500731	Contracts for Program Svcs	90080100	$3,168,891
2020	102-500731	Contracts for Program Svcs	90080100	$2,376,671
Total				**$6,337,786**

EXPLANATION

This request is **retroactive** as the Request for Proposals timeline extended beyond the expiration date of the previous primary care services contracts. The Request for Proposals was reissued to ensure that services would be provided in specific counties and in the City of Manchester, where the need is the greatest. Continuing this service without interruption allows for the availability of primary health care services for New Hampshire's most vulnerable populations who are at disproportionate risk of poor health outcomes and limited access to preventative care.

The agreement with the Manchester Health Department is **sole source**, as it is the only vendor capable and amenable to provide primary health care services to the homeless population of the City of Manchester. This community has been disproportionately impacted by the opioid crisis; increasing health risks to individuals who experience homelessness.

The purpose of these agreements is to provide primary health care services that include preventive and ongoing heath care for acute and chronic health conditions for people of all ages, including pregnant women, children, adolescents, adults, the elderly and the homeless. Primary and preventative health care services are provided to underserved, low-income and homeless individuals who experience barriers to accessing health care due to issues such as lack of insurance, inability to pay, limited language proficiency and geographic isolation. Primary care providers provide an array of enabling patient-centered services such as care coordination, translation services, transportation, outreach, eligibility assistance, and health education. These services assist individuals in overcoming barriers to achieve their optimal health.

Primary Care Services vendors were selected for this project through competitive bid processes. The Request for Proposals for Primary Care Services was posted on the Department of Health and Human Services' website from December 12, 2017 through January 23, 2018. A separate Request for Proposals to address a deficiency in Primary Care Services for specific counties was posted on the Department's website from February 12, 2018 through March 2, 2018. Additionally, the Request for Proposals for Primary Care Services for the Homeless was posted on the Department's website from January 26, 2018 through March 13, 2018.

The Department received fourteen (14) proposals. The proposals were reviewed and scored by a team of individuals with program specific knowledge. The Score Summaries are attached. A separate sole source agreement is requested to address the specific need of the homeless population of the City of Manchester.

As referenced in the Request for Proposals and in Exhibit C-1, Revisions to General Provisions, these Agreements reserve the option to extend contract services for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The Department will directly oversee and manage the contracts to ensure that quality improvement, enabling and annual project objectives are defined in order to measure the effectiveness of the program.

Should the Governor and Executive Council not authorize this request, the Department may be unable to ensure preventive and regular health care for acute and chronic health conditions for low income and homeless individuals of all ages, including pregnant women, children, adolescents, adults, and the elderly throughout the state.

Area served: Statewide.

Source of Funds: 26% Federal Funds from the US Department of Health and Human Services, Human Resources & Services Administration (HRSA), Maternal and Child Health Services (MCHS) Catalog of Federal Domestic Assistance (CFDA) #93.994, Federal Award Identification Number (FAIN), B04MC30627 and 74% General Funds.

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

Respectfully submitted,

Lisa Morris, MSSW
Director

Approved by:
Jeffrey A. Meyers
Commissioner

FORM NUMBER P-37 (version 5/8/15)

Subject: Primary Care Services (RFP-2018-DPHS-15-PRIMA)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Lamprey Health Care, Inc.		1.4 Contractor Address 207 South Main Street, Newmarket, NH 03857	
1.5 Contractor Phone Number 603-659-2494	1.6 Account Number 05-95-90-902010-51900000-102-500731	1.7 Completion Date March 31, 2020	1.8 Price Limitation $1,049,538
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature A. Ashton-Savage		1.12 Name and Title of Contractor Signatory Audrey Ashton Savage, President	

1.13 Acknowledgement: State of NH, County of Rockingham

On April 6, 2018 before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

MICHELLE L. GAUDET, Notary Public
My Commission Expires August 2, 2022

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Michelle L Gaudet

1.13.2 Name and Title of Notary or Justice of the Peace

Michelle L. Gaudet

1.14 State Agency Signature Date: 4/26/18	1.15 Name and Title of State Agency Signatory LISA MORRIS DIRECTOR, DPHS

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 5/22/18

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials _____
Date 4/6/18

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered. The Department shall be the payor of last resort.

1.4. Preventative and Primary Health Care, as well as related Care Management and Enabling Services shall be provided to individuals of all ages, statewide, who are:

1.4.1. Uninsured.

1.4.2. Underinsured.

1.4.3. Low-income (defined as <185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines.

1.5. The Contractor shall remain in compliance with all applicable state and federal laws for the duration of the contract period, including but not limited to:

1.5.1. NH RSA 141-C and Administrative Rule He-P 301, adopted 6/3/08, which requires the reporting of all communicable diseases.

1.5.2. NH RSA 169:C, Child Protection Act; NH RSA 161-F46, Protective Services to Adults, NH RSA 631:6, Assault and Related Offences, and RSA 130:A, Lead Paint Poisoning and Control.

1.5.3. NH RSA 141-C and the Immunization Rules promulgated, hereunder.

2. Eligibility Determination Services

2.1. The Contractor shall notify the Department, in writing, if access to Primary Care Services for new patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

2.2. The Contractor shall assist individuals with completing a Medicaid/Expanded Medicaid and other health insurance application when income calculations indicate possible Medicaid eligibility.

2.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered.

2.4. The Contractor shall post a notice in a public and conspicuous location noting that no individual will be denied services for an inability to pay.

2.5. The Contractor shall develop and implement a sliding fee scale for services in accordance with the Federal Poverty Guidelines. The Contractor shall make the sliding fee scale available to the Department upon request.

3. Primary Care Services

3.1. The Contractor shall ensure primary care services are provided by a New Hampshire licensed Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Advanced Practice Registered Nurse (APRN) or Physician Assistant (PA) to eligible individuals in the service area.

3.2. The Contractor shall ensure primary care services include, but are not limited to:

3.2.1. Reproductive health services.

3.2.2. Perinatal health services including but not limited to access to obstetrical services either on-site or by referral.

3.2.3. Preventive services, screenings and health education in accordance with established, documented state or national guidelines.

3.2.4. Integrated behavioral health services.

3.2.5. Pathology, radiology, surgical and CLIA certified laboratory services either on-site or by referral.

3.2.6. Assessment of need and follow-up/referral as indicated for:

3.2.6.1. Tobacco cessation, including referral to QuitWorks-NH, www.QuitWorksNH.org.

3.2.6.2. Social services.

3.2.6.3. Chronic Disease management, including disease specific referral and self-management education such as referral to Diabetes Self-Management Education (DSME) as recommended by American Diabetes Association (ADA).

3.2.6.4. Nutrition services, including Women, Infants and Children (WIC) Food and Nutrition Service, as appropriate;

3.2.6.5. Screening, Brief Intervention and Referral to Treatment (SBIRT) services, including but not limited to contact with the Regional Public Health Network Continuum of Care Development Initiative.

3.2.6.6. Referrals to health, home care, oral health and behavioral health specialty providers who offer sliding scale fees, when available.

3.3. The Contractor shall provide care management for individuals enrolled for

primary care services, which includes, but is not limited to:

3.3.1. Integrated and coordinated services that ensure patients receive necessary care, including behavioral health and oral care when and where it is needed and wanted, in a culturally and linguistically appropriate manner.

3.3.2. Access to a healthcare provider by telephone twenty-four (24) hours per day, seven (7) days per week, directly, by referral or subcontract.

3.3.3. Care facilitated by registries; information technology; health information exchanged.

3.4. The Contractor shall provide and facilitate enabling services, which are non-clinical services that support the delivery of basic primary care services, and facilitate access to comprehensive patient care as well as social services that include, but are not limited to:

3.4.1. Benefit counseling.

3.4.2. Health insurance eligibility and enrollment assistance.

3.4.3. Health education and supportive counseling.

3.4.4. Interpretation/translation for individuals with Limited English Proficiency or other communication needs.

3.4.5. Outreach, which may include the use of community health workers.

3.4.6. Transportation.

3.4.7. Education of patients and the community regarding the availability and appropriate use of health services.

4. Quality Improvement

4.1. The Contractor shall develop, define, facilitate and implement a minimum of two (2) Quality Improvement (QI) projects, which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of targeted patient groups.

4.1.1. One (1) quality improvement project must focus on the performance measure as designated by MCHS. (Defined as Adolescent Well Visits for SFY 2018 – 2019)

4.1.2. The other(s) will be chosen by the vendor based on previous performance outcomes needing improvement.

4.2. The Contractor shall utilize Quality Improvement Science to develop and implement a QI Workplan for each QI project. The QI Workplan will include:

4.2.1. Specific goals and objectives for the project period; and

4.2.2. Evaluation methods used to demonstrate improvement in the quality, efficiency, and effectiveness of patient care.

4.3. The Contractor shall include baseline measurements for each area of

improvement identified in the QI projects, to establish health care services and health status of targeted patient groups to be improved upon.

4.4. The Contractor may utilize activities in QI projects that enhance clinical workflow and improve patient outcomes, which may include, but are not limited to:

4.4.1.1. EMR prompts/alerts.

4.4.1.2. Protocols/Guidelines.

4.4.1.3. Diagnostic support.

4.4.1.4. Patient registries.

4.4.1.5. Collaborative learning sessions.

5. Staffing

5.1. The Contractor shall ensure all health and allied health professions have the appropriate, current New Hampshire licenses whether directly employed, contracted or subcontracted.

5.2. The Contractor shall employ a medical services director with special training and experience in primary care who shall participate in quality improvement activities and be available to other staff for consultation, as needed.

5.3. The Contractor shall notify the Maternal and Child Health Section (MCHS), in writing, of any newly hired administrator, clinical coordinator or any staff person essential to providing contracted services and include a copy of the individual's resume, within thirty (30) days of hire.

5.4. The Contractor shall notify the MCHS, in writing, when:

5.4.1. Any critical position is vacant for more than thirty (30) days;

5.4.2. There is not adequate staffing to perform all required services for any period lasting more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

6. Coordination of Services

6.1. The Contractor shall participate in activities within their Public Health Region, as appropriate, to enhance the integration of community-based public health prevention and healthcare initiatives being implemented, including but not limited to:

6.1.1. Community needs assessments;

6.1.2. Public health performance assessments; and

6.1.3. Regional health improvement plans under development.

6.2. The Contractor shall participate in and coordinate public health activities, as requested by the Department, during any disease outbreak and/or emergency that affects the public's health.

7. Required Meetings & Trainings

7.1. The Contractor shall attend meetings and trainings facilitated by the MCHS programs that include, but are not limited to:

7.1.1. MCHS Agency Directors' meetings;

7.1.2. MCHS Primary Care Coordinators' meetings, which are held two (2) times per year, which may require attendance by agency quality improvement staff; and

7.1.3. MCHS Agency Medical Services Directors' meetings.

8. Workplans, Outcome Reports & Additional Reporting Requirements

8.1. The Contractor shall collect and report data as detailed in Exhibit A-1 "Reporting Metrics" according to the Exhibit A-2 "Report Timing Requirements".

8.2. The Contractor shall submit reports as defined within Exhibit A-2 "Report Timing Requirements".

8.3. The Contractor shall submit an updated budget narrative, within thirty (30) days of the contract execution date and annually, as defined in Exhibit A-2 "Report Timing Requirements". The budget narrative shall include, at a minimum;

8.3.1. Staff roles and responsibilities, defining the impact each role has on contract services;

8.3.2. Staff list, defining;

8.3.2.1. *The Full Time Equivalent percentage allocated to contract* services, and;

8.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

8.4. In addition to the report defined within Exhibit A-2 "Report Timing Requirements", the Contractor shall submit a Sources of Revenue report at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

9. On-Site Reviews

9.1. The Contractor shall permit a team or person authorized by the Department to periodically review the Contractor's:

9.1.1. Systems of governance.

9.1.2. Administration.

9.1.3. Data collection and submission.

9.1.4. Clinical and financial management.

9.1.5. Delivery of education services.

9.2. The Contractor shall cooperate with the Department to ensure information needed for the reviews is accessible and provided. The Contractor shall ensure information includes, but is not limited to:

9.2.1. Client records.

9.2.2. Documentation of approved enabling services and quality improvement projects, including process and outcome evaluations.

9.3. The Contractor shall take corrective actions, as advised by the review team, if services provided are not in compliance with the contract requirements.

10. Performance Measures

10.1. The Contractor shall ensure that the following performance indicators are annually achieved and monitored quarterly to measure the effectiveness of the agreement:

10.1.1. Annual improvement objectives shall be defined by the vendor and submitted to the Department. Objectives shall be measurable, specific and align to the provision of primary care services defined within Exhibit A-1 "Reporting Metrics"

Exhibit A-1 – Reporting Metrics

1. **Definitions**

1.1. **Measurement Year** – Measurement Year consists of 365 days and is defined as either:

1.1.1. The calendar year, (January 1st through December 31st); or

1.1.2. The state fiscal year (July 1st through June 30th).

1.2. **Medical Visit** – Medical visit is defined as any office visit including all well-care and acute-care visits.

1.3. **HEDIS** – Healthcare Effectiveness Data and Information Set

1.4. **NQF** – National Quality Forum

1.5. **Title V** – Federal Maternal and Child Health Services Block Grant

1.6. **UDS** – Uniform Data System

1.7. **NH MCHS** – New Hampshire Maternal and Child Health Section

2. **MCHS PRIMARY CARE PERFORMANCE MEASURES**

2.1. **Breastfeeding**

2.1.1. Percent of infants who are ever breastfed (Title V PM #4).

2.1.1.1. Numerator: All patient infants who were ever breastfed or received breast milk.

2.1.1.2. Numerator Note: The American Academy of Pediatrics *recommends all infants exclusively breastfeed for about six* (6) months as human milk supports optimal growth and development by providing all required nutrients during that time.

2.1.1.3. Denominator: All patient infants born in the measurement year.

2.2. ***Preventive Health: Lead Screening***

2.2.1. Percent of children three (3) years of age who had two (2) or more capillary or venous lead blood test for lead poisoning by their third birthday. (NH MCHS).

2.2.1.1. Numerator: All patient children who received at least one capillary or venous lead screening test between nine (9) months to eighteen (18) months of age **AND** one (1) capillary or venous lead screening test between nineteen (19) to thirty (30) months of age.

2.2.1.2. Denominator: All patient children who turned three (3) years old during the measurement year that had at least one (1) medical visit during the measurement year.

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2.3. **Preventive Health: Adolescent Well-Care Visit**

2.3.1. Percent of adolescents, twelve (12) through twenty-one (21) years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year (HEDIS).

2.3.1.1. Numerator: Number of adolescents, ages 12 through 21 years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year.

2.3.1.2. Denominator: Number of patient adolescents, ages 12 through 21 years of age by the end of the measurement year.

2.4. **Preventive Health: Depression Screening**

2.4.1. Percentage of patients ages twelve (12) and older screened for clinical depression using an age appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NQF 0418, UDS).

2.4.1.1. Numerator: Patients twelve (12) years and older who are screened for clinical depression using an age-appropriate standardized depression screening tool **AND** if positive, a follow-up plan documented.

2.4.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented follow-up plan.

2.4.1.3. Denominator: All patients twelve (12) years and older by the end of the measurement year who had at least one (1) medical visit during the measurement year.

2.4.1.4. Denominator Exception: Depression screening not performed due to medical contraindicated or patient refusal.

2.4.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as suicide risk assessment and/or referral to practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.4.2. Maternal Depression Screening

2.4.2.1. Percentage of women who are screened for clinical depression during any visit up to twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NH MCHS).

2.4.2.1.1. Numerator: Women who are screened for clinical depression during the first twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if screened positive have documented follow-up plan.

2.4.2.1.2. Numerator Note: Numerator includes women who screened negative PLUS women who screened positive AND have documented follow-up plan.

2.4.2.1.3. Denominator: All women who had any office visit up to twelve (12) weeks following delivery during the measurement year.

2.4.2.1.4. Denominator Exception: Documentation of depression screening not performed due to medical contraindicated or patient refusal.

2.4.2.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as Suicide Risk Assessment and/or referral to a practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.5. **Preventive Health: Obesity Screening**

2.5.1. Percentage of patients aged 18 years and older with a calculated BMI in the past six months or during the current visit documented in the medical record AND if the most recent BMI is outside of normal parameters, a follow-up plan is documented (NQF 0421, UDS).

2.5.1.1. Normal parameters: Age 65 and older BMI $\geq$ 23 and < 30

2.5.1.2. Age 18 through 64 BMI $\geq$ 18.5 and < 25

2.5.1.3. Numerator: Patients with BMI calculated within the past six months or during the current visit and a follow-up plan documented if the BMI is outside of parameters (Normal BMI + abnormal BMI with documented plan).

2.5.1.4. Definition of Follow-Up Plan: Proposed outline of follow-up plan to be conducted as a result of BMI outside of normal parameters. The follow-up plan can include documentation of a future appointment, education, referral (such as registered dietician, nutritionist, occupational therapist, primary care physician, exercise physiologist, mental health provider, surgeon, etc.), prescription of/administration of dietary supplements, exercise counseling, nutrition counseling, etc.

2.5.1.5. Denominator: All patients aged 18 years and older who had at least one (1) medical visit during the measurement year.

2.5.2. Percent of patients aged 3 through 17 who had evidence of BMI percentile documentation AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year (UDS).

2.5.2.1. Numerator: Number of patients in the denominator who had their BMI percentile (not just BMI or height and weight) documented during the measurement year AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year.

2.5.2.2. Denominator: Number of patients who were one year after their second birthday (i.e., were 3 years of age) through adolescents who were aged up to one year past their 16th birthday (i.e., up until they were 17) at some point during the measurement year, who had at least one medical visit during the reporting year, and were seen by the health center for the first time prior to their 17th birthday.

2.6. **Preventive Health: Tobacco Screening**

2.6.1. Percent of patients aged 18 years and older who were screened for tobacco use at least once during the measurement year or prior year AND who received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user (UDS).

2.6.1.1. Numerator: number of patients in the denominator for whom documentation demonstrates that patients were queried about their tobacco use one or more times during their most recent visit OR within twenty-four (24) months of the most

recent visit and received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user.

2.6.1.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.6.1.4. Definitions:

2.6.1.4.1. Tobacco Use: Includes any type of tobacco.

2.6.1.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy.

2.6.2. Percent of women who are screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user (NH MCHS).

2.6.2.1. Numerator: Pregnant women who were screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user.

2.6.2.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.2.3. Denominator: All women who delivered a live birth in the measurement year.

2.6.2.4. Definitions:

2.6.2.4.1. Tobacco Use: Includes any type of tobacco

2.6.2.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy

2.7. **At Risk Population: Hypertension**

2.7.1. Percentage of patients aged 18 through 85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90mmHG) during the measurement year (NQF 0018).

2.7.1.1. Numerator: Number of patients from the denominator with blood pressure measurement less than 140/90 mm HG at the time of their last measurement.

2.7.1.2. Denominator: Number of patients age 18 through 85 with diagnosed hypertension (must have been diagnosed with hypertension 6 or more months before the measurement date) who had at least one (1) medical visit during the measurement year. (Excludes pregnant women and patients with End Stage Renal Disease.)

2.8. **Patient Safety: Falls Screening**

2.8.1. Percent of patients aged 65 years and older who were screened for fall risk at least once within 12 months (NH MCHS).

2.8.1.1. Numerator: Patients who were screened for fall risk at least once within the measurement year.

2.8.1.2. Denominator: All patients aged 65 years and older seen by a health care provider within the measurement year.

2.9. **SBIRT**

2.9.1. SBIRT – Percent of patients aged 18 years and older who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.1.1. Numerator: Number of patients in the denominator who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, who received a brief intervention and/or referral to services.

2.9.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.1.3. Denominator: Number of patients aged 18 years and older seen for annual/preventive visit within the measurement year.

2.9.1.4. Definitions:

2.9.1.4.1. Substance Use: Includes any type of alcohol or drug.

2.9.1.4.2. Brief Intervention: Includes guidance or counseling.

2.9.1.4.3. Referral to Services: includes any recommendation of direct referral for substance abuse services.

2.9.2. Percent of pregnant women who were screened, using a formal valid screening tool, for substance use, during every trimester they are

enrolled in the prenatal program AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.2.1. Numerator: Number of women in the denominator who were screened for substance use, using a formal and valid screening tool, during each trimester that they were enrolled in the prenatal program AND if positive, received a brief intervention or referral to services

2.9.2.2. Numerator Note: numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.2.3. Denominator: Number of women enrolled in the agency prenatal program and who had a live birth during the *measurement year.*

Exhibit A-2 – Report Timing Requirements

1.1. Primary Care Services Reporting Requirements

1.1.1. The reports are required due on the date(s) listed, or, in years where the date listed falls on a non-business day, reports are due on the Friday immediately prior to the date listed.

1.1.2. The Vendor is required to complete and submit each report, following instructions sent by the Department

1.1.3. An updated budget narrative must be provided to the Department, within thirty (30) days of contract approval. The budget narrative must include, at a minimum;

1.1.3.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.1.3.2. Staff list, defining;

1.1.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.1.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

1.2. Annual Reports

1.2.1. The following reports are required annually, on or prior to;

1.2.1.1. March 31st;

1.2.1.1.1. Uniform Data Set (UDS) Data tables reflecting program performance for the previous calendar year;

1.2.1.1.2. Budget narrative, which includes, at a minimum;

1.2.1.1.2.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.2.1.1.2.2. Staff list, defining;

1.2.1.1.2.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.2.1.1.2.2.2. The individual cost, in U.S. Dollars, of each

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identified individual allocated to contract services.

1.2.1.2. July 31st;

1.2.1.2.1. Summary of patient satisfaction survey results obtained during the prior contract year;

1.2.1.2.2. Quality Improvement (QI) Workplans, Performance Outcome Section

1.2.1.2.3. Enabling Services Workplans, Performance Outcome Section

1.2.1.3. September 1st;

1.2.1.3.1. QI workplan revisions, as needed;

1.2.1.3.2. Enabling Service Workplan revisions, as needed;

1.2.1.3.3. Correction Action Plan (Performance Measure Outcome Report), as needed;

1.3. **Semi-Annual Reports**

1.3.1. Primary Care Services Measure Data Trend Table (DTT), due on;

1.3.1.1. July 31, 2018 (measurement period July 1– June 30) and;

1.3.1.2. January 31 (measurement period January 1 – December 31).

1.4. **The following report is required 30 days following the end of each quarter, beginning in State Fiscal Year 2018;**

1.4.1. Perinatal Client Data Form (PCDF);

1.4.1.1. Due on April 30, July 31, October 31 and January 31

Contractor Initials: AAS
Date: 4/6/18

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This contract is funded with general and federal funds. Department access to supporting funding for this project is dependent upon meeting the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) (https://www.cfda.gov) #93.994, Maternal and Child Health Services Block Grant to the States

3. The Contractor shall not use or apply contract funds for capital additions, improvements, entertainment costs or any other costs not approved by the Department.

4. Payment for services shall be as follows:

   4.1. Payments shall be on a cost reimbursement basis for approved actual costs in accordance with Exhibits B-1 through Exhibit B-3.

   4.2. The Contractor shall submit invoices in a form satisfactory to the State no later than the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor agrees to keep detailed records of their activities related to Department-funded programs and services.

      4.2.1. Expenditure detail may be requested by the Department on an intermittent basis, which the Contractor must provide.

      4.2.2. Onsite reviews may be required.

   4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

   4.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or invoices may be mailed to:

      Financial Administrator

      Department of Health and Human Services

      Division of Public Health

      29 Hazen Dr.

      Concord, NH 03301

Exhibit B

4.5. The final invoice shall be due to the State no later than forty (40) days after the date specified in Form P-37, Block 1.7 Completion Date.

4.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

5. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjusting encumbrances between State Fiscal Years within the price limitation may be made without obtaining approval of the Governor and Executive Council, upon written agreement of both parties.

Exhibit B-1

New Hampshire Department of Health and Human Services

Bidder/Program Name: Lamprey Health Care Inc

Budget Request for: Primary Care Services

Budget Period: April 1, 2018 - June 30, 2018

Line Item	Total Program Cost: Direct Incremental	Total Program Cost: Indirect Fixed	Total Program Cost: Total	Contractor Share / Match: Direct Incremental	Contractor Share / Match: Indirect Fixed	Contractor Share / Match: Total	Funded by DHHS contract share: Direct Incremental	Funded by DHHS contract share: Indirect Fixed	Funded by DHHS contract share: Total
1. Total Salary/Wages	1,957,441	0	1,957,441	1,850,561	0	1,850,561	106,880	0	106,880
2. Employee Benefits	323,703	0	323,703	299,391	0	299,391	24,312	0	24,312
3. Consultants	157,062	0	157,062	157,062	0	157,062	0	0	0
4. Equipment:	0	0	0	0	0	0	0	0	0
Rental	5,847	0	5,847	5,847	0	5,847	0	0	0
Repair and Maintenance	943	0	943	943	0	943	0	0	0
Purchase/Depreciation	7,828	0	7,828	7,828	0	7,828	0	0	0
5. Supplies:	0	0	0	0	0	0	0	0	0
Educational	11,700	0	11,700	11,700	0	11,700	0	0	0
Lab	14,500	0	14,500	14,500	0	14,500	0	0	0
Pharmacy	93,500	0	93,500	93,500	0	93,500	0	0	0
Medical	19,625	0	19,625	19,625	0	19,625	0	0	0
Office	13,979	0	13,979	13,979	0	13,979	0	0	0
6. Travel	3,084	0	3,084	3,084	0	3,084	0	0	0
7. Occupancy	168,035	0	168,035	168,035	0	168,035	0	0	0
8. Current Expenses	0	0	0	0	0	0	0	0	0
Telephone	39,932	0	39,932	39,932	0	39,932	0	0	0
Postage	4,376	0	4,376	4,376	0	4,376	0	0	0
Subscriptions	1,791	0	1,791	1,791	0	1,791	0	0	0
Audit and Legal	7,500	0	7,500	7,500	0	7,500	0	0	0
Insurance	8,250	0	8,250	8,250	0	8,250	0	0	0
Board Expenses	1,685	0	1,685	1,685	0	1,685	0	0	0
9. Software	0	0	0	0	0	0	0	0	0
10. Marketing/Communications	0	0	0	0	0	0	0	0	0
11. Staff Education and Training	18,701	0	18,701	18,701	0	18,701	0	0	0
12. Subcontracts/Agreements	0	0	0	0	0	0	0	0	0
13. Other (specific details mandatory):Dues	4,402	0	4,402	4,402	0	4,402	0	0	0
	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0
TOTAL	2,861,685	0	2,861,685	2,730,493	0	2,730,493	131,192	0	131,192
Indirect As A Percent of Direct		0							

Contractor's Initials AMS
Date 4/6/18

Exhibit B-2

New Hampshire Department of Health and Human Services

Bidder/Program Name: Lamprey Health Care Inc.

Budget Request for: Primary Care Services

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	8177730	0	8177730	7750220	0	7750220	427510	0	427510
2. Employee Benefits	1365796	0	1365796	1268537	0	1268537	97259	0	97259
3. Consultants	626246	0	626246	626246	0	626246	0	0	0
4. Equipment:	0	0	0	0	0	0	0	0	0
Rental	22588	0	22588	22588	0	22588	0	0	0
Repair and Maintenance	3771	0	3771	3771	0	3771	0	0	0
Purchase/Depreciation	31311	0	31311	31311	0	31311	0	0	0
5. Supplies:	0	0	0	0	0	0	0	0	0
Educational	48204	0	48204	48204	0	48204	0	0	0
Lab	59740	0	59740	59740	0	59740	0	0	0
Pharmacy	392700	0	392700	392700	0	392700	0	0	0
Medical	80855	0	80855	80855	0	80855	0	0	0
Office	57595	0	57595	57595	0	57595	0	0	0
6. Travel	12335	0	12335	12335	0	12335	0	0	0
7. Occupancy	705747	0	705747	705747	0	705747	0	0	0
8. Current Expenses	0	0	0	0	0	0	0	0	0
Telephone	159729	0	159729	159729	0	159729	0	0	0
Postage	17505	0	17505	17505	0	17505	0	0	0
Subscriptions	7165	0	7165	7165	0	7165	0	0	0
Audit and Legal	30000	0	30000	30000	0	30000	0	0	0
Insurance	25000	0	25000	25000	0	25000	0	0	0
Board Expenses	6741	0	6741	6741	0	6741	0	0	0
9. Software	0	0	0	0	0	0	0	0	0
10. Marketing/Communications	0	0	0	0	0	0	0	0	0
11. Staff Education and Training	74805	0	74805	74805	0	74805	0	0	0
12. Subcontracts/Agreements	0	0	0	0	0	0	0	0	0
13. Other (specific details mandatory): Professional	17606	0	17606	17606	0	17606	0	0	0
	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0
TOTAL	11925170	0	11925170	11400401	0	11400401	524769	0	524769
Indirect As A Percent of Direct		0							

Exhibit B-3

New Hampshire Department of Health and Human Services

Bidder/Program Name: Lamprey Health Care Inc.

Budget Request for: Primary Care Services

Budget Period: July 1, 2018 - March 31, 2020

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	6133298	0	6133298	5812685	0	5812685	320633	0	320633
2. Employee Benefits	1024347	0	1024347	951403	0	951403	72944	0	72944
3. Consultants	471186	0	471186	471186	0	471186	0	0	0
4. Equipment:	0	0	0	0	0	0	0	0	0
Rental	16941	0	16941	16941	0	16941	0	0	0
Repair and Maintenance	2828	0	2828	2828	0	2828	0	0	0
Purchase/Depreciation	23483	0	23483	23483	0	23483	0	0	0
5. Supplies:	0	0	0	0	0	0	0	0	0
Educational	38153	0	38153	38153	0	38153	0	0	0
Lab	44805	0	44805	44805	0	44805	0	0	0
Pharmacy	294525	0	294525	294525	0	294525	0	0	0
Medical	60641	0	60641	60641	0	60641	0	0	0
Office	43196	0	43196	43196	0	43196	0	0	0
6. Travel	9251	0	9251	9251	0	9251	0	0	0
7. Occupancy	529310	0	529310	529310	0	529310	0	0	0
8. Current Expenses	0	0	0	0	0	0	0	0	0
Telephone	119797	0	119797	119797	0	119797	0	0	0
Postage	13129	0	13129	13129	0	13129	0	0	0
Subscriptions	5374	0	5374	5374	0	5374	0	0	0
Audit and Legal	22500	0	22500	22500	0	22500	0	0	0
Insurance	18750	0	18750	18750	0	18750	0	0	0
Board Expenses	5058	0	5058	5058	0	5058	0	0	0
9. Software	0	0	0	0	0	0	0	0	0
10. Marketing/Communications	0	0	0	0	0	0	0	0	0
11. Staff Education and Training	58104	0	58104	58104	0	58104	0	0	0
12. Subcontracts/Agreements	0	0	0	0	0	0	0	0	0
13. Other (specific details mandatory): Professional	13205	0	13205	13205	0	13205	0	0	0
	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0
TOTAL	8943878	0	8943878	8550301	0	8550301	393577	0	393577
Indirect As A Percent of Direct		0							

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

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

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

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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

Contractor Initials AAS
Date 4/6/18

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Division reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name:

4/6/18
Date

A. Ashton-Savage
Name:
Title:

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

4/6/18
Date

A. Ashton-Savage
Name:
Title:

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

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

4/6/18
Date

A. Ashton-Savage
Name:
Title:

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.

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:

4/6/18
Date

A Ashton-Savage
Name:
Title:

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:

4/6/18
Date

A. Ashton-Davage
Name:
Title:

HEALTH INSURANCE PORTABLITY 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, TitleXIII, 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.

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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 (l). 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

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

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.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	Lamprey Health Care
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Audrey Ashton-Savage
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, DPHS	President of Board
Title of Authorized Representative	Title of Authorized Representative
4/26/18	4/6/18
Date	Date

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

4/6/18
Date

A. Ashton-Savage
Name:
Title:

FORM A

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

1. The DUNS number for your entity is: 040254401

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

   ✓ NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or

consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not

use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the

scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from 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. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

b. safeguard this information at all times.

c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS contact program and policy:
(Insert Office or Program Name)
(Insert Title)
DHHS-Contracts@dhhs.nh.gov

B. DHHS contact for Data Management or Data Exchange issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

C. DHHS contacts for Privacy issues:
DHHSPrivacyOfficer@dhhs.nh.gov

D. DHHS contact for Information Security issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

E. DHHS contact for Breach notifications:
DHHSInformationSecurityOffice@dhhs.nh.gov
DHHSPrivacy.Officer@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Primary Care Services

This 1st Amendment to the Primary Care Services (contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Mid-State Health Center (hereinafter referred to as "the Contractor"), a non-profit with a place of business at 101 Boulder Point Drive, Suite 1, Plymouth, NH 03264.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018, (Item #27G), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18 and Exhibit C-1 Paragraph 3the Contract may be amended and renewed upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2021.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $485,722.

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

   Nathan D. White, Director.

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

   603-271-9631.

5. Modify Exhibit A, Scope of Services by deleting it in its entirety and replacing with Exhibit A Amendment #1, Scope of Services, incorporated by reference and attached herein.

6. Modify Exhibit A-1, Reporting Metrics by deleting it in its entirety and replacing with Exhibit A-1, Reporting Metrics Amendment #1, incorporated by reference and attached herein.

7. Modify Exhibit A-2, Report Timing Requirements by deleting it in its entirety.

8. Modify Exhibit B, Methods and Conditions Precedent to Payment, Subsection 4.1 to read:

   4.1 Payments shall be on a cost reimbursement basis for approved actual costs in accordance with Exhibit B-1 through Exhibit B-5, Amendment #1 Budget, incorporated by reference and attached herein.

9. Add Exhibit B-4 Amendment #1, Budget, Incorporated by reference and attached herein.
10. Add Exhibit B-5 Amendment #1, Budget, Incorporated by reference and attached herein.

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

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

State of New Hampshire
Department of Health and Human Services

4/17/2018
Date

Name: Lisa Morris
Title: Director

Mid-State Health Center

4.17.2018
Date

Name: Robert J. MacLeod
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

4/13/2020
Date

Name:
Title:

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. et seq.

1.4. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered. The Department shall be the payor of last resort.

1.5. The Contractor shall provide Preventative and Primary Health Care, as well as related Care Management and Enabling Services to individuals of all ages, statewide, who are:

1.5.1. Uninsured.

1.5.2. Underinsured.

1.5.3. Low-income (defined as <185% of the U.S. Department of Health and Human Services (US DHHS), Poverty Guidelines.

1.6. The Contractor shall comply with all applicable state and federal laws for the duration of the contract period, including but not limited to:

1.6.1. NH RSA 141-C and Administrative Rule He-P 301, adopted 6/3/08, which requires the reporting of all communicable diseases.

1.6.2. NH RSA 169:C, Child Protection Act; NH RSA 161-F46, Protective Services to Adults, NH RSA 631:6, Assault and Related Offences, and RSA 130:A, Lead Paint Poisoning and Control.

1.6.3. NH RSA 141-C and the Immunization Rules promulgated, hereunder.

2. Eligibility Determination Services

2.1. The Contractor shall notify the Department, in writing, if access to Primary Care Services for new patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

2.2. The Contractor shall assist individuals with completing a Medicaid/Expanded

Medicaid and other health insurance application when income calculations indicate possible Medicaid eligibility.

2.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered.

2.4. The Contractor shall post a notice in a public and conspicuous location noting that no individual will be denied services for an inability to pay.

2.5. The Contractor shall develop and implement a sliding fee scale for services in accordance with the Federal Poverty Guidelines.

2.6. The Contractor shall make the sliding fee scale available to the Department upon request.

3. Primary Care Services

3.1. The Contractor shall ensure primary care services are provided by a New Hampshire licensed Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Advanced Practice Registered Nurse (APRN) or Physician Assistant (PA) to eligible individuals in the service area.

3.2. The Contractor shall ensure primary care services include, but are not limited to:

3.2.1. Reproductive health services.

3.2.2. Perinatal health services including, but not limited to, access to obstetrical services either on-site or by referral.

3.2.3. Preventive services, screenings and health education in accordance with established, documented state or national guidelines.

3.2.4. Integrated behavioral health services.

3.2.5. Pathology, radiology, surgical and CLIA-certified laboratory services either on-site or by referral.

3.2.6. Assessment of need and follow-up/referral as indicated for:

3.2.6.1. Tobacco cessation, including referral to QuitWorks-NH, www.QuitWorksNH.org.

3.2.6.2. Social services.

3.2.6.3. Chronic Disease management, including disease specific referral and self-management education such as referral to Diabetes Self-Management Education (DSME) as recommended by American Diabetes Association (ADA).

3.2.6.4. Nutrition services, including Women, Infants and Children (WIC) Food and Nutrition Service, as appropriate;

3.2.6.5. Screening, Brief Intervention and Referral to Treatment

(SBIRT) services, including but not limited to contact with the Regional Public Health Network Continuum of Care Development Initiative.

3.2.6.6. Referrals to health, home care, oral health and behavioral health specialty providers who offer sliding scale fees, when available.

3.3. The Contractor shall provide care management for individuals enrolled for primary care services, which includes, but is not limited to:

3.3.1. Integrated and coordinated services that ensure patients receive necessary care, including behavioral health and oral care when and where it is needed and wanted, in a culturally and linguistically appropriate manner.

3.3.2. Access to a healthcare provider by telephone twenty-four (24) hours per day, seven (7) days per week, directly, by referral or subcontract.

3.3.3. Care facilitated by registries, information technology, and health information exchanged.

3.4. The Contractor shall provide and facilitate enabling services, which are non-clinical services, that support the delivery of basic primary care services.

3.5. The Contractor shall facilitate access to comprehensive patient care and social services, as appropriate, that may include, but are not limited to:

3.5.1. Benefits counseling.

3.5.2. Health insurance eligibility and enrollment assistance.

3.5.3. Health education and supportive counseling.

3.5.4. Interpretation/translation for individuals with Limited English Proficiency or other communication needs.

3.5.5. Outreach, which may include the use of community health workers.

3.5.6. Transportation.

3.5.7. Education of patients and the community regarding the availability and appropriate use of health services.

4. Quality Improvement

4.1. The Contractor shall develop, define, facilitate and implement a minimum of two (2) Quality Improvement (QI) projects, which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of targeted patient groups. The Contractor shall ensure:

4.1.1. One (1) QI project focuses on the performance measure designated by the Maternal and Child Health Section (MCHS), which is

Adolescent Well Visits for SFY 2020-2022.

4.1.1.1. A minimum of one (1) other QI project is selected from Exhibit A-1 "Reporting Metrics" MCHS Primary

4.1.1.2. Care Performance Measures are met according to previous performance outcomes identified as needing improvement.

4.2. The Contractor shall utilize Quality Improvement Science to develop and implement a QI Workplan for each QI project. The Contractor shall ensure the QI Workplan includes, but is not limited to:

4.2.1. Specific goals and objectives for the project period; and

4.2.2. Evaluation methods used to demonstrate improvement in the quality, efficiency, and effectiveness of patient care.

4.3. The Contractor shall include baseline measurements for each area of improvement identified in the QI projects, to establish health care services and health status of targeted patient groups in need of improvement.

4.4. The Contractor shall utilize activities in QI projects that enhance clinical workflow and improve patient outcomes, which may include, but are not limited to:

4.4.1. EMR prompts/alerts.

4.4.2. Protocols/Guidelines.

4.4.3. Diagnostic support.Patient registries.Collaborative learning sessions.

5. Staffing

5.1. The Contractor shall ensure all health and allied health professionals have the appropriate, current New Hampshire licenses whether directly employed, contracted or subcontracted.

5.2. The Contractor shall employ a medical services director who:

5.2.1. Has specialized training and experience in primary care services.

5.2.2. Participates in quality improvement activities.

5.2.3. Is available to other staff for consultation, as needed.

5.3. The Contractor shall notify the MCHS, in writing, of any newly hired administrator, clinical coordinator or staff person essential to providing contracted services. The Contractor shall ensure notification:

5.3.1. Is provided to the Department no later than thirty (30) days from the

date of hire.

5.3.2. Includes a copy of the newly hired individual's resume.

5.4. The Contractor shall notify the MCHS, in writing, when:

5.4.1. Any critical position is vacant for more than thirty (30) days.

5.4.2. There is not adequate staffing to perform all required services for any period lasting more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

6. Coordination of Services

6.1. The Contractor shall participate in activities within the Public Health Region, as appropriate, to enhance the integration of community-based public health prevention and healthcare initiatives being implemented, including but not limited to:

6.1.1. Community needs assessments.

6.1.2. Public health performance assessments.

6.1.3. Regional health improvement plans under development.

6.2. The Contractor shall participate in and coordinate public health activities, as requested by the Department, during any disease outbreak or emergency that affects the public's health.

7. Required Meetings & Trainings

7.1. The Contractor shall attend meetings and trainings facilitated by the MCHS programs that include, but are not limited to:

7.1.1. MCHS Agency Directors' meetings.

7.1.2. MCHS Primary Care Coordinators' meetings, which are held two (2) times per year, which may require attendance by agency quality improvement staff.

7.1.3. MCHS Agency Medical Services Directors' meetings.

8. Workplans, Outcome Reports & Additional Reporting Requirements

8.1. The Contractor shall collect and report data on the MCHS Primary Care Performance Measures detailed in Exhibit A--1 Reporting Metrics.

8.2. The Contractor shall submit an updated budget narrative, within thirty (30) days of any changes, ensuring the budget narrative includes, but is not limited to:

8.2.1. Staff roles and responsibilities, defining the impact each role has on contract services.

8.2.2. Staff list that details information that includes, but is not limited to:

8.2.2.1. The Full Time Equivalent percentage allocated to contract

services.

8.2.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

8.3. The Contractor shall submit a Sources of Revenue report at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

8.4. The Contractor shall submit reports on the date(s) listed, or, in years where the date listed falls on a non-business day, on the Friday immediately prior to the date listed.

8.5. The Contractor is required to complete and submit each report, as instructed by the Department.

8.6. The Contractor shall submit annual reports to the Department, including but not limited to:

8.6.1. Uniform Data Set (UDS) Data tables that reflect program performance for the previous calendar year no later than March 31st.

8.6.2. A summary of patient satisfaction survey results obtained during the prior contract year no later than July 31st.

8.6.3. Quality (QI) Workplans no later than July 31st.

8.6.4. Enabling Services Workplans no later than July 31st.

8.6.5. QI Workplan revisions, as appropriate, no later than September 1st.

8.6.6. Enabling Services Workplan revisions, as appropriate, no later than September 1st.

8.6.7. Corrective Action Plans relating to Performance Measure Outcome Reports, as needed, no later than September 1st.

8.7. The Contractor shall submit semi-annual reports to the Department, including but not limited to:

8.7.1. Primary Care Services Measure Data Trend Table (DTT) is due no later than:

8.7.2. July 31, 2020 for the measurement period of July 1, 2019 through June 30, 2020.

8.7.3. January 31, 2021 for the measurement period of January 1, 2020 through December 31, 2020.

8.7.4. July 31, 2021 for the measurement period of July 1, 2020 through June 30, 2021.

8.7.5. January 31, 2022 for the measurement period of January 1, 2021

through December 31, 2021.

9. On-Site Reviews

9.1. The Contractor shall permit a team or person authorized by the Department to periodically review the Contractor's:

9.1.1. Systems of governance.

9.1.2. Administration.

9.1.3. Data collection and submission.

9.1.4. Clinical and financial management.

9.1.5. Delivery of education services.

9.2. The Contractor shall cooperate with the Department to ensure information needed for the reviews is accessible and provided, which includes, but is not limited to:

9.2.1. Client records.

9.2.2. Documentation of approved enabling services and quality improvement projects, including process and outcome evaluations.

9.3. The Contractor shall take corrective actions, as advised by the Department's review team, if services provided are not in compliance with the contract requirements.

10. Performance Measures

10.1. The Contractor shall define Annual Improvement Objectives that are measurable, specific and align to the provision of primary care services defined within Exhibit A-1 Reporting Metrics.

Exhibit A-1 – Reporting Metrics, Amendment #1

1. **Definitions**

1.1. **Measurement Year** – Measurement Year consists of 365 days and is defined as either:

1.1.1. The calendar year, (January 1st through December 31st); or

1.1.2. The state fiscal year (July 1st through June 30th).

1.2. **Medical Visit** – Medical visit is defined as any office visit including all well-care and acute-care visits.

1.3. **HEDIS** – Healthcare Effectiveness Data and Information Set

1.4. **NQF** – National Quality Forum

1.5. **Title V** – Federal Maternal and Child Health Services Block Grant

1.6. **UDS** – Uniform Data System

1.7. **NH MCHS** – New Hampshire Maternal and Child Health Section

2. **MCHS PRIMARY CARE PERFORMANCE MEASURES**

2.1. **Breastfeeding**

2.1.1. Percent of infants who are ever breastfed (Title V PM #4).

2.1.1.1. Numerator: All patient infants who were ever breastfed or received breast milk.

2.1.1.2. Numerator Note: The American Academy of Pediatrics recommends all infants exclusively breastfeed for about six (6) months as human milk supports optimal growth and development by providing all required nutrients during that time.

2.1.1.3. Denominator: All patient infants born in the measurement year.

2.2. **Preventive Health: Lead Screening**

2.2.1. Percent of children three (3) years of age who had two (2) or more capillary or venous lead blood test for lead poisoning by their third birthday. (NH MCHS).

2.2.1.1. Numerator: All patient children who received at least one capillary or venous lead screening test between nine (9) months to eighteen (18) months of age **AND** one (1) capillary or venous lead screening test between nineteen (19) to thirty (30) months of age.

2.2.1.2. Denominator: All patient children who turned three (3) years old during the measurement year that had at least one (1) medical visit during the measurement year.

Contractor Initials: _____
Date: 3/5/2020

2.3. **Preventive Health: Adolescent Well-Care Visit**

2.3.1. Percent of adolescents, twelve (12) through twenty-one (21) years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year (HEDIS).

2.3.1.1. Numerator: Number of adolescents, ages 12 through 21 years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year.

2.3.1.2. Denominator: Number of patient adolescents, ages 12 through 21 years of age by the end of the measurement year.

2.4. **Preventive Health: Depression Screening**

2.4.1. Percentage of patients ages twelve (12) and older screened for clinical depression using an age appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NQF 0418, UDS).

2.4.1.1. Numerator: Patients twelve (12) years and older who are screened for clinical depression using an age-appropriate standardized depression screening tool **AND** if positive, a follow-up plan documented.

2.4.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented follow-up plan.

2.4.1.3. Denominator: All patients twelve (12) years and older by the end of the measurement year who had at least one (1) medical visit during the measurement year.

2.4.1.4. Denominator Exception: Depression screening not performed due to medical contraindicated or patient refusal.

2.4.1.5. Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as suicide risk assessment and/or referral to practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.4.2. Maternal Depression Screening

Contractor Initials: DF
Date: 3/5/2020

2.4.2.1. Percentage of women who are screened for clinical depression during any visit up to twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NH MCHS).

2.4.2.1.1. Numerator: Women who are screened for clinical depression during the first twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if screened positive have documented follow-up plan.

2.4.2.1.2. Numerator Note: Numerator includes women who screened negative PLUS women who screened positive AND have documented follow-up plan.

2.4.2.1.3. Denominator: All women who had any office visit up to twelve (12) weeks following delivery during the measurement year.

2.4.2.1.4. Denominator Exception: Documentation of depression screening not performed due to medical contraindicated or patient refusal.

2.4.2.1.5. Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as Suicide Risk Assessment and/or referral to a practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.5. **Preventive Health: Obesity Screening**

2.5.1. Percentage of patients aged 18 years and older with a calculated BMI in the past six months or during the current visit documented in the medical record AND if the most recent BMI is outside of normal parameters, a follow-up plan is documented (NQF 0421, UDS).

2.5.1.1. Normal parameters: Age 65 and older BMI $\geq$ 23 and < 30

Age 18 through 64 BMI $\geq$ 18.5 and < 25

Contractor Initials: [signature]
Date: 3/5/2020

2.5.1.2. Numerator: Patients with BMI calculated within the past six months or during the current visit and a follow-up plan documented if the BMI is outside of parameters (Normal BMI + abnormal BMI with documented plan).

2.5.1.3. Follow-Up Plan: Proposed outline of follow-up plan to be conducted as a result of BMI outside of normal parameters. The follow-up plan can include documentation of a future appointment, education, referral (such as registered dietician, nutritionist, occupational therapist, primary care physician, exercise physiologist, mental health provider, surgeon, etc.), prescription of/administration of dietary supplements, exercise counseling, nutrition counseling, etc.

2.5.1.4. Denominator: All patients aged 18 years and older who had at least one (1) medical visit during the measurement year.

2.5.2. Percent of patients aged 3 through 17 who had evidence of BMI percentile documentation AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year (UDS).

2.5.2.1. Numerator: Number of patients in the denominator who had their BMI percentile (not just BMI or height and weight) documented during the measurement year AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year.

2.5.2.2. Denominator: Number of patients who were one year after their second birthday (i.e., were 3 years of age) through adolescents who were aged up to one year past their 16th birthday (i.e., up until they were 17) at some point during the measurement year, who had at least one medical visit during the reporting year, and were seen by the health center for the first time prior to their 17th birthday.

2.6. **Preventive Health: Tobacco Screening**

2.6.1. Percent of patients aged 18 years and older who were screened for tobacco use at least once during the measurement year or prior year AND who received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user (UDS).

Contractor Initials:

Date: 3/5/2020

2.6.1.1. Numerator: Number of patients in the denominator for whom documentation demonstrates that patients were queried about their tobacco use one or more times during their most recent visit OR within twenty-four (24) months of the most recent visit and received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user.

2.6.1.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.6.1.4. Definitions:

2.6.1.4.1. Tobacco Use: Includes any type of tobacco.

2.6.1.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy.

2.6.2. Percent of women who are screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user (NH MCHS).

2.6.2.1. Numerator: Pregnant women who were screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user.

2.6.2.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.2.3. Denominator: All women who delivered a live birth in the measurement year.

2.7. **At Risk Population: Hypertension**

2.7.1. Percentage of patients aged 18 through 85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90mmHG) during the measurement year (NQF 0018).

2.7.1.1. Numerator: Number of patients from the denominator with blood pressure measurement less than 140/90 mm HG at the time of their last measurement.

Contractor Initials:

Date: 3/5/2020

2.7.1.2. Denominator: Number of patients age 18 through 85 with diagnosed hypertension (must have been diagnosed with hypertension 6 or more months before the measurement date) who had at least one (1) medical visit during the measurement year. (Excludes pregnant women and patients with End Stage Renal Disease.)

2.8. **Patient Safety: Falls Screening**

2.8.1. Percent of patients aged 65 years and older who were screened for fall risk at least once within 12 months (NH MCHS).

2.8.1.1. Numerator: Patients who were screened for fall risk at least once within the measurement year.

2.8.1.2. Denominator: All patients aged 65 years and older seen by a health care provider within the measurement year.

2.9. **SBIRT**

2.9.1. SBIRT – Percent of patients aged 18 years and older who were screened for substance use, using a formal valid screening tool, during any medical visit AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.1.1. Numerator: Number of patients in the denominator who were screened for substance use, using a formal valid screening tool, during any medical visit AND if positive, who received a brief intervention and/or referral to services.

2.9.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.9.1.4. Definitions:

2.9.1.4.1. Substance Use: Includes any type of alcohol or drug.

2.9.1.4.2. Brief Intervention: Includes guidance or counseling.

2.9.1.4.3. Referral to Services: includes any recommendation of direct referral for substance abuse services.

Contractor Initials: _____
Date: 3/5/2020

2.9.2. Percent of pregnant women who were screened, using a formal valid screening tool, for substance use, during every trimester they are enrolled in the prenatal program AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.2.1. Numerator: Number of women in the denominator who were screened for substance use, using a formal and valid screening tool, during each trimester that they were enrolled in the prenatal program AND if positive, received a brief intervention or referral to services

2.9.2.2. Numerator Note: numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.2.3. Denominator: Number of women enrolled in the agency prenatal program and who had a live birth during the measurement year.

Contractor Initials: [signature]
Date: 3/5/2020

Exhibit B-4 Amendment #1,
Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: Mid-State Health Center

Budget Request for: Primary Care Services
(Name of RFP)

Budget Period: April 1, 2020 - June 30, 2020 (State Fiscal Year 2020)

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$338,950.30	$ -	$ 338,950.30	$ 310,286.30	$ -	$ 310,286.30	$28,664.00	$ -	$ 28,664.00
2. Employee Benefits	$ 84,737.58	$ -	$ 84,737.58	$ 77,571.58	$ -	$ 77,571.58	$ 7,166.00	$ -	$ 7,166.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -		$ -	$ -		$ -	$ -		$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 423,687.88	$ -	$ 423,687.88	$ 387,857.88	$ -	$ 387,857.88	$ 35,830.00	$ -	$ 35,830.00

Indirect As A Percent of Direct 0.0%

Exhibit B-5 Amendment #1
Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: Mid-State Health Center

Budget Request for: Primary Care Services
(Name of RFP)

Budget Period: July 1, 2020 - June 30, 2021 (State Fiscal Year 2021)

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$1,355,801.20	$ -	$ 1,355,801.20	$ 1,241,143.60	$ -	$ 1,241,143.60	$114,657.60	$ -	$ 114,657.60
2. Employee Benefits	$ 338,950.30	$ -	$ 338,950.30	$ 310,285.90	$ -	$ 310,285.90	$ 28,664.40	$ -	$ 28,664.40
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -		$ -	$ -		$ -	$ -		$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 1,694,751.50	$ -	$ 1,694,751.50	$ 1,551,429.50	$ -	$ 1,551,429.50	$ 143,322.00	$ -	$ 143,322.00

Indirect As A Percent of Direct 0.0%

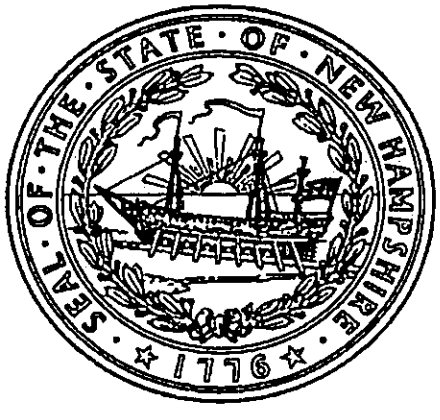
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MID-STATE HEALTH CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 09, 1998. 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: 285492

Certificate Number: 0004521839



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of May A.D. 2019.

William M. Gardner
Secretary of State

MID-STATE HEALTH CENTER

CERTIFICATE OF VOTE

I, Timothy Naro, President of the Board of Directors, do hereby certify that:

1. I am a duly elected Officer of Mid-State Health Center.
2. The following is a true copy of the resolution duly adopted by a quorum of Mid-State Health Center Board of Directors members via e-vote duly conducted on the fourth day of March, 2020:

   RESOLVED: That the Chief Executive Officer (CEO) is hereby authorized on behalf of Mid-State Health Center to enter into said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as they may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of the fourth day of March, 2020.
4. Robert MacLeod is the Chief Executive Officer (CEO) of Mid-State Health Center.

(Signature of Board President Timothy Naro)

STATE OF NEW HAMPSHIRE

County of Grafton

The forgoing instrument was acknowledged before me this fourth day of March, 2020, by Board President Timothy Naro.

(Signature of Notary Public Lyn England)

LYN ENGLAND NOTARY PUBLIC STATE OF NEW HAMPSHIRE MY COMMISSION EXPIRES AUGUST 5, 2020 (NOTARY SEAL)

Commission Expires: 8/5/2020

CERTIFICATE OF LIABILITY INSURANCE

Date: 09/26/19

Administrator:
New England Special Risks, Inc.
60 Prospect St.
Sherborn, Ma. 01770
Phone: (508) 561-6111

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

INSURERS AFFORDING COVERAGE

Insurer A:	Medical Protective Insurance Co.
Insurer B:	AIM Mutual Insurance Co.
Insurer C:	
Insurer D:	
Insurer E:	

Insured:
Mid-State Health Center
101 Boulder Point Dr.- Suite 1
Plymouth, NH. 03264

Coverages

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 the 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, aggregate limits shown may have been reduced by paid claims.

INS. LTR.	TYPE OF INSURANCE	POLICY NUMBER	Policy Effective Date	Policy Expiration Date	LIMITS		
A	**General Liability** ☑ Commercial General Liability ☐ Claims Made ☑ Occurrence ☐ ☐ General Aggregate Limit Applies Per: ☑ Policy ☐ Project ☐ Loc	HN 030313	10/1/2019	10/1/2020	Each Occurrence	$	1,000,000
					Fire Damage (Any one fire)	$	50,000
					Med Exp (Any one person)	$	5,000
					Personal & Adv Injury	$	1,000,000
					General Aggregate	$	3,000,000
					Products - Comp/Op Agg	$	1,000,000
	Automobile Liability ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ _____				Combined Single Limit (Each accident)	$	
					Bodily Injury (Per person)	$	
					Bodily Injury (Per accident)	$	
					Property Damage (Per accident)	$	
	Garage Liability ☐ Any Auto ☐				Auto Only - Ea. Accident	$	
					Other Than Auto Only: Ea. Acc	$	
					Other Than Auto Only: Agg	$	
	Excess Liability ☐ Occurrence ☐ Claims Made ☐ Deductible ☐ Retention $				Each Occurrence	$	
					Aggregate	$	
						$	
						$	
						$	
B	**Workers Compensation and Employers' Liability**	ECC-4000079-2018A	10/1/2019	10/1/2020	☑ Statutory Limits ☐ Other		
					E.L. Each Accident		500,000
					E.L. Disease-Ea. Employee	$	500,000
					E.L. Disease - Policy Limit	$	500,000
A	**Entity Healthcare Professional and Employed Physicians Professional Professional Liability**	HN 030313	10/1/2019	10/1/2020	Per Incident		$1,000,000
					Aggregate		$3,000,000

Description of operations/vehicles/exclusions added by endorsement/special provision

Evidence of Current General, Healthcare Medical Professional Liability and Workers Compensation Insurance Coverage for the Insured.

Certificate Holder

State Of New Hampshire
Department of Health and Human Services
129 Pleasant St.
Concord, NH. 03301

Should any of the above policies be canceled before the expiration date thereof, the issuing insurer will endeavor to mail 10 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Authorized Representative

Emanuel Pilakis

MID-STATE HEALTH CENTER

Where your care comes together.

Family, Internal and Pediatric Medicine • Behavioral Health • Dental Care

midstatehealth.org

Mission Statement: Mid-State Health Center provides sound primary medical care to the community, accessible to all regardless of the ability to pay.

Plymouth Office: 101 Boulder Point Drive • PH (603) 536-4000 • FAX (603) 536-4001
Bristol Office: 100 Robie Road • PH (603) 744-6200 • FAX (603) 744-9024
Mailing Address: 101 Boulder Point Drive • Suite 1 • Plymouth, NH 03264

MID-STATE HEALTH CENTER
AND SUBSIDIARY

Consolidated Financial Statements

As of and for the Years Ended
June 30, 2019 and 2018

Supplemental Schedule of Expenditures of Federal Awards

For the Year Ended June 30, 2019

and

Independent Auditors' Report

MID-STATE
HEALTH CENTER
A non-profit corporation

MID-STATE HEALTH CENTER AND SUBSIDAIRY

Table of Contents

As of and for the Years Ended June 30, 2019 and 2018

TYLER, SIMMS & ST. SAUVEUR, CPAs, P.C.
Certified Public Accountants & Business Consultants

Independent Auditors' Report

To the Board of Trustees of
Mid-State Health Center and Subsidiary:

Report on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of Mid-State Health Center and Subsidiary, which comprise the consolidated statements of financial position as of June 30, 2019 and 2018, and the related consolidated statements of operations and changes in net assets, functional expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; 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 auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General 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 Organization's preparation and fair presentation of the consolidated 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 Organization'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.

Tyler, Simms & St. Sauveur, P.C. • 19 Morgan Drive • Lebanon, NH 03766 • Ph. 603-653-0044 • Fax 603-653-0209
www.tss-cpa.com

Emphasis of Matter

Changes in Accounting Principle

As discussed in Note 1 to the consolidated financial statements, as of June 30, 2019, the Organization adopted Accounting Standards (ASU) 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities*. The update addresses the complexity and understandability of net asset classification, information about liquidity and availability of resources, methods used to allocate costs and direction for consistency about information provided about expenses and investment return. The adoption of the standard resulted in additional footnote disclosures and changes to the classification of net assets and disclosures related to net assets. Our opinion is not modified with respect to this matter.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Mid-State Health Center and Subsidiary as of June 30, 2019 and 2018, and the results of their operations, changes in net assets and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying Schedule of Expenditures of Federal Awards, as required by Title 2 U.S. *Code of Federal Regulations* (CFR) 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. The consolidating information is also presented on pages 30-33 for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of the Organization's management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated 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 November 19, 2019, on our consideration of the Organization's internal control over financial reporting and on our tests of its 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 the Organization'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 the Organization's internal control over financial reporting and compliance.

Tyler, Simms and St. Laurent, CPAs, P.C.

Lebanon, New Hampshire
November 19, 2019

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidated Statements of Financial Position

As of June 30, 2019 and 2018

	2019	2018
Assets		
Current assets		
Cash and cash equivalents	$ 1,764,253	$ 1,453,543
Restricted cash	69,659	53,419
Patient accounts receivable, net	570,448	683,199
Estimated third-party settlements	88,708	98,348
Contracts and grants receivable	475,746	291,932
Prepaid expenses and other receivables	379,974	357,533
Total current assets	3,348,788	2,937,974
Long-term assets		
Property and equipment, net	5,832,126	6,022,468
Other assets	18,263	-
Total long-term assets	5,850,389	6,022,468
Total assets	$ 9,199,177	$ 8,960,442
Liabilities and net assets		
Current liabilities		
Accounts payable	$ 204,907	$ 122,653
Accrued expenses and other current liabilities	66,462	71,462
Accrued payroll and related expenses	374,802	350,636
Accrued earned time	308,765	354,444
Current portion of long-term debt	160,374	160,342
Current portion of capital lease obligations	591	7,460
Total current liabilities	1,115,901	1,066,997
Long-term liabilities		
Long-term debt, less current portion	4,195,066	4,348,832
Capital lease obligations, less current portion	-	791
Total long-term liabilities	4,195,066	4,349,623
Total liabilities	5,310,967	5,416,620
Commitments and contingencies (See Notes)		
Net assets without donor restrictions	3,888,210	3,543,822
Total liabilities and net assets	$ 9,199,177	$ 8,960,442

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

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidated Statements of Operations and Changes in Net Assets

For the Years Ended June 30, 2019 and 2018

	2019	2018
Changes in net assets without restrictions		
Revenue, gains and other support		
Patient service revenue (net of contractual allowances and discounts)	$ 6,721,349	$ 7,064,450
Provision for uncollectible accounts	241,053	280,637
Net patient service revenue	6,480,296	6,783,813
Contracts and grants	2,464,156	2,260,034
Contributions	13,987	13,903
Other operating revenue	1,834,609	1,308,807
Net assets released from restrictions	-	11,958
Total revenue, gains and other support	10,793,048	10,378,515
Expenses		
Salaries and wages	6,115,133	6,490,478
Employee benefits	1,378,376	1,469,123
Insurance	33,090	137,116
Professional fees	939,846	563,056
Supplies and expenses	1,472,424	1,348,770
Depreciation and amortization	306,383	297,293
Interest expense	203,408	203,415
Total expenses	10,448,660	10,509,251
Change in net assets without donor restrictions	344,388	(130,736)
Changes in net assets with donor restrictions		
Net assets released from restrictions	-	(11,958)
Change in net assets with donor restrictions	-	(11,958)
Change in net assets	344,388	(142,694)
Net assets, beginning of year	3,543,822	3,686,516
Net assets, end of year	$ 3,888,210	$ 3,543,822

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

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidated Statement of Functional Expenses

For the Year Ended June 30, 2019

	Program Services						Supporting Services		
	Medical	Dental	Behavioral Health	Emergency Prep.	Montessori Center	Total Program Service	Admin and General	Fundraising	Total Expenses
Salaries and wages	$ 3,573,331	$ 396,792	$ 756,610	$ 60,951	$ 169,102	$ 4,956,786	$ 1,138,041	$ 20,307	$ 6,115,134
Employee benefits	822,119	113,606	210,897	14,304	46,585	1,207,511	166,662	4,202	1,378,375
Insurance	14,794	288	1,909	4,000	977	21,968	11,123	-	33,091
Professional fees	525,174	48,356	68,799	216,416	-	858,745	81,101	-	939,846
Supplies and expenses	1,099,113	120,679	93,303	9,755	12,712	1,335,562	136,861	-	1,472,423
Depreciation and amortization	233,417	42,663	19,599	-	1,758	297,437	8,946	-	306,383
Interest expense	164,255	17,982	12,787	-	-	195,024	8,384	-	203,408
Total expenses	$ 6,432,203	$ 740,366	$ 1,163,904	$ 305,426	$ 231,134	$ 8,873,033	$ 1,551,118	$ 24,509	$ 10,448,660

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

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidated Statement of Functional Expenses

For the Year Ended June 30, 2018

	Program Services							Supporting Services		
	Medical	Dental	Behavioral Health	Education and Outreach	Emergency Prep.	Montessori Center	Total Program Service	Admin and General	Fundraising	Total Expenses
Salaries and wages	$ 3,989,689	$ 433,697	$ 756,546	$ 149,122	$ 60,620	$ 157,192	$ 5,546,866	$ 926,864	$ 16,748	$ 6,490,478
Employee benefits	924,393	120,726	210,233	36,570	13,617	39,948	1,345,487	120,036	3,600	1,469,123
Insurance	113,359	984	-	-	-	1,002	115,345	21,771	-	137,116
Professional fees	214,588	19,579	26,438	-	233,623	-	494,228	60,298	-	554,526
Supplies and expenses	1,032,953	98,213	90,123	12,510	7,732	8,523	1,250,054	98,716	-	1,348,770
Depreciation and amortization	213,489	51,642	22,001	-	-	1,746	288,878	8,415	-	297,293
Interest expense	165,455	16,226	13,069	-	-	-	194,750	17,195	-	211,945
Total expenses	$ 6,653,926	$ 741,067	$ 1,118,410	$ 198,202	$ 315,592	$ 208,411	$ 9,235,608	$ 1,253,295	$ 20,348	$ 10,509,251

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

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidated Statements of Cash Flows

For the Years Ended June 30, 2019 and 2018

	2019	2018
Cash flows from operating activities		
Change in net assets	$ 344,388	$ (142,694)
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	306,383	297,293
Amortization reflected as interest	2,668	2,667
Provision for uncollectible accounts	241,053	280,637
(Increase) decrease in the following assets:		
Patient accounts receivable	(128,302)	(294,199)
Estimated third-party settlements	9,640	(1,685)
Contracts and grants receivable	(183,814)	43,531
Prepaid expenses and other receivables	(22,441)	366,359
Other assets	(18,263)	-
Increase (decrease) in the following liabilities:		
Accounts payable	82,254	25,157
Accrued payroll and related expenses	24,166	21,907
Accrued earned time	(45,679)	11,178
Accrued other expenses	(5,000)	(258,431)
Net cash provided by operating activities	607,053	351,720
Cash flows from investing activities		
Purchases of property and equipment	(116,041)	(36,228)
Net cash used in investing activities	(116,041)	(36,228)
Cash flows from financing activities		
Payments on capital leases	(7,660)	(4,630)
Payments on long-term debt	(156,402)	(195,444)
Net cash used in financing activities	(164,062)	(200,074)
Net increase in cash, cash equivalents and restricted cash	326,950	115,418
Cash, cash equivalents and restricted cash, beginning of year	1,506,962	1,391,544
Cash, cash equivalents and restricted cash, end of year	$ 1,833,912	$ 1,506,962

Cash, cash equivalents and restricted cash consisted of the following as of June 30:

	2019	2018
Cash and cash equivalents	$ 1,764,253	$ 1,453,543
Restricted cash	69,659	53,419
	$ 1,833,912	$ 1,506,962

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

MID-STATE HEALTH CENTER AND SUBSIDIARY
Consolidated Statements of Cash Flows (continued)
For the Years Ended June 30, 2019 and 2018

Supplemental Disclosures of Cash Flow Information

	2019	2018
Cash payments for:		
Interest	$ 200,740	$ 200,748

Supplemental Disclosures of Non-Cash Transactions

During 2018, the Organization entered into a capital lease agreement to acquire equipment totaling $7,676.

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

1. Summary of Significant Accounting Policies:

Organization

Mid-State Health Center ("MSHC") is a Federally Qualified Health Center (FQHC) which provides health care to a large number of Medicare, Medicaid and charity care patients on an outpatient basis. MSHC maintains facilities in Plymouth and Bristol, New Hampshire.

The consolidated financial statements include the accounts of Mid-State Community Development Corporation (MSCDC), collectively, "the Organization".

Effective September 23, 2010, the Organization was transferred a sole member interest in MSCDC, which owns the 19,500 square foot operating facility that was developed to house the Organization, providing medical services to the underserved community in the Plymouth, New Hampshire region.

During the year ended June 30, 2012, after having participated in a pilot program with the New Hampshire Citizens Health Initiative (NHCHI), the Organization was officially recognized as a medical home.

Basis of Statement Presentation

The consolidated financial statements are presented on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. The consolidated financial statements have been prepared consistent with the American Institute of Certified Public Accountants *Audit and Accounting Guide, Health Care Organizations* (Audit Guide). All significant intercompany transactions between MSHC and MSCDC have been eliminated in consolidation.

Effective July 1, 2018, the Organization adopted Accounting Standards Update (ASU) 2016-14 *Not-for-Profit Entities* (Topic 958). The ASU amends the current reporting model for nonprofit organizations and enhances their required disclosures. The major changes include: (a) requiring the presentation of only two classes of net assets now entitled "net assets without donor restrictions" and "net assets with donor restrictions", (b) modifying the presentation of underwater endowment funds and related disclosures, (c) requiring the use of the places in service approach to recognize the expirations of restrictions on gifts used to acquire or construct long-lived assets absent explicit donor stipulations otherwise, (d) requiring that all nonprofits present an analysis of expenses by function and nature in either the statement of activities, a separate statement or in the notes and disclose a summary of the allocation methods used to allocate costs, (e) requiring the disclosure of quantitative and qualitative information regarding liquidity and availability of resources, (f) presenting investment return net of external and direct expenses, and (g) modifying other financial statement reporting requirements and disclosures intended to increase the usefulness of nonprofit financial statements.

Implementation of ASU 2016-14 did not require reclassification or restatement of any opening balances related to the periods presented. Net assets previously reported as unrestricted are now reported as net assets without donor restrictions. Net asset previously reported as temporarily restricted net assets are now reported as net asset with donor restrictions. A footnote on liquidity has been added (Note 16).

1. Summary of Significant Accounting Policies (continued):

Classes of Net Assets

The Organization reports information regarding its consolidated financial position and activities to two classes of net assets; net assets without donor restrictions and net assets with donor restrictions.

(1) Net Assets without Donor Restrictions – represent those resources for which there are no restrictions by donors as to their use. They are reflected on the financial statements as without donor restrictions.

(2) Net Assets with Donor Restrictions – represent those resources, the uses of which have been restricted by donors to specific purposes or the passage of time and/or must retain intact, in perpetuity. The release from restrictions results from the satisfaction of the restricted purposes specified by the donor.

Estimates

The Organization uses estimates and assumptions in preparing financial statements in accordance with accounting principles generally accepted in the United States of America. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities and the reported revenues and expenses. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents include demand deposits, petty cash funds and investments with a maturity of three months or less, and exclude amounts whose use is limited by Board designation or other arrangements under trust agreements or with third-party payors.

Cash in Excess of FDIC-Insured Limits

The Organization maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. Accounts are generally guaranteed by the Federal Deposit Insurance Corporation (FDIC) up to certain limits. The Organization has not experienced any losses in such accounts.

Receivables

Patient receivables are carried at their estimated collectible amounts. Patient credit is generally extended on a short-term basis; thus, patient receivables do not bear interest.

Patient receivables are periodically evaluated for collectability based on credit history and current financial condition. The Organization uses the allowance method to account for uncollectible accounts receivable.

Property and Equipment

Property and equipment acquisitions are recorded at cost. Property and equipment donated for Organization operations are recorded at fair value at the date of receipt. Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized.

1. Summary of Significant Accounting Policies (continued):

Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method. Equipment under capital leases is amortized on the straight-line method over the life of the capital lease. Such amortization is included in depreciation and amortization in the financial statements.

Estimated useful lives are as follows:

	YEARS
Buildings	5 - 40
Leasehold improvements	5
Equipment	3 - 7
Furniture and fixtures	5 - 15
Capital leases	3 – 15

The Organization reviews the carrying value of property and equipment for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. In cases where undiscounted expected future cash flows are less than carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of assets. The factors considered by management in performing this assessment include current operating results, trends and prospects, as well as the effects of obsolescence, demand, competition and other economic factors.

Contractual Arrangements with Third-Party Payors

The Medicare and Medicaid programs pay the Organization for services at predetermined rates by treatment. The Organization is reimbursed for Medicare cost reimbursable items at a tentative rate with final settlement determined after the submission of annual cost reports and audits thereof by the Medicare fiscal intermediary. Changes in Medicare and Medicaid programs or reduction of funding levels for programs could have an adverse effect on future amounts recognized as net patient service revenue.

The laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount in the near term.

The Organization also enters into preferred provider agreements with certain commercial insurance carriers. Payment arrangements to the Organization under these agreements include discounted charges and fee schedule payments.

Net Patient Service Revenue

Net patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors.

1. Summary of Significant Accounting Policies (continued):

Grant Revenue

The Organization recognizes support funded by grants determined to be exchange transactions as the Organization performs the contracted services or incurs outlays eligible for reimbursement under the grant agreements. Grant activities and outlays are subject to audit and acceptance by the granting agency and, as a result of such audit, adjustments could be required.

Contributions

Contributions are recognized at the earlier of when cash is received or at the time a pledge becomes unconditional in nature. Contributions are recorded in the net asset classes described earlier depending on the existence and/or nature of any donor restriction. When a restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets releases from restriction. Restricted contributions that are satisfied in the same reporting period are classified as net assets without donor restriction.

Charity Care

The Organization provides care to patients who meet certain criteria under its charity care policy with minimal charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue.

Income Taxes

MSHC and MSCDC are not-for-profit corporations as described in Section 501(c)(3) of the Internal Revenue Code (Code) and are exempt from Federal income taxes on related income pursuant to Section 501(a) of the Code.

The Organization accounts for its uncertain tax positions in accordance with the accounting methods under ASC Subtopic 740-10. The UTP rules prescribe a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken in an organization's tax return. The Organization believes that it has appropriate support for the tax positions taken and, as such, does not have any uncertain tax positions that might result in a material impact on the Organization's statements of financial position, activities and changes in net assets and cash flows. The Organization's management believes it is no longer subject to examinations for the years prior to 2015.

Advertising

Advertising costs are charged to operations when incurred. Total advertising expense for the years ended June 30, 2019 and 2018 was $22,105 and $23,034, respectively.

Functional Allocation of Expenses

Expenses that can be identified with specific program or supporting services are charged directly to the related program or supporting service. Expenses that are associated with more than one program or supporting service are allocated based on an evaluation by management utilizing measurements for time and effort, square footage and/or encounter based statistics.

1. Summary of Significant Accounting Policies (continued):

Excess (Deficit) of Revenues over Expenses

The consolidated statements of operations include excess (deficit) of revenues over expenses. Changes in net assets without restrictions which are excluded from excess (deficit) of revenues over expenses, consistent with industry practice, include contributions and grants of long-lived assets.

Fair Value of Financial Instruments

The carrying amount of cash, patient accounts receivable, accounts and notes payable and accrued expenses approximates fair value.

Reclassifications

Certain reclassifications have been made to the prior year's financial statements to conform to the current year presentation. These reclassifications have no effect on the previously reported change in net assets.

Liquidity

Assets are presented in the accompanying consolidated statements of financial position according to their nearness of conversion to cash and liabilities according to the nearness of their maturity and resulting use of cash.

New Pronouncements

The FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. The ASU which becomes effective for the Organization's consolidated financial statements as of and for the year ending June 30, 2020, provides guidance on whether a receipt from a third-party resource provider should be accounted for as a contribution (nonreciprocal transaction) within the scope of Topic 958, *Not-for-Profit Entities*, or as an exchange (reciprocal) transaction.

The FASB issued ASU No. 2016-02, *Leases*. The ASU, which becomes effective for the Organization's consolidated financial statements as of and for the year ending June 30, 2021, requires the full obligation of long-term leases to be recorded as a liability with a corresponding right of use asset on the statement of financial position.

The Organization is evaluating the impact of these standards on its future financial statements.

2. Charity Care:

The Organization maintains records to identify and monitor the level of charity care they provide. These records include the amount of charges foregone for services and supplies furnished under their charity care policies. The total cost estimate is based on an overall cost-to-charge ratio applied against gross charity care charges. The net cost of charity care provided was approximately $280,000 and $337,000 for the years ended June 30, 2019 and 2018, respectively.

2. Charity Care (continued):

In 2019 and 2018, 564 and 533 patients received charity care out of a total of 11,539 and 10,771 patients, respectively. The Organization provides health care services to residents of Plymouth, New Hampshire as well as Bristol, New Hampshire and their surrounding areas, without regard to the individual's ability to pay for their services.

Determination of eligibility for charity care is granted on a sliding fee basis:

For dental services, patients with family income less than 100% of the Community Services Administration Income Poverty Guidelines shall only be responsible for a nominal fee assessed by the Organization and not the balance of their account for services received. Those with family income at least equal to 101%, but not exceeding 125% of the Federal Poverty Guidelines, receive a 65% discount. Those with family income at least equal to 126%, but not exceeding 150% of the guidelines, receive a 55% discount. Those with family income at least equal to 151%, but not exceeding 200% of the guidelines, receive a 45% discount.

For all other services, patients with family income less than 100% of the Community Services Administration Income Poverty Guidelines shall only be responsible for a nominal fee assessed by the Organization and not the balance of their account for services received. Those with family income at least equal to 101%, but not exceeding 138% of the Federal Poverty Guidelines, shall be responsible for a $20 fee for each encounter. Those with family income at least equal to 139%, but not exceeding 160% of the guidelines, will be responsible for a $30 fee for each encounter. Those with family income at least equal to 161%, but not exceeding 180% of the guidelines, will be responsible for a $40 fee for each encounter. Those with family income at least equal to 181%, but not exceeding 200% of the guidelines, will be responsible for a $50 fee for each encounter.

3. Patient Service Revenue and Patient Accounts Receivable:

Patient service revenue, net of contractual allowances and discounts (but before the provision for bad debts), recognized was as follows for the years ended June 30:

	2019			
	Gross Charges	Contractual Adjustments	Sliding Fee Adjustments	Patient Service Revenue
Medicare	$ 3,168,938	$ 736,684	$ -	$ 2,432,254
Medicaid	1,780,916	576,871	-	1,204,045
Blue Cross	1,943,516	681,502	-	1,262,014
Other third-party payors	2,212,431	754,360	-	1,458,071
Self-pay	621,569	-	256,604	364,965
Total	$ 9,727,370	$ 2,749,417	$ 256,604	$ 6,721,349

3. **Patient Service Revenue and Patient Accounts Receivable (continued):**

	2018			
	Gross	Contractual	Sliding Fee	Patient Service
Medicare	$ 3,056,284	$ 760,522	$ -	$ 2,295,762
Medicaid	1,629,184	358,716	-	1,270,468
Blue Cross	2,012,056	587,538	-	1,424,518
Other third-party payors	2,491,465	781,926	-	1,709,539
Self-pay	733,202	-	369,039	364,163
Total	$ 9,922,191	$ 2,488,702	$ 369,039	$ 7,064,450

Patient accounts receivable is reported net of estimated contractual allowances and allowance for doubtful accounts, as follows, as of June 30:

	2019	2018
Patient accounts receivable	$ 1,247,726	$ 1,266,792
Less: Estimated contractual allowances and discounts	360,278	348,593
Less: Estimated allowance for uncollectible accounts	317,000	235,000
Patient accounts receivable, net	$ 570,448	$ 683,199

Patient accounts receivable are reduced by an allowance for doubtful accounts. In evaluating the collectability of accounts receivable, the Organization analyzes its past history and identifies trends for each of its major payor sources of revenue to estimate the appropriate allowance for doubtful accounts and provision for bad debts. Management regularly reviews data about these major payor sources of revenue in evaluating the sufficiency of the allowance for doubtful accounts. For receivables associated with service provided to patients who have third-party coverage, the Organization analyzes contractually due amounts and provides an allowance for doubtful accounts and a provision for bad debts, if necessary. For receivables associated with self-pay patients, including both patients without insurance and patients with deductible and copayment balances due for which third-party coverage exists for only part of the bill, the Organization records a significant provision for bad debts in the period of service on the basis of its past experience, which indicates that many patients are unable or unwilling to pay the portion of their bill for which they are financially responsible. The difference between the standard rates and the amounts actually collected after all reasonable collection efforts have been exhausted is charged off against the allowance for doubtful accounts.

4. **Estimated Third-Party Settlements:**

Provision has been made for estimated adjustments that may result from final settlement of reimbursable amounts as may be required upon completion and audit of related cost finding reports under terms of contracts with the Center for Medicare and Medicaid Services and the New Hampshire Division of Welfare (Medicaid). Differences between estimated adjustments and amounts determined to be recoverable or payable are accounted for as income or expense in the year that such amounts become known.

5. Grants and State Contracts:

The Organization receives various reimbursement grants from the federal government, State of New Hampshire and other public and private agencies. The following is a summary of the grant activity for the years ended June 30:

	Grant and State Contract Revenue		Outstanding Receivable	
	2019	2018	2019	2018
HRSA 330 Grant - 2018-2022	$ 1,585,879	$ 1,500,224	$ 284,968	$ 141,281
Bi-State PCA Grant	154,332	8,238	105,528	-
NH Primary Care Contracts	153,293	150,146	25,550	38,324
Emergency Preparedness Grants	322,620	338,502	39,837	93,644
HRSA-IGNITE Grants	80,641	163,970	-	-
Other Grant and Contract Awards	167,391	98,954	19,863	18,683
	$ 2,464,156	$ 2,260,034	$ 475,746	$ 291,932

6. Property and Equipment:

Property and equipment consisted of the following as of June 30:

	2019	2018
Land	$ 525,773	$ 525,773
Buildings	6,346,118	6,346,118
Leasehold improvements	170,174	170,174
Furniture, fixtures and equipment	1,400,452	1,284,411
	8,442,517	8,326,476
Less: Accumulated depreciation	2,610,391	2,304,008
	$ 5,832,126	$ 6,022,468

Depreciation and amortization expense, including amortization expense on capital lease obligations, for the years ended June 30, 2019 and 2018 amounted to $306,383 and $297,293, respectively.

7. Line of Credit:

The Organization had an available line of credit with a maximum borrowing amount of $150,000 and $100,000 as of June 30, 2019 and 2018, respectively. The line carries an interest rate equal to 7% (prime plus 2%). The line is secured by all business assets. The line was not drawn upon as of June 30, 2019 and 2018.

8. Long-Term Debt:

Long-term debt consisted of the following as of June 30:

	2019	2018
Woodsville Guarantee Savings Bank note payable, maturing August 2033, principal and interest payable in 240 monthly installments of $18,194 through August 2033. Interest is charged at a rate of 5.25%.	$ 2,178,682	$ 2,279,730
Woodsville Guarantee Savings Bank note payable, maturing August 2018, principal and interest payable in 60 monthly installments of $3,757. Interest is charged at a rate of 4%.	-	7,477
United States of America Department of Agriculture note payable, maturing April 2045, principal and interest payable in 360 monthly payments of $10,904. Interest is charged at a rate of 3.5% (see Note 9a).	2,216,849	2,264,725
Total long-term debt	4,395,531	4,551,932
Less: unamortized deferred financing costs	40,091	42,758
Total long-term debt, net of unamortized deferred financing costs	4,355,440	4,509,174
Less: current portion	160,374	160,342
Long-term debt, less current portion	$ 4,195,066	$ 4,348,832

9a In September 2013, the Organization refinanced its then outstanding Woodsville Guarantee Savings Bank interim note payable with a construction loan. The new loan had an advancement amount of up to $2,700,000 and called for interest only payments at a rate of 5% beginning October 2013, for 23 consecutive months, and 1 balloon payment of principal and accrued unpaid interest due September 2015. In April 2015, the Organization entered into a long-term debt arrangement with the United States of America Department of Agriculture ("USDA") totaling $2,423,000. The proceeds from the loan were used to refinance the construction loan balance and unpaid accrued interest and to satisfy outstanding invoices related to the construction of the Bristol property. The loan is secured by the Organization's property located in Bristol, New Hampshire. The loan agreement requires the Organization to establish a reserve account which is to be funded in monthly installments of $1,090 until the accumulated sum of reserve funding reaches $130,848, after which no further funding is required except to replace withdrawals. As of June 30, 2019, the reserve account totaled $69,659, reflected on the consolidated statement of financial position as restricted cash.

Future maturities of long-term debt are as follows as of June 30, 2019:

2020	$ 160,374
2021	168,229
2022	176,256
2023	184,679
2024	193,328
Thereafter	3,512,665
	$ 4,395,531

9. Capital Lease Obligations:

As of June 30, 2019, the Organization had an outstanding capital lease obligation for a certain piece of equipment. The term of the lease agreement is for a period of 48 months expiring in 2019. Accordingly, the Organization has recorded the transaction as a capital lease obligation. For the years ended June 30, 2019 and 2018, amortization expense on the asset acquired through capital lease totaled $2,000 and was included within depreciation and amortization expense on the consolidated statement of functional expenses. The cost basis of the equipment under capital lease as of June 30, 2019 was $8,000. Accumulated amortization was $7,667 and $5,667 as of June 30, 2019 and 2018, respectively.

The following is a schedule, by year, of future minimum lease payments under the capital leases as of June 30:

2020	$ 600
Total minimum lease payments	600
LESS: Amount representing interest	9
Present value of minimum lease payments	591
LESS: Current portion	591
Long-term capital lease obligation	$ -

10. Malpractice Insurance Coverage:

The U.S. Department of Health and Human Services deemed the Organization covered under the Federal Tort Claims Act (FTCA) for damage for personal injury, including death, resulting from the performance of medical, surgical, dental and related functions. FTCA coverage is comparable to an occurrence policy without a monetary cap. Prior to being deemed for coverage under the FTCA, the Organization purchased medical malpractice insurance under a claims-made policy on a fixed premium basis. The Organization purchases primary and excess liability malpractice insurance under occurrence policies for certain services and other portions of the Organization not covered under FTCA.

Claim liabilities are determined without consideration of insurance recoveries. Expected recoveries are presented separately. Management analyzes the need for an accrual of estimated losses of medical malpractice claims, including an estimate of the ultimate costs of both reported claims and claims incurred but not reported. In such cases, the expected recovery from the Organization's insurance provider is recorded within prepaid expenses and other receivables. As of June 30, 2019 and 2018, subsequent to management's assessment of potential reported and not yet reported claims, management determined that its exposure for potential unreported claims was immaterial and consequently did not provide for an accrual. It is possible that an event has occurred which will be the basis of a future material claim.

11. Commitments and Contingencies:

Real Estate Taxes – The Organization and the Town of Plymouth, NH agreed to a payment in lieu of real estate taxes for a period of 10 years. The agreement identified real estate taxes previously paid by the Organization to the Town that the Organization was not required to pay as a result of its tax-exempt status. The sum of the overpayments will be applied evenly on an installment basis over the 10-year period, totaling $50,000. The Organization remains subject to its requirement to timely file its application for tax exemption with the Town on an annual basis.

11. Commitments and Contingencies (continued):

340B Revenue – The Organization participates in the 340B Drug Discount Program (the 340B Program) which enables qualifying health care providers to purchase drugs from pharmaceutical suppliers at a substantial discount as a Covered Entity. The 340B Program is managed by the Health Resources and Services Administration (HRSA) Office of Pharmacy Affairs. The Organization is required to undergo a self-audit process to determine compliance with 340B Program guidelines. The 340B statutes also explicitly authorize HRSA to audit Covered Entities to ensure they are compliant with the 340B Program. All Covered Entities are also required to recertify compliance with the 340B Program on an annual basis, including an attestation to full compliance with the 340B Program. The Organization earns revenue under the 340B Program by purchasing pharmaceuticals at a reduced cost to fill prescriptions to qualified patients. The Organization contracts with certain third-party pharmacies that dispense the pharmaceuticals to its patients. 340B revenue is included in other operating revenue within the consolidated statements of operations and totaled $1,476,030 and $1,062,379 for the years ended June 30, 2019 and 2018, respectively. The cost of pharmaceuticals, dispensing fees to the pharmacies, consulting fees and other costs associated with the 340B Program are included in operating expenses in the consolidated statements of operations and totaled $512,776 and $353,521 for the years ended June 30, 2019 and 2018, respectively.

12. Concentration of Credit Risk:

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payor agreements. The mix of receivables from patients and third-party payors was as follows at June 30:

	2019	2018
Medicare	11.7%	15.4%
Medicaid	22.2%	20.9%
Blue Cross	15.7%	18.6%
Patients	22.7%	14.9%
Other third-party payors	27.7%	30.2%
	100.0%	100.0%

13. Other Operating Revenue:

The following summarizes components of other operating revenue for the years ended June 30:

	2019	2018
Other operating revenue:		
Pharmacy income - 340B	$ 1,476,030	$ 1,062,379
Anthem shared savings	83,807	28,835
Montessori Center	155,676	164,008
Other operating revenue	119,096	53,585
	$ 1,834,609	$ 1,308,807

14. Retirement Program:

During 2007, the Organization adopted a tax-sheltered annuity plan under 403(b) of the Code for eligible employees. Eligible employees are specified as those who normally work more than 20 hours per week and are not classified as independent contractors. The Organization provides for matching of employee contributions, 50% of the first 6% contributed. Contributions to the plan for the years ended June 30, 2019 and 2018 were $144,309 and $154,961, respectively.

15. Health Insurance:

Prior to the fiscal year ended June 30, 2019, the Organization offered health insurance benefits to all employees under available Health Maintenance Organization (HMO) and Preferred Provider Organization (PPO) plans.

During the year ended June 30, 2019, the Organization began participation in a captive health insurance plan (Captive Plan). The Organization is subject to a stop-loss limit of $50,000 per participant in the Plan before additional coverage through the captive arrangement will commence coverage of claims. Claims submitted to the Captive Plan for reimbursement after the end of the fiscal year with service dates on or prior to June 30 are required to be recognized as a loss in the period in which they occurred. As such, the Organization has provided for a liability for unpaid claims with service dates as of or before June 30 which had not yet been reported totaling $28,500, included under the caption "accrued expenses and other current liabilities".

Deductible requirements under the Captive Plan range from $2,000 to $4,000, depending on the coverage selected, before the Organization, under its' health reimbursement arrangement, is obligated to pay up to $500 per participant.

The Organization provides for an accrual based on the aggregate amount of the liability for reported claims and an estimated liability for claims incurred but not yet reported. At June 30, 2019 and 2018, "accrued expenses and other current liabilities" include an accrued liability related to these plans of $20,000 and $819, respectively.

16. Liquidity:

Financial assets available for general expenditures within one year of the balance sheet date consist of the following as of June 30:

	2019	2018
Cash and cash equivalents	$ 1,764,253	$ 1,453,543
Patient accounts receivable, net	570,448	683,199
Estimated third-party settlements	88,708	98,348
Contracts and grant receivable	475,746	291,932
Other receivables	263,318	206,716
	$ 3,162,473	$ 2,733,738

16. **Liquidity (continued):**

As part of its liquidity management strategy, the Organization structures its financial assets to be available as its general expenditures, liabilities and other obligations as they come due. The Organization has certain restricted cash balances totaling $69,659 and $53,419 as of June 30, 2019 and 2018, respectively, representing funds required to be set aside as a building maintenance reserve for the Organization's Bristol, New Hampshire location. These balances have not been included in the Organization financial assets available for general expenditure within one year.

17. **Subsequent Events:**

The Organization has reviewed events occurring after June 30, 2019 through November 19, 2019, the date the board of trustees accepted the final draft of the consolidated financial statements and made them available to be issued. The Organization has not identified other events requiring disclosure that have occurred between the period of June 30, 2019 and the report date, November 19, 2019. The Organization has not reviewed events occurring after the report date for their potential impact on the information contained in these consolidated financial statements.

MID-STATE HEALTH CENTER
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2019

Federal Grantor/Pass-Through Grantor/Program Title	Federal CFDA Number	Pass-through Entity or Award Identifying Number	Federal Expenditures	Passed through to Subrecipients
U.S. Department of Health and Human Services:				
Health Center Program (Community Health Centers, Migrant Health Centers, Health Care for the Homeless and Public Housing Primary Care)	93.224		$ 1,585,879	$ -
Rural Health Care Services Outreach, Rural Health Network Development and Small Health Care Provider Quality Improvement Program	93.912		80,641	-
Passed through Bi-State Primary Care Association, Inc.:				
Grants to States to Support Oral Health Workforce Activities	93.236	T12HP30316	154,322	-
Total passed through Bi-State Primary Care Association, Inc.			154,322	-
Passed through N.H. Department of Health and Human Services:				
Block Grants for Prevention and Treatment of Substance Abuse	93.959	FAIN TI010035	110,382	-
Immunization Cooperative Agreements	93.268	FAIN H23IP000757	10,300	-
Preventive Health and Health Services Block Grant Funded Solely with Prevention and Public Health Funds (PPHF)	93.758	FAIN B01OT009037	5,767	-
Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Aligned Cooperative Agreements	93.074 Comprised of 93.889 & 93.069	FAIN U90TP000535	49,492	-
Maternal and Child Health Services Block Grant to the States	93.994	Unknown	39,854	-
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	FAIN SP020796	110,000	-
Total passed through N.H. Department of Health and Human Services			325,795	-
Total U.S. Department of Health and Human Services			2,146,637	-
TOTAL EXPENDITURES OF FEDERAL AWARDS			$ 2,146,637	$ -

The accompanying notes to financial statements are an integral part of this schedule.

MID-STATE HEALTH CENTER
Notes to Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2019

1. Basis of Presentation:

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal award activity of MSHC under programs of the federal government for the year ended June 30, 2019. The information in the schedule is presented in accordance with the requirements of Title 2 US. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Since the schedule presents only a selected portion of the operations of MSHC, it is not intended to and does not present the statement of financial position, statement of operations and changes in net assets or cash flows of MSHC.

2. Significant Accounting Policies:

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. The Schedule includes Catalog of Federal Domestic Assistance (CFDA) and pass-through award numbers when available.

3. Indirect Cost Rate:

MSHC elected to use the 10% de minimis indirect cost rate.

TYLER, SIMMS & ST. SAUVEUR, CPAs, P.C.
Certified Public Accountants & Business Consultants

Report 1

Independent Auditors' 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*

To the Board of Trustees of
Mid-State Health Center:

We have audited, in accordance with the auditing standards generally accepted in the United States of America 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 Mid-State Health Center ("MSHC") (a nonprofit organization), which comprise the statement of financial position as of June 30, 2019, and the related statements of operations and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated November 19, 2019.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered MSHC's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of MHSC's internal control. Accordingly, we do not express an opinion on the effectiveness of MSHC'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 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.

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Independent Auditors' 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* (continued)

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.

Compliance and Other Matters

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

Purpose of This Report

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

Tyler, Simms and St. Laurent, CPAs, P.C.

Lebanon, New Hampshire
November 19, 2019

TYLER, SIMMS & ST. SAUVEUR, CPAs, P.C.
Certified Public Accountants & Business Consultants

Report 2

Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance

To the Board of Trustees of
Mid-State Health Center:

Report on Compliance for Each Major Federal Program

We have audited Mid-State Health Center's ("MSHC") compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of MSHC's major federal programs for the year ended June 30, 2019. MHSC's major federal programs are identified in the summary of auditors' 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.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of MSHC's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; 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 MSHC'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 each major federal program. However, our audit does not provide a legal determination of MSHC's compliance.

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Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance (continued)

Opinion on Each Major Federal Program

In our opinion, MSHC complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2019.

Report on Internal Control Over Compliance

Management of MSHC 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 MSHC's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each 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 MSHC's internal control over compliance.

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

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

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

Tyler, Simms and St. Laurent, CPAs, P.C.

Lebanon, New Hampshire
November 19, 2019

MID-STATE HEALTH CENTER
Schedule of Findings and Questioned Costs
As of and For the Year Ended June 30, 2019

SECTION I - SUMMARY OF AUDITORS' RESULTS

Financial Statements

Type of auditors' report issued	*Unmodified*
Internal control over financial reporting:	
Material weakness identified	____ Yes __X__ No
Significant deficiencies identified that are not considered to be material weaknesses	____ Yes __X__ None reported
Non-compliance material to financial statements noted	____ Yes __X__ No

Federal Awards

Internal control over major programs:	
Material weakness identified	____ Yes __X__ No
Significant deficiencies identified that are not considered to be material weaknesses	____ Yes __X__ None reported
Type of auditors' report issued on compliance for major programs	*Unmodified*
Any audit findings disclosed that are required to be reported in accordance with Section 200.516(a) of the Uniform Guidance	____ Yes __X__ No

Identification of major programs:

Federal CFDA Number	Name of Federal/Local Program
93.224	Health Center Program

Dollar threshold used to distinguish between Type A and Type B programs	$750,000
Auditee qualified as low-risk auditee?	__X__ Yes ____ No

SECTION II - FINANCIAL STATEMENT FINDINGS

There were no findings related to the financial statements which are required to be reported in accordance with generally accepted Government Auditing Standards (GAGAS).

SECTION III - FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

There were no findings or questioned costs for Federal awards (as defined in Section 200.516(a) of the Uniform Guidance) that are required to be reported.

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidating Statement of Financial Position – Schedule 1

As of June 30, 2019

	MSHC	MSCDC	ELIMINATIONS	TOTAL
Assets				
Current assets				
Cash and cash equivalents	$ 1,273,179	$ 491,074	$ -	$ 1,764,253
Restricted cash	69,659	-	-	69,659
Patient accounts receivable, net	570,448	-	-	570,448
Estimated third-party settlements	88,708	-	-	88,708
Contracts and grants receivable	475,746	-	-	475,746
Prepaid expenses and other receivables	417,584	-	(37,610)	379,974
Total current assets	2,895,324	491,074	(37,610)	3,348,788
Long-term assets				
Property and equipment, net	2,547,312	3,284,814	-	5,832,126
Other assets	139,882	-	(121,619)	18,263
Total long-term assets	2,687,194	3,284,814	(121,619)	5,850,389
Total assets	$ 5,582,518	$ 3,775,888	$ (159,229)	$ 9,199,177
Liabilities and net assets				
Current liabilities				
Accounts payable	$ 204,907	$ 37,610	$ (37,610)	$ 204,907
Accrued expenses and other current liabilities	51,001	15,461	-	66,462
Accrued payroll and related expenses	374,802	-	-	374,802
Accrued earned time	308,765	-	-	308,765
Current portion of long-term debt	53,891	106,483	-	160,374
Current portion of capital lease obligations	591	-	-	591
Total current liabilities	993,957	159,554	(37,610)	1,115,901
Long-term liabilities				
Lease deposits	-	121,619	(121,619)	-
Long-term debt, less current portion	2,157,382	2,037,684	-	4,195,066
Capital lease obligations, less current portion	-	-	-	-
Total long-term liabilities	2,157,382	2,159,303	(121,619)	4,195,066
Total liabilities	3,151,339	2,318,857	(159,229)	5,310,967
Net assets without donor restrictions	2,431,179	1,457,031	-	3,888,210
Total liabilities and net assets	$ 5,582,518	$ 3,775,888	$ (159,229)	$ 9,199,177

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidating Statement of Operations and Changes in Net Assets – Schedule 2

For the Year Ended June 30, 2019

	MSHC	MSCDC	ELIMINATIONS	TOTAL
Changes in net assets without donor restrictions				
Revenue, gains and other support				
Patient service revenue (net of contractual allowances and discounts)	$ 6,721,349	$ -	$ -	$ 6,721,349
Provision for uncollectible accounts	241,053	-	-	241,053
Net patient service revenue	6,480,296	-	-	6,480,296
Contracts and grants	2,464,156	-	-	2,464,156
Contributions	13,987	-	-	13,987
Other operating revenue	1,913,520	310,149	(389,060)	1,834,609
Net assets released from restrictions	-	-	-	-
Total revenue, gains and other support	10,871,959	310,149	(389,060)	10,793,048
Expenses				
Salaries and wages	6,115,133	-	-	6,115,133
Employee benefits	1,378,376	-	-	1,378,376
Insurance	33,090	-	-	33,090
Professional fees	901,493	119,202	(80,849)	939,846
Supplies and expenses	1,779,867	768	(308,211)	1,472,424
Depreciation and amortization	187,743	118,640	-	306,383
Interest expense	83,642	119,766	-	203,408
Total expenses	10,479,344	358,376	(389,060)	10,448,660
Change in net assets without donor restrictions	392,615	(48,227)	-	344,388
Net assets, beginning of year	2,038,564	1,505,258	-	3,543,822
Net assets, end of year	$ 2,431,179	$ 1,457,031	$ -	$ 3,888,210

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidating Statement of Financial Position – Schedule 3

As of June 30, 2018

	MSHC	MSCDC	ELIMINATION	TOTAL
Assets				
Current assets				
Cash and cash equivalents	$ 946,166	$ 507,377	$ -	$ 1,453,543
Restricted cash	53,419	-	-	53,419
Patient accounts receivable, net	683,199	-	-	683,199
Estimated third-party settlements	98,348	-	-	98,348
Contracts and grants receivable	291,932	-	-	291,932
Prepaid expenses and other receivables	375,333	-	(17,800)	357,533
Total current assets	2,448,397	507,377	(17,800)	2,937,974
Long-term assets				
Property and equipment, net	2,619,014	3,403,454	-	6,022,468
Deposits and other assets	121,376	-	(121,376)	-
Total long-term assets	2,740,390	3,403,454	(121,376)	6,022,468
Total assets	$ 5,188,787	$ 3,910,831	$ (139,176)	$ 8,960,442
Liabilities and net assets				
Current liabilities				
Accounts payable	$ 122,653	$ 17,800	$ (17,800)	$ 122,653
Accrued expenses and other current liabilities	55,306	16,156	-	71,462
Accrued payroll and related expenses	350,636	-	-	350,636
Accrued earned time	354,444	-	-	354,444
Current portion of long-term debt	51,817	108,525	-	160,342
Current portion of capital lease obligations	7,460	-	-	7,460
Total current liabilities	942,316	142,481	(17,800)	1,066,997
Long-term liabilities				
Lease deposits	-	121,376	(121,376)	-
Long-term debt, less current portion	2,207,116	2,141,716	-	4,348,832
Capital lease obligations, less current portion	791	-	-	791
Total long-term liabilities	2,207,907	2,263,092	(121,376)	4,349,623
Total liabilities	3,150,223	2,405,573	(139,176)	5,416,620
Net assets without donor restrictions	2,038,564	1,505,258	-	3,543,822
Total liabilities and net assets	$ 5,188,787	$ 3,910,831	$ (139,176)	$ 8,960,442

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidating Statement of Operations and Changes in Net Assets – Schedule 2

For the Year Ended June 30, 2018

	MSHC	MSCDC	ELIMINATIONS	TOTAL
Changes in net assets without donor restrictions				
Revenue, gains and other support				
Patient service revenue (net of contractual allowances and discounts)	$ 7,064,450	$ -	$ -	$ 7,064,450
Provision for uncollectible accounts	280,637	-	-	280,637
Net patient service revenue	6,783,813	-	-	6,783,813
Contracts and grants	2,260,034	-	-	2,260,034
Contributions	13,903	-	-	13,903
Other operating revenue	1,308,265	308,753	(308,211)	1,308,807
Net assets released from restrictions	11,958	-	-	11,958
Total revenue, gains and other support	10,377,973	308,753	(308,211)	10,378,515
Expenses				
Salaries and wages	6,490,478	-	-	6,490,478
Employee benefits	1,469,123	-	-	1,469,123
Insurance	137,116	-	-	137,116
Professional fees	554,526	8,530	-	563,056
Supplies and expenses	1,645,044	11,937	(308,211)	1,348,770
Depreciation and amortization	178,653	118,640	-	297,293
Interest expense	77,275	126,140	-	203,415
Total expenses	10,552,215	265,247	(308,211)	10,509,251
Change in net assets without donor restrictions	(174,242)	43,506	-	(130,736)
Changes in net assets with donor restrictions				
Net assets released from restrictions	(11,958)	-	-	(11,958)
Change in net assets with donor restrictions	(11,958)	-	-	(11,958)
Change in net assets	(186,200)	43,506	-	(142,694)
Net assets, beginning of year	2,224,764	1,461,752	-	3,686,516
Net assets, end of year	$ 2,038,564	$ 1,505,258	$ -	$ 3,543,822

MID-STATE HEALTH CENTER

Where your care comes together.

— BOARD OF DIRECTORS CONTACT LIST —

BOARD OFFICERS (4)

Timothy Naro, President
Term Exp: 6/30/20

Peter Laufenberg, Vice President
Term Exp: 6/30/20

Audrey Goudie, Secretary
Term Exp: 6/30/22

Todd Bickford, Treasurer
Term Exp: 6/30/20

BOARD MEMBERS, ACTIVE (9)

Carol Bears, Director
Term Exp: 6/30/21

Sunshine Fisk, Director
Term Exp: 6/30/21

Joseph Monti, Director
Term Exp: 6/30/22

Nicholas Coates, Director
Term Exp: 6/30/21

Lee Freeman, Director
Term Exp: 6/30/22

Carina Park, Director
Term Exp: 6/30/22

Isaac Davis, Director
Term Exp: 6/30/22

Mike Long, Director
Term Exp: 6/30/22

Cynthia Standing, Director
Term Exp: 6/30/21

BOARD MEMBERS, HONORARY (2)

Ann Blair, Director
Term Exp: 6/30/21

James Dalley, Director
Term Exp: 6/30/19

Updated 02/28/2020

New Hampshire Department of Health and Human Services
Staff List Form
Division of Public Health Services

COMPLETE ONE STAFF LIST FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Mid-State Health Center

Name of RFP: Primary Care

Budget Period: April 1, 2020 - June 30, 2020

A	B	C	D	E	F	G	H
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week	Proj. Amnt Funded by This Contract for Budget Period	Proj. Amount from Other Sources for Budget Period	Total Salaries All Sources	Site*
Pharmacy	Kamtakosol, Busaba	$16.00	40.00	$1,248.00	$7,072.00	$8,320.00	Plymouth
LCSW	McKellar, Joseph W	$38.33	40.00	$2,989.74	$16,941.86	$19,931.60	Both
LCSW	Spencer, Kim	$42.96	40.00	$3,350.88	$18,988.32	$22,339.20	Both
Clerical	Shea, Margot	$15.84	40.00	$1,235.52	$7,001.28	$8,236.80	Plymouth
Business	Lembo, Stacey L	$23.28	40.00	$1,815.84	$10,289.76	$12,105.60	Plymouth
RN	Perry, Beth P.	$33.45	40.00	$2,609.10	$14,784.90	$17,394.00	Plymouth
Quality Steward	Donnolly, Shannon	$25.00	40.00	$780.00	$12,220.00	$13,000.00	Plymouth
Clinical	Lehmen, Maureen	$22.61	40.00	$705.43	$11,051.77	$11,757.20	Plymouth
Patient Account Rep	Begaile, Amy	$18.67	40.00	$960.03	$8,748.37	$9,708.40	Bristol
Family Medicine	Berry DO, Andrea	$97.80	40.00	$3,051.36	$47,804.64	$50,856.00	Both
Family Medicine	Diederich MD, Gary	$100.29	30.00	$2,346.79	$36,766.31	$39,113.10	Bristol
Family Medicine	Arsenault MD, Diane	$81.55	30.00	$1,908.27	$29,896.23	$31,804.50	Plymouth
Family Medicine	Rosen MD, Alan	$103.09	40.00	$3,216.41	$50,390.39	$53,606.80	Plymouth
APRN	Shaffer APRN, Casey	$44.81	40.00	$1,398.07	$21,903.13	$23,301.20	Both
APRN	Lurie APRN, Carol	$44.81	30.00	$1,048.55	$16,427.35	$17,475.90	Plymouth
Total Salaries by Source				$28,664.00	$310,286.30	$338,950.30	

*Please list which site(s) each staff member works at, if bidder has multiple sites. Not applicable to WIC.

CURRICULUM VITAE

Diane L. Arsenault, MD, FAAFP, HMDC

Office Address: Mid-State Health Center
101 Boulder Point Drive
Suite 1
Plymouth, NH 03264
Phone: (603) 536-4000
Fax: (603) 536-4001
E-mail: darsenault@midstatehealth.org

Licensure: New Hampshire # 8250; initial 1990, expiration date 6/30/19

Certifications:
Board certification – American Board of Family Medicine
Date of certification: 1983–1989
Dates of recertification: 1989-1995, 1995-2002, 2002-2008, 2008-2018, 2018-2028
Certification of Added Qualification in Hospice and Palliative Medicine: 2012- 2022
Certification – Hospice Medical Director Certification Board 2014-2020

Education: Dartmouth College, - A.B. cum laude Biology 1973-1977
Dartmouth Medical School – MD 1977 1980
Residency: St. Joseph's Hospital Family Practice Residency
Syracuse, NY 1980 - 1983
Chief resident: 1982-1983

Professional Experience: Mid-State Health Center, Plymouth, NH 1996 – present
Pemi-Baker Community Health and Hospice Plymouth, NH
Hospice Medical Director 1998 – present
Mad River Health Center, Campton, NH 1990 – 1996

Oak Orchard Community Health Center, Albion, NY 1983-1996

Speare Memorial Hospital, Plymouth, NH
- Active staff 1990 - present
- Medical Staff President 1996 – 1998, 2007 – 2011
- Medical Staff Vice-President 1994 -1996, 2005 - 2007
- Medical Staff Secretary/Treasurer 2003 – 2005

Professional Societies
- American Academy of Family Practice - Fellow
- American Geriatrics Society
- American Medical Association
- New Hampshire Medical Society
  - Governing Council member 2015- present
- American Academy of Hospice and Palliative Medicine
- New Hampshire Hospice and Palliative Care Organization

Public Service
- New Hampshire Board of Medicine Medical Review Subcommittee 2005 – 2008
- Plymouth Congregation United Church of Christ
  - Ukama partnership 2005 – present
  - Finance Committee 2012 – 2018
  - Human Relations Committee 2018 - present

Teaching
- Geisel School of Medicine at Dartmouth
  - Clinical Assistant Professor 1995 – present
    - Community preceptor in third to fourth year medical student primary care rotation
    - Community Preceptor in first to second year Medical student "On Doctoring" course

Amy S. Knight

Educational Experience

United States Aero Medical School, US Air Force, San Antonio TX — 1999
Certificate in Public Health
Highlights: public health issues (such as TB), biochemistry, local organism risk assessments; biochemical warfare training

Hesser College, Portsmouth, NH — 1998
Health and Human Services Program Courses
Focus: Psychology and Sociology

Public Health & Human Services Experience

Assistant Program Manager, New England Emergency Response, Dover, NH — 1998-2001
- Managed installation training for personal emergency response systems for senior citizens and physically challenged individuals
- Troubleshooting equipment failures
- Data entry, billing, public relations

Technician, Walgreen's Pharmacy, Rochester, NH — 1996-1998
- Assisted in prescription preparation
- Client services -- register, stock, photo lab, maintained balanced cash drawer

Public Health Technician, Air National Guard, Portsmouth, NH — 1998-2002
- Performed public facility inspections
- Briefed personnel pre- and post-deployments on overseas diseases, biological hazards, and local zoological risks
- Managed reproductive health program such as risk assessment for on-base chemical exposure during pregnancy
- Assisted in TB and other testing pre- and post-deployment
- Assisted in testing of audiological equipment for safety of military personnel

Animal Care Experience

Assistant Groomer, Petco, Portsmouth, NH — 2002-2003
- Cared for small domestic animals (dogs and cats, 2-140 lbs)
- Bathed, brushed, attended to ears, nails, eyes, and other health issues
- Interacted with public concerning relevant animal care questions and concerns
- Maintained cages' conditions, care of sick animals (birds, ferrets, other rodents)

Stall Hand, Riddle Family Farm, Wakefield, NH — 1994
- Cared for, cleaned horse stalls
- Cleaned hooves and assisted in gelding

Customer Service Experience

Receptionist, Atlas Title, LLC, Dover, NH — 2003
- Prepared title commitments for clients
- Entered and maintained data for new clients
- Answered 4-line telephone; facilitated office communications

Assistant Manager, Lechter's, Newington, NH — 2002
- Managed customer service needs
- Performed closing and opening of store
- Maintained balanced cash drawer, nightly deposits, and store appearance

Wal-Mart Stores, Inc: Merchandising **2004**

Overnight Stock Associate

- Stocked shelves
- Built merchandise displays
- Removed trash and debris

Wal-Mart Stores, Inc: Human Resources and Customer Service Departments **2005-2006**

Customer Service Manager

- Built personnel scheduling blocks according to regulations and company practices
- Ordered change (currency) for operating cash register stations
- Defused customer complaints and resolved issues with Wal-Mart clientele

Department Manager (Pets)

- Stocked shelves with relevant merchandise for pet care
- Ensured accurate pricing through sales, and managed SWAS reports
- Ordered merchandise to maintain supply in a fast-moving department

Training Coordinator

- Managed the schedules, and time adjustments, to employees
- Made confidential reference calls, and set up interviews with prospective employees
- Led orientation sessions for new employees
- Answered all questions that sales associates brought to our office

Wal-Mart Stores, Inc: Pharmacy **2007-Present**

Pharmacy Technician

- Entering and maintaining data for online and computerized drug supply and insurance needs
- Filled orders for prescription drugs
- Received and stocked inventory

- Ensured proper identification and labeling of products
- Called doctors' offices when necessary for trouble-shooting, insurance company issues, or clarification.
- Performed problem-solving for other technicians and pharmacy associates (including crisis management)
- Managed the schedules, and time adjustments, for employees at my pharmacy, and for other pharmacies in the Wal-Mart family.
- Traveled to other Wal-Mart pharmacies in the state of NH to train new employees, clarify data management issues, and be a problem-solver.

Andrea M. Berry, D.O.

QUALIFICATIONS SUMMARY

- Professional, dedicated, self-motivated family practitioner with experience in a busy rural family practice office
- Understanding of medical issues affecting individuals and family dynamic
- Understanding and implementation of Hospice concept
- Substance Use Disorder treatment provider

PROFESSIONAL EXPERIENCE

Mid-State Health Center, Plymouth, Bristol, NH, 8/2012-present
Family Physician, Substance Use Disorder (Medication Assisted Treatment) provider
Lead clinician of Bristol office

Newfound Area Nursing Association, Bristol, NH, 3/2013-present
Hospice Medical Director

Newfound Area Nursing Association, Bristol, NH, 5/2014-present
Medical Director

University of New England College of Osteopathic Medicine, 8/2015-present
Preceptor for third and fourth year medical students for Community Health rotation

EDUCATION

University of New England College of Osteopathic Medicine, Biddeford, ME
Doctor of Osteopathic Medicine, 2009
W. Hadley Hoyt Award Recipient, 2009

Seton Hall University, South Orange, NJ
Bachelor of Science, 2003
Cum laude
Masters of Science, 2005
Summa cum laude

POSTGRADUATE TRAINING

PCOM/Heart of Lancaster Regional Medical Center, Lititz, PA
Family Medicine Resident, 6/2009 – 6/2012
Surgery and Pediatrics Department Awards, 2010
Chief Family Medicine Resident, 2011 – 2012

LICENSURE AND CERTIFICATION

NH Board of Medicine, 2011-present
BLS Certification, 2009 - present
ACLS Certification, 2009 – 2012
Buprenorphine prescriber certification/DATA2000 Waiver, 2014 - present

PROFESSIONAL MEMBERSHIPS

American College of Osteopathic Family Physicians, 2009 - present
American Academy of Family Physicians, 2011 - present
American Osteopathic Association, 2005 – present

REFERENCES

Available upon request

Gary D. Diederich, M.D.

Office: Mid-State Health Center
100 Robie Road
Bristol, NH 03222
Main (603) 744-6200

EDUCATION:

1971 – 1975	BA .History, Holy Cross College, Worcester, MA
1975 – 1979	M.D. .The Pennsylvania State University, Hershey, PA

POSTGRADUATE TRAINING:

1979 – 1980	INTERNSHIP .FAMILY PRACTICE Akron City Hospital, Akron, OH
1980 – 1982	RESIDENCY .FAMILY PRACTICE Akron City Hospital, Akron, OH

PRACTICE EXPERIENCE:

1980 – 1982	EMERGENCY ROOM PHYSICIAN (Part-time) Alliance City Hospital, Alliance, OH
1980 – 1982	COURTESY STAFF (House Physician Coverage) Robinson Memorial Hospital, Ravenna, OH
3/90 – 2/92	COURTESY STAFF with privileges in Family Practice Speare Memorial Hospital, Plymouth, NH
8/84 – 8/88	VISITING STAFF with privileges in Family Practice Lakes Region General Hospital, Laconia, NH
8/88 – 1993	ACTIVE STAFF with privileges in Family Practice Lakes Region General Hospital, Laconia, NH
1993 – 3/96	VISITING STAFF with privileges in Family Practice Lakes Region General Hospital, Laconia, NH
6/82 – present	ACTIVE STAFF with privileges in Family Practice Franklin Regional Hospital, Franklin, NH

BOARD CERTIFICATION:

1982 – 1988	AMERICAN BOARD OF FAMILY PRACTICE
1988 .1994, 1994 .2001	Recertification

PROFESSIONAL LICENSE:

4/1/82	NEW HAMPSHIRE LICENSE #6515

PROFESSIONAL ORGANIZATIONS:

1979 – present	MEMBER, American Academy of Family Physicians
1981 – present	MEMBER, American Medical Association
1983 – present	MEMBER, New Hampshire Medical Association
1983 – present	MEMBER, Merrimack County Medical Society
	MEMBER, BOARD OF DIRECTORS - Blue Cross/Blue Shield of New Hampshire, Manchester, NH (term ended 3/94)
	MEMBER, Professional Advisory Committee, Blue Choice, Manchester NH (present)
	MEMBER, QA Committee, Cigna Healthsource, Concord, NH (present)

FACULTY APPOINTMENT:

1992 – present	Adjunct Assistant Professor of Community and Family Medicine, Dartmouth Medical School, Hanover, NH

HONORS:

1982	Outstanding Senior Resident Family Practice Center - Paramedical Staff Award

PUBLICATIONS:

03/82	Contributing Author "Complicated Obstetrics" Monograph (published by the *American Academy of Family* Physicians)

HOSPITAL COMMITTEES
AND OFFICES at Franklin Regional Hospital

1990 – 1992	PRESIDENT/Chief of Staff
1990 – 1992	CHAIRMAN, Executive Committee DURING Affiliation with Franklin Regional Hospital, have served various committee roles
CURRENT	CHAIRMAN nominating committee
CURRENT	MEMBER, OB committee

PERSONAL DATA:

Born in Pittsburgh, PA .March 28, 1953.
Married to Brenda; children .Kari (19) and Kelsey (17)

REFERENCES:

Personal and professional references provided upon request

Shannon L. Donnelly, MBA

Objective

To obtain a position that enables me to utilize the skills and knowledge that I have achieved and also allows me to grow in the healthcare management career field.

Education

2012-2016 Manchester, NH
MBA Healthcare Administration-In process

1997-1999 Suffolk University Boston, MA
B.S. Developmental Psychology
- Dean's List

1995-1997 Colby-Sawyer College New London, NH
Major: Psychology
Transferred to Suffolk University

Work experience

August 2017-present LRGHealthcare Laconia, NH
Practice Manager
- Manage a busy family practice office
- Process payroll and budget
- Patient satisfaction and resolution
- Hire and fire employees

Jan 2010-present Caring for Women Laconia, NH
Medical Assistant
- Manage provider schedules and out-patient care
- Train new employees
- Inventory and supply ordering for three sites

Dec 2007-Jan 2010 Concord Hospital-FHC Concord, NH
Medical Assistant II
- Managed provider schedules, out-patient care
- Co-leader of QI group for patient-centered care
- Trained new employees

May 2002-Dec 2007 Harvard Vanguard Medical Wellesley, MA
Clinical Assistant
- Provided clerical and clinical assistance to providers and patients
- Trained new employees
- Winner of Diamond Award of Excellence

References Available upon request

Busaba Karntakosol

Lead Medical Receptionist, Speare Primary Care, Plymouth Orthopedics

Authorized to work in the US for any employer

Work Experience

Lead Medical Receptionist, Speare Primary Care, Plymouth Orthopedics

Speare Memorial Hospital - Plymouth, NH
2015 to 2018

White Mountain Eye Care

- Provide exceptional customer service to Patients, Family Members & Care Takers
- Fielding incoming calls and directing calls to appropriate departments
- Utilize Nextgen Software, Meditech Software
- Implementation & utilization of Cerner Software
- Collections & processing of co-pays & patient balances
- Maintaining doctors' calendars
- Processing of patient referrals
- Surgical Scheduling
- Medical Abstracting
- Responsible for training of new employees
- Verifying & Collection of necessary insurance information to ensure accurate billing
- Assist with daily deposits
- Maintaining inventory supplies
- Opening & Closing of office

Assistant Manager

Marshall's Department Store - Plymouth, NH
2005 to 2015

03264

- Ensured customer satisfaction through employee training
- Encouraged positive attitudes to create outstanding customer experiences
- Management of 40 plus employees
- Ensure proper daily staffing
- Responsible for hiring of team members
- Processing of performance reviews
- Responsible for daily opening & closing procedures of store
- Daily Banking
- Processing of employee payroll

Assistant Store Manager

Kohls Department Store - Tilton, NH
2003 to 2005

03276

- Ensured customer satisfaction through employee training
- Management of 80 plus employees
- Ensured positive customer experiences
- Responsible for hiring of team members
- Processing of performance reviews
- Managed store payroll projections, productivity and controllable expenses in relation to sales trends
- Supervised credit solicitations to ensure store achieved its' goals
- Assisted with loss prevention in conjunction with local police
- Responsible for inventory control

Education

Bachelor Degree in Business
Bangkok Thonburi College
1993

Plymouth Regional High School
1991

Skills

Primary Care, Urgent Care, Internal Medicine

Maureen P Lehman

Objective: To further my professional career by obtaining a challenging leadership position with opportunity to apply my creative problem solving skills to foster a positive, team based culture.

Summary of Qualifications: Experience working at FQHC nonprofit health care setting for 9 years providing direct care to patients. Dependable, honest with excellent customer services skills. Previous management experience with over 50 employees in fast paced restaurant.

Education:

Hesser College Sept 2008 -Feb 2010
Medical Assistant Associates Degree (Phi Thetta Kappa, honor society)
Coursework includes:

- Law and Ethics
- MS word
- Medical terminology
- Laboratory procedures
- Anatomy and physiology

Professional Experience:

Mid State Health Center June 2010 – present

- Subjective intakes and vital signs when rooming patients.
- Extensive phlebotomy and laboratory processing
- Ordering supplies
- Schedule appointments
- Chart and document activities
- QI committee
- Training in lab and new hires when on the floor with provider

Reference Furnished upon request

Stacey Lembo

Objective

To obtain a career that will allow me to successfully integrate my skills and professional experience in position that will allow me to advance in my profession.

Education

A.S. Computer Science, Massachusetts Bay Community College, 1980
DataPoint, 1983
EASEL, 1990

Experience

2001-Present | Speare Memorial Hospital | Plymouth, NH

Patient Financial Counselor

- Assisting patients experiencing financial hardships with several options
- Evaluate patients to see if they meet the requirements for our Community Care Program, NH Health Access Program or any State and Federal programs
- Help Prenatal, post-delivery and new applicants with their applications for NH Medicaid using the NH Easy program
- Handle in house billing questions, problems and complaints

1993-1997 | EDS | Concord, NH

Provider Representative

- Worked in the EDS Title Nineteen account focused in the Provider Relations Department
- Created and Designed an on-line tracking system utilizing Excel
- Became well versed in NH Medicaid billing procedures and facilitated training via workshops in order to properly educated providers

1988-1993 | Blue Cross Blue Shield/ EDS | Boston, MA

Programmer Analyst

- Provided assistance and support to in-house personal and outside providers
- Designed, programed and tested a data entry system in Easel, a system that allowed for input of medical claims and payments from groups and subscribers

1982-1988 | Compugraphic | Wilmington, MA

Computer Programer

- Analyzed, designed, coded, tested debugging, implemented and documented both online and batch development program for the sales and marketing application
- Functions as a programmer in a production environment

CAROL G. LURIE

Work History

Nurse Practitioner-per diem, 02/2013 to Current
Speare Primary Care – Plymouth, NH

- Delivered primary care services in a Family Practice setting
- Assessed patients' needs, created a treatment plan and ordered appropriate diagnostic testing when indicated.
- Provided counseling in health maintenance and disease management.

Nurse Practitioner, 09/1999 to Current
Dartmouth-Hitchcock/Plymouth Pediatric and Adolescent Medicine – Plymouth, NH

- Contracted to deliver health care services at Plymouth State University.
- Assessed and treated the medical and mental health needs of the student population.
- Provided travel clearances and assessment of travel needs for the Study Abroad Office.
- Collaborated with Athletic department to provide sports clearances.
- Clinical preceptor for Athletic Training students and Nurse Practitioner students.

Nurse Practitioner, 08/1996 to 07/1999
FRH Internal Medicine – Franklin, NH

- Provided primary care services to patients in an out-patient setting.

Nurse Practitioner, 06/1994 to 07/1996
Healthy Generations – Franklin, NH

- Provided primary care services to patients in an independent Nurse Practitioner practice.

Nurse Practitioner, 07/1987 to 05/1994
Dartmouth-Hitchcock Clinic – Hanover, NH and Plymouth, NH

- Provided primary care services in the department of General Internal Medicine.
- Delivered primary care services to students at Plymouth State College.

Nurse Practitioner, 06/1982 to 07/1987
Southeastern Health Services/Prucare – Atlanta, GA

- Provided primary care services to Internal Medicine patients in a closed panel HMO.
- Supervised nursing and support staff in facility's Internal Medicine Department.

Nurse Practitioner, 06/1980 to 06/1982
Grady Memorial Hospital – Atlanta, GA

- Managed a case load of patients in the Diabetes Clinic.
- Coordinated the medical evaluation and management of patients in the In-Patient Psychiatric Units.

Education

MSN: Family Nurse Practitioner, 1980
University of Pennsylvania - Philadelphia, PA

BS in Nursing: Nursing, 1976
Adelphi University - Garden City, NY

- Graduated Cum Laude.

Licensure and Certification

- APRN-Family Nurse Practitioner. New Hampshire 031009-23.
- Registered Nurse. New Hampshire 031009-21.
- ANCC Family Nurse Practitioner Certification 0021366-22.

Joseph Webb McKellar, LICSW, LLC

EDUCATION

University of New England, Biddeford, Maine, Masters of Social Work, May 1997
Washington & Jefferson College, Pennsylvania, Bachelor of Arts: Psychology and English May 1987
Plymouth Area High School, Plymouth, New Hampshire, June 1981

LICENSENTURE AND CERTIFICATIONS

State of New Hampshire Licensed Independent Clinical Social Worker
Certified Level I & II EMDR Practitioner

PROFESSIONAL/WORK EXPERIENCE

2013-Present **Private Practice: Joe Webb McKellar, LICSW, LLC**
50 Pleasant St. Concord, NH 03301

- Counseling families, couples, individuals, teens and children
- Work with variety of complex cases and utilize multiple approaches depending upon the needs of the client

2009-2013 **Team Leader & Case Worker** at Casey Family Services, Concord, NH

- Managed & supervised 4-6 social workers and 3 support staff in satellite office, Littleton, NH and after school program in Franklin, NH.
- Member of management team of 6 for 50+ employees with focus on staff training, development, state and federal compliance and achievement of agency's mission of services for children and families

1997-2009 **Clinical Director, Child and Family Therapist** at New England Salem Children's Trust & the Hunter School, Rumney, NH

- Supervised and managed clinical therapy department of two therapists
- Clinical supervision with direct care staff
- Coordinated adolescent psychotropic medication plans with prescribing Psychiatrist
- Managed approximately 15 cases
- Conducted individual and family therapy sessions
- Facilitated adolescent therapeutic groups
- Client assessment, mental health evaluation and diagnosis
- Development of individual treatment plans
- Court advocacy

1996-1997 **Clinical Social Work Intern** at Riverbend Community Mental Health, Concord, NH:

- Assisted with adolescents and families in the community mental health system
- Developed social skills groups for adolescents

1995-1996 **Medical Social Work Intern** at Community Home Health and Hospice, Laconia, NH:

- Worked with patients and families receiving home health care and hospice care
- Worked with local hospitals to coordinate client's discharge and future plans

1993-1997 **Clinical Family Outreach Worker & Crisis Intervention Counselor** at The Wreath School of Plymouth, NH:

- Case management of adolescent sexual offenders
- Educated and helped families of adolescent sexual offenders support treatment
- Crisis intervention and management

1992-1993 **Alternative Program Co-Teacher** at Holderness Central School, Holderness, NH

- Development and implementation of school behavior management systems

1990-1992 **Chief Instructor** at Homeward Bound Youth Forestry Camp, Brewster, MA

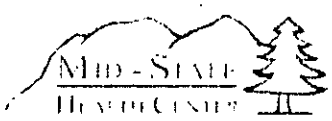
- Led therapeutic outdoor adventure trips for adjudicated youth

1988-1990 **Residential Teacher** at Spaulding Youth Center. Tilton, NH

- Direct care staff for abused and neglected children in residential placement

INTRESTS

Whitewater kayaking, skiing, Martial Arts, biking, dog training and raising poultry



APPLICATION FOR EMPLOYMENT

An Equal Opportunity Employer

All applicants are considered without regard to race, color, gender, religion, national origin, age, marital or veteran status, mental or physical disability unrelated to job performance or any other legally protected status.

POSITION APPLYING FOR: Registered Nurse **DATE:** 12/3/11

PERSONAL INFORMATION

Beth Perry P.

Legal name: First Last Middle Initial

Are you legally eligible for employment in the United States? ☒ Yes ☐ No

United States Visa status, if applicable: _____

Have you been convicted of a felony? ☐ Yes ☒ No

If yes, please explain circumstances: _____

_____

Are you at least 18 years old? ☒ Yes ☐ No

POSITION INFORMATION

Position(s) applying for: RN Plymouth or Bristol Salary desired: $_____

Employment status desired: ☒ Full Time ☐ Part Time ☐ Temporary

What hours are you available to work? 8-5:30 m→F

If hired, when could you start? NOW

How did you hear about this job? Online

EMPLOYMENT HISTORY *(Most recent first)*

1. **Job Title:** RN	**Duties:** Phone triage managed nurse visits involving various
Employer: Dartmouth Hitchcock Concord	
Dates of Employment (month / year) From: 7/11 7/11/11 To: 10/11 10/21/11	
☒ Full Time ☐ Part Time ☐ Temp	
Employer's Address: Concord, NH	
Supervisor:	May we contact? ☐ Yes ☒ No Phone:
Reason for Leaving: Prefer to verbalize with you	
2. **Job Title:** RN	**Duties:** See Resume
Employer: Franklin Hospital	
Dates of Employment (month / year) From: 7/99 To: 5/11	
☐ Full Time ☐ Part Time ☐ Temp	
Employer's Address: 11H Aiken Ave Franklin NH	
Supervisor: Kathy Brooks	May we contact? ☒ Yes ☐ No Phone:
Reason for Leaving: I worked the night shift for 12 years and wanted to work day shift	
3. **Job Title:** Shift Leader	**Duties:** Cashier ordered stock
Employer: Hannaford	
Dates of Employment (month / year) From: 1992 To: 1998	
Starting Salary:	Ending Salary: ☐ Full Time ☒ Part Time ☐ Temp
Employer's Address: Franklin NH	
Supervisor: Vicki ?	May we contact? ☒ Yes ☐ No Phone:
Reason for Leaving: Nursing School	
4. **Job Title:**	**Duties:**
Employer:	
Dates of Employment (month / year) From: To:	
Starting Salary:	Ending Salary: ☐ Full Time ☐ Part Time ☐ Temp
Employer's Address:	
Supervisor:	May we contact? ☐ Yes ☐ No Phone:
Reason for Leaving:	

EDUCATION

Type of school	Name and Location	Dates Attended	Degree Received	Subjects Studied	Did you graduate?
High School	Winnisquam Regional Tilton NH	89-92	Diploma		YES
College / University	Plymouth University Plymouth NH	94		Gen ed.	NO
Graduate School					
Tech School	NHTI Concord, NH	96-99	Associates	Nursing	YES
Other					

Special courses, training or experience acquired, including military experience: _____

SKILLS

Clerical / Office skills		
Computer skills	Name of software:	☐ PC ☐ Mac ☐ WPM
Languages		
Other special knowledge or skills		

Please describe any other experience, abilities or skills that might be helpful in considering your application: _____

CERTIFICATION & AUTHORIZATION

I hereby certify that all statements made in this application are true and correct to the best of my knowledge and belief. I understand that any misrepresentations or omissions of facts in this application are grounds for disqualification from further consideration or for dismissal from employment.

I authorize the company to inquire into my educational, professional and past employment history references as needed to research my qualifications for this position.

If employed, I agree to conform to the rules, regulations and policies of the company. I understand that I will be an employee "at will" and either the company or I may terminate my employment relationship at any time for any reason not in violation of law.

I hereby acknowledge that I have read and fully understand the forgoing and seek employment under these conditions.

Signature of Applicant _____ Date 12/13/11

Submit by Email | Print Form

ALAN EDMOND ROSEN, M.D.

CURRENT EMPLOYMENT

Family Physician
Mid-State Health Center **07/1997 - Present**
101 Boulder Point Drive, Suite 1
Plymouth, NH 03264
(603) 536-4000

AFFILIATION

Affiliate Associate Professor
Adventure Education Program, Department of Health and Human Services
Plymouth State University
Plymouth, NH 03264

CONSULTING PHYSICIAN

Plymouth State University Outdoor Center
Plymouth, NH 03264

RESIDENCY

Albany Medical College Family Practice Residency
Albany, NY **07/1994 – 07/1996**

MEDICAL

Doctor of Medicine
Albany Medical College **08/1990 – 05/1994**
Albany, NY

BOARD CERTIFICATION

Diplomate, American Board of Family Medicine **1997, 2003, 2010**
Board Certified/Recertified

PREVIOUS EMPLOYMENT

Research Engineer
IIT Research Institute **03/1978 – 07/1990**
Annapolis, MD

UNDERGRADUATE COLLEGE

Bachelor of Science, Electrical Engineering
Rutgers University **09/1973 – 05/1977**
New Brunswick, NJ

PUBLICATIONS

["Effect of a Face Mask on Respiratory Water Loss During Sleep in Cold Conditions"]
[Wilderness and Environmental Medicine, 6, 189-195] **1995**

["A Simplified Model for Obtaining the Taylor-Fourier Series Coefficients of a Single Diode Mixer"]
[IEEE International Symposium on EMC, Boulder, Colorado] **1981**

["Nonlinear Communications Receiver Model"]
[IEEE International Symposium n EMC, Baltimore, Maryland] **1980**

LANGUAGES

English

OTHER EXPERIENCE

EMT-basic: Maryland **1983**

Wilderness EMT: Wilderness Medical Associates **1986**

Member, Appalachian Search and Rescue Conference **1984 – 1990**

Instructor, Appalachian Mountain Club Winter Mountaineering School **1985 - 1989**

INTERESTS

Telemark Skiing
Mountaineering
Hiking
Mountain Biking

CURRICULUM VITAE

CASEY ANN SHAFFER, RN BSN MSN

About Me:

Health care has been a continuous passion in my life. I am an advocate of continuous learning and have based my career around that. I was drawn to becoming a nurse practitioner to expand my knowledge base. I am dedicated, self-motivated, driven, compassionate, and empathetic, striving to provide the best possible care to my patients.

Certifications:

Registered Nurse	2011 - Present
-Current NH License #070749-21	
Advanced Cardiac Life Support	2012 – Present
Basic Life Support	2007 – Present
Pediatric Advanced Life Support	2016 – Present

Education:

Walden University
College of Health Sciences
Master of Science in Nursing – Family Nurse Practitioner
Degree Awarded: February 10th, 2019
GPA at completion: 3.90

Missouri Western State University
School of Nursing
Bachelor of Science in Nursing
Graduation Date: May, 2011, Cum Laude

Clinical Experience:

Family Nurse Practitioner Student
Walden University
Completed 50 Hours of clinical experience in Primary Care with Shannon Schachtner FNP at Newport Health Center.
January 2nd- January 22nd, 2019

Family Nurse Practitioner Student
Walden University
Completed 94 hours of clinical experience in Urgent Care with Dr. Mitchell Young at Dartmouth Hitchcock Nashua.

November 29th-December 26th, 2018

Family Nurse Practitioner Student
Walden University
Completed 64 hours of clinical experience in Women's Health with Dr. Eileen Kirk at New London Hospital and Newport Health Center.
October 8th -29th, 2018

Family Nurse Practitioner Student
Walden University
Completed 90 hours of clinical experience in Women's Health with Teresa Bauernschmidt, WHNP and Kathryn DeWolf, CNM at Dartmouth Hitchcock Medical Center.
August 28th – October 5th, 2018

Family Nurse Practitioner Student
Walden University
Completed 144 hours of clinical experience in the pediatric population with Dr. Kelley White and Kelley Watkins, FNP at Mid-State Health Center.
May 30th – July 18th, 2018

Family Nurse Practitioner Student
Walden University
Completed 144 hours of clinical experience in adult primary care with Shannon Schachtner, FNP at Newport Health Center
February 27th – May 1st, 2018

Professional Positions:

Adjunct Clinical Faculty
Colby-Sawyer College January 2019 – Present
I am responsible for the clinical education of the Junior nursing students at Colby-Sawyer College.

Registered Nurse – Life Safety
Dartmouth Hitchcock Medical Center January 2017 – Present
This position is a shared position in which my time is split between Life Safety and the Surgical Trauma Intensive Care Unit. I respond to emergencies within the hospital grounds. This includes responding to inpatients, outpatients, visitors, and staff that are suffering from an acute medical event.

Registered Nurse – Surgical/Trauma ICU
Dartmouth Hitchcock Medical Center September 2014 – Present
This position is a shared position in which my time is split between Life Safety and the Surgical Trauma Intensive Care Unit. I provide care for critically ill patients using complex critical thinking to assist in the recovery and healing of all body systems.

Registered Nurse – Medical/Surgical Traveling Nurse
Cross Country TravCorps August 2013- August 2014
I was relief staffing for units in need across the country.

Registered Nurse – Transplant Medicine
University of Colorado Health August 2011 – August 2013
I cared for solid-organ transplant patients immediately before and after organ transplantation as well as those patients suffering from acute or chronic organ rejection.

Emergency Services Associate – Emergency Department
Mosaic Life Care Center 2008 – 2011
I was responsible for acquiring vital signs, performing phlebotomy and ECG's, applying splints, transporting patients, and assisting in minor procedures of patients in the Emergency Department.

Nursing Assistant – Step-Down
Mosaic Life Care Center 2007 – 2008
I assisted in activities of daily living for the step-down unit patients.

Honors and Awards:

Missouri Western State University:
Dean's List: Fall 2008, Fall 2009, Spring 2010, Fall 2010
President's Honor Roll: Spring 2009

Professional Memberships:

Golden Key International Honors Society 2018 – Present
Sigma Theta Tau Nursing Honors Society 2010 – 2012/2018 – Present
American Academy of Nurse Practitioners 2017 – Present

Margot Shea

Professional Summary

Medical Office Specialist experienced in primary care and specialty office settings, scheduling patient appointments, answering phone calls, check in and check out, maintaining patient account accuracy and payments. Also responsible for referrals, authorizing and scheduling diagnostic testing and provide good customer service.

Skill Highlights

Patient scheduling, phone interactions, understanding of medical office software, maintaining account accuracy, collecting and applying copays and payments, familiarity with insurances, obtaining authorizations and precertifications, sending referrals, customer service, team player with fellow staff members

Professional Experience

Medical Office Specialist September 2006 to June 2016 Beacon Internal Medicine — Portsmouth, NH

As a Medical Office Specialist I answered phones, checked patients in and out, verified insurances, took and applied copays and payments. I scheduled appointments for our office, and also for specialists and testing, obtaining necessary authorizations and precertifications. I monitored the appointment reminders. I answered patient questions and passed along messages. We went through much of the transition to electronic medical records and the computer changes that go along with that process.

Front office/Billing May 2003 to June 2005 Harbor Eyecare — Portsmouth, NH

I greeted patients, checked in and out, collected copays and payments. I scheduled appointments, answered phone calls, dispensed contact lenses, and did some of the insurance billing.

Front office Check In January 2003 to April 2003 Lamprey Healthcare — Newmarket, NH

Checked in patients, scheduled appointments in person and over the phone.

Front office/Medical Assisting September 2001 to August 2002 Dover Foot Specialty — Dover, NH

I answered the phone, scheduled appointments, check out. I also took Xrays, performed ultrasound therapy, prepared the rooms for patients, roomed patients, prepared equipment for procedures.

Front office August 1999 to September 2001 Eyesight Ophthalmic Services — Portsmouth, NH

My duties included check in, check out, appointment scheduling, filing, answering the phone when operator busy. Travel between the 4 offices to do the same function in each.

Education and Training

Bachelor of Arts: Anthropology, 1980 Bates College — Lewiston, ME

Kim Spencer

Authorized to work in the US for any employer

WORK EXPERIENCE

Psychotherapist

Psychotherapist at Bahder Behavioral Services - Gilford, NH - July 2016 to Present

Provides individual psychotherapy to adults age 18-100+

➢ Supporting clients with their addiction recovery, as Dr. Bahder is a prescriber of Suboxone

➢ Common diagnoses treated: anxiety disorders, mood disorders, addiction, adjustment disorders and more

Medical Social Worker

Lakes Region General Hospital - Laconia, NH - November 2008 to May 2016

Provided short-term crisis intervention, trauma intervention, emotional support, short-term counseling, and coping/ adaptation strategies, to patients and families dealing with illness, trauma, and anticipatory grief/ bereavement

➢ Collaborated with multidisciplinary healthcare team to identify, asses, and assist those with complex social and emotional needs

➢ Advocated for and supported women with high risk pregnancies, predominantly women prescribed Suboxone

➢ Supported post partum women and families, primarily assisting women prescribed Suboxone and their newborns with extended hospital admissions.

Child Therapist

Genesis Behavioral Health - Laconia, NH - July 2004 to November 2008

Provided individual and family therapy to children, primarily ages 3-8, and their families

➢ Provided on-going support and case management services to children and their families

➢ Collaborated with family and community members: biological family, formal and informal caregivers, police, school professionals, court appointed guardians and guardian ad litems, Early Head Start, etc.

EDUCATION

MSW

University of New Hampshire
August 2002 to May 2004

BSW

Plymouth States College
January 1992 to December 1995

SKILLS

Notary Public, Justice of the Peace

CERTIFICATIONS/LICENSES

LICSW
January 2019

New Hampshire Department of Health and Human Services
Staff List Form
Division of Public Health Services

COMPLETE ONE STAFF LIST FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Mid-State Health Center

Name of RFP: Primary Care

Budget Period: April 1, 2020 - June 30, 2020

A	B	C	D	E	F	G	H
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week	Proj. Amnt Funded by This Contract for Budget Period	Proj. Amount from Other Sources for Budget Period	Total Salaries All Sources	Site*
Pharmacy	Kamtakosol, Busaba	$16.00	40.00	$1,248.00	$7,072.00	$8,320.00	Plymouth
LCSW	McKellar, Joseph W	$38.33	40.00	$2,989.74	$16,941.86	$19,931.60	Both
LCSW	Spencer, Kim	$42.96	40.00	$3,350.88	$18,988.32	$22,339.20	Both
Clerical	Shea, Margot	$15.84	40.00	$1,235.52	$7,001.28	$8,236.80	Plymouth
Business	Lembo, Stacey L	$23.28	40.00	$1,815.84	$10,289.76	$12,105.60	Plymouth
RN	Perry, Beth P.	$33.45	40.00	$2,609.10	$14,784.90	$17,394.00	Plymouth
Quality Steward	Donnolly, Shannon	$25.00	40.00	$780.00	$12,220.00	$13,000.00	Plymouth
Clinical	Lehmen, Maureen	$22.61	40.00	$705.43	$11,051.77	$11,757.20	Plymouth
Patient Account Rep	Begalle, Amy	$18.67	40.00	$960.03	$8,748.37	$9,708.40	Bristol
Family Medicine	Berry DO, Andrea	$97.80	40.00	$3,051.36	$47,804.64	$50,856.00	Both
Family Medicine	Diederich MD, Gary	$100.29	30.00	$2,346.79	$36,766.31	$39,113.10	Bristol
Family Medicine	Arsenault MD, Diane	$81.55	30.00	$1,908.27	$29,896.23	$31,804.50	Plymouth
Family Medicine	Rosen MD, Alan	$103.09	40.00	$3,216.41	$50,390.39	$53,606.80	Plymouth
APRN	Shaffer APRN, Casey	$44.81	40.00	$1,398.07	$21,903.13	$23,301.20	Both
APRN	Lurie APRN, Carol	$44.81	30.00	$1,048.55	$16,427.35	$17,475.90	Plymouth
Total Salaries by Source				$28,664.00	$310,286.30	$338,950.30	

*Please list which site(s) each staff member works at, if bidder has multiple sites. Not applicable to WIC.

MLC
276

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

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

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

May 31, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into **retroactive** agreements with the fifteen (15) vendors, as listed in the tables below, for the provision of primary health care services that include preventive and episodic health care for acute and chronic health conditions for people of all ages, statewide; including pregnant women, children, adolescents, adults, the elderly and homeless individuals, effective **retroactive** to April 1, 2018 upon Governor and Executive Council approval through March 31, 2020. 26% Federal Funds and 74% General Funds.

Primary Care Services			
Vendor	**Vendor Number**	**Location**	**Amount**
Ammonoosuc Community Health Services, Inc.	177755-R001	25 Mount Eustis Road, Littleton, NH 03561	$373,662
Coos County Family Health Services, Inc.	155327-B001	133 Pleasant Street, Berlin, NH 03570	$213,277
Greater Seacoast Community Health	154703-B001	311 Route 108, Somersworth, NH 03878	$1,017,629
HealthFirst Family Care Center	158221-B001	841 Central Street, Franklin, NH 03235	$477,877
Indian Stream Health Center	165274-B001	141 Corliss Lane, Colebrook, NH 03576	$157,917

Lamprey Health Care, Inc.	177677-R001	207 South Main Street, Newmarket, NH 03857	$1,049,538
Manchester Community Health Center	157274-B001	145 Hollis Street, Manchester NH 03101	$1,190,293
Mid-State Health Center	158055-B001	101 Boulder Point Drive, Suite 1, Plymouth, NH 03264	$306,570
Weeks Medical Center	177171-R001	170 Middle Street, Lancaster, NH 03584/PO Box 240, Whitefield, NH 03598	$180,885
Sub-Total			***$4,967,648***

Primary Care Services for Specific Counties			
Vendor	**Vendor Number**	**Location**	**Amount**
Manchester Community Health Center	157274-B001	145 Hollis Street, Manchester NH 03101	$80,000
Concord Hospital	177653-B011	250 Pleasant St, Concord, NH 03301	$484,176
White Mountain Community Health Center	174170-R001	298 White Mountain Highway, PO Box 2800, Conway, NH 03818	$352,976
Sub-Total			***$917,152***

Primary Care Services for the Homeless			
Vendor	**Vendor Number**	**Location**	**Amount**
Greater Seacoast Community Health	154703-B001	311 Route 108, Somersworth, NH 03878	$146,488
Harbor Homes, Inc.	155358-B001	77 Northeastern Blvd, Nashua, NH 03062	$150,848
Sub-Total			***$297,336***

Primary Care Services for the Homeless – Sole Source for Manchester Department of Public Health			
Vendor	**Vendor Number**	**Location**	**Amount**
Manchester Health Department	177433-B009	1528 Elm Street, Manchester, NH 03101	$155,650
Sub-Total			***$155,650***
Primary Care Services Total Amount			**$6,337,786**

Funds are available in the following account for State Fiscal Years 2018 and 2019, and anticipated to be available in State Fiscal Year 2020, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

05-95-90-902010-51900000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, MATERNAL - CHILD HEALTH

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Svcs	90080100	$792,224
2019	102-500731	Contracts for Program Svcs	90080100	$3,168,891
2020	102-500731	Contracts for Program Svcs	90080100	$2,376,671
Total				**$6,337,786**

EXPLANATION

This request is **retroactive** as the Request for Proposals timeline extended beyond the expiration date of the previous primary care services contracts. The Request for Proposals was reissued to ensure that services would be provided in specific counties and in the City of Manchester, where the need is the greatest. Continuing this service without interruption allows for the availability of primary health care services for New Hampshire's most vulnerable populations who are at disproportionate risk of poor health outcomes and limited access to preventative care.

The agreement with the Manchester Health Department is **sole source**, as it is the only vendor capable and amenable to provide primary health care services to the homeless population of the City of Manchester. This community has been disproportionately impacted by the opioid crisis; increasing health risks to individuals who experience homelessness.

The purpose of these agreements is to provide primary health care services that include preventive and ongoing heath care for acute and chronic health conditions for people of all ages, including pregnant women, children, adolescents, adults, the elderly and the homeless. Primary and preventative health care services are provided to underserved, low-income and homeless individuals who experience barriers to accessing health care due to issues such as lack of insurance, inability to pay; limited language proficiency and geographic isolation. Primary care providers provide an array of enabling patient-centered services such as care coordination, translation services, transportation, outreach, eligibility assistance, and health education. These services assist individuals in overcoming barriers to achieve their optimal health.

Primary Care Services vendors were selected for this project through competitive bid processes. The Request for Proposals for Primary Care Services was posted on the Department of Health and Human Services' website from December 12, 2017 through January 23, 2018. A separate Request for Proposals to address a deficiency in Primary Care Services for specific counties was posted on the Department's website from February 12, 2018 through March 2, 2018. Additionally, the Request for Proposals for Primary Care Services for the Homeless was posted on the Department's website from January 26, 2018 through March 13, 2018.

The Department received fourteen (14) proposals. The proposals were reviewed and scored by a team of individuals with program specific knowledge. The Score Summaries are attached. A separate sole source agreement is requested to address the specific need of the homeless population of the City of Manchester.

As referenced in the Request for Proposals and in Exhibit C-1, Revisions to General Provisions, these Agreements reserve the option to extend contract services for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The Department will directly oversee and manage the contracts to ensure that quality improvement, enabling and annual project objectives are defined in order to measure the effectiveness of the program.

Should the Governor and Executive Council not authorize this request, the Department may be unable to ensure preventive and regular health care for acute and chronic health conditions for low income and homeless individuals of all ages, including pregnant women, children, adolescents, adults, and the elderly throughout the state.

Area served: Statewide.

Source of Funds: 26% Federal Funds from the US Department of Health and Human Services, Human Resources & Services Administration (HRSA), Maternal and Child Health Services (MCHS) Catalog of Federal Domestic Assistance (CFDA) #93.994, Federal Award Identification Number (FAIN), B04MC30627 and 74% General Funds.

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

Respectfully submitted,

Lisa Morris, MSSW
Director

Approved by:
Jeffrey A. Meyers
Commissioner

Subject: Primary Care Services (RFP-2018-DPHS-15-PRIMA)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Mid-State Health Center		1.4 Contractor Address 101 Boulder Point Drive, Suite 1, Plymouth, NH 03264	
1.5 Contractor Phone Number 603-536-4000	1.6 Account Number 05-95-90-902010-51900000-102-500731	1.7 Completion Date March 31, 2020	1.8 Price Limitation $306,570
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature Sharon Beaty		1.12 Name and Title of Contractor Signatory Sharon Beaty	

1.13 Acknowledgement: State of New Hampshire, County of Grafton

On 3-27-2018, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Jean A. Monroe Exp April 9, 2019

1.13.2 Name and Title of Notary or Justice of the Peace

Jean A Monroe

1.14 State Agency Signature Date: 4/26/18	1.15 Name and Title of State Agency Signatory

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 5/22/18

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered. The Department shall be the payor of last resort.

1.4. Preventative and Primary Health Care, as well as related Care Management and Enabling Services shall be provided to individuals of all ages, statewide, who are:

1.4.1. Uninsured.

1.4.2. Underinsured.

1.4.3. Low-income (defined as <185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines.

1.5. The Contractor shall remain in compliance with all applicable state and federal laws for the duration of the contract period, including but not limited to:

1.5.1. NH RSA 141-C and Administrative Rule He-P 301, adopted 6/3/08, which requires the reporting of all communicable diseases.

1.5.2. NH RSA 169:C, Child Protection Act; NH RSA 161-F46, Protective Services to Adults, NH RSA 631:6, Assault and Related Offences, and RSA 130:A, Lead Paint Poisoning and Control.

1.5.3. NH RSA 141-C and the Immunization Rules promulgated, hereunder.

2. Eligibility Determination Services

2.1. The Contractor shall notify the Department, in writing, if access to Primary Care Services for new patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

2.2. The Contractor shall assist individuals with completing a Medicaid/Expanded Medicaid and other health insurance application when income calculations indicate possible Medicaid eligibility.

2.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered.

2.4. The Contractor shall post a notice in a public and conspicuous location noting that no individual will be denied services for an inability to pay.

2.5. The Contractor shall develop and implement a sliding fee scale for services in accordance with the Federal Poverty Guidelines. The Contractor shall make the sliding fee scale available to the Department upon request.

3. Primary Care Services

3.1. The Contractor shall ensure primary care services are provided by a New Hampshire licensed Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Advanced Practice Registered Nurse (APRN) or Physician Assistant (PA) to eligible individuals in the service area.

3.2. The Contractor shall ensure primary care services include, but are not limited to:

3.2.1. Reproductive health services.

3.2.2. Perinatal health services including but not limited to access to obstetrical services either on-site or by referral.

3.2.3. Preventive services, screenings and health education in accordance with established, documented state or national guidelines.

3.2.4. Integrated behavioral health services.

3.2.5. Pathology, radiology, surgical and CLIA certified laboratory services either on-site or by referral.

3.2.6. Assessment of need and follow-up/referral as indicated for:

3.2.6.1. Tobacco cessation, including referral to QuitWorks-NH, www.QuitWorksNH.org.

3.2.6.2. Social services.

3.2.6.3. Chronic Disease management, including disease specific referral and self-management education such as referral to Diabetes Self-Management Education (DSME) as recommended by American Diabetes Association (ADA).

3.2.6.4. Nutrition services, including Women, Infants and Children (WIC) Food and Nutrition Service, as appropriate;

3.2.6.5. Screening, Brief Intervention and Referral to Treatment (SBIRT) services, including but not limited to contact with the Regional Public Health Network Continuum of Care Development Initiative.

3.2.6.6. Referrals to health, home care, oral health and behavioral health specialty providers who offer sliding scale fees, when available.

3.3. The Contractor shall provide care management for individuals enrolled for

primary care services, which includes, but is not limited to:

3.3.1. Integrated and coordinated services that ensure patients receive necessary care, including behavioral health and oral care when and where it is needed and wanted, in a culturally and linguistically appropriate manner.

3.3.2. Access to a healthcare provider by telephone twenty-four (24) hours per day, seven (7) days per week, directly, by referral or subcontract.

3.3.3. Care facilitated by registries; information technology; health information exchanged.

3.4. The Contractor shall provide and facilitate enabling services, which are non-clinical services that support the delivery of basic primary care services, and facilitate access to comprehensive patient care as well as social services that include, but are not limited to:

3.4.1. Benefit counseling.

3.4.2. Health insurance eligibility and enrollment assistance.

3.4.3. Health education and supportive counseling.

3.4.4. Interpretation/translation for individuals with Limited English Proficiency or other communication needs.

3.4.5. Outreach, which may include the use of community health workers.

3.4.6. Transportation.

3.4.7. Education of patients and the community regarding the availability and appropriate use of health services.

4. Quality Improvement

4.1. The Contractor shall develop, define, facilitate and implement a minimum of two (2) Quality Improvement (QI) projects, which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of targeted patient groups.

4.1.1. One (1) quality improvement project must focus on the performance measure as designated by MCHS. (Defined as Adolescent Well Visits for SFY 2018 – 2019)

4.1.2. The other(s) will be chosen by the vendor based on previous performance outcomes needing improvement.

4.2. The Contractor shall utilize Quality Improvement Science to develop and implement a QI Workplan for each QI project. The QI Workplan will include:

4.2.1. Specific goals and objectives for the project period; and

4.2.2. Evaluation methods used to demonstrate improvement in the quality, efficiency, and effectiveness of patient care.

4.3. The Contractor shall include baseline measurements for each area of

improvement identified in the QI projects, to establish health care services and health status of targeted patient groups to be improved upon.

4.4. The Contractor may utilize activities in QI projects that enhance clinical workflow and improve patient outcomes, which may include, but are not limited to:

4.4.1.1. EMR prompts/alerts.

4.4.1.2. Protocols/Guidelines.

4.4.1.3. Diagnostic support.

4.4.1.4. Patient registries.

4.4.1.5. Collaborative learning sessions.

5. Staffing

5.1. The Contractor shall ensure all health and allied health professions have the appropriate, current New Hampshire licenses whether directly employed, contracted or subcontracted.

5.2. The Contractor shall employ a medical services director with special training and experience in primary care who shall participate in quality improvement activities and be available to other staff for consultation, as needed.

5.3. The Contractor shall notify the Maternal and Child Health Section (MCHS), in writing, of any newly hired administrator, clinical coordinator or any staff person essential to providing contracted services and include a copy of the individual's resume, within thirty (30) days of hire.

5.4. The Contractor shall notify the MCHS, in writing, when:

5.4.1. Any critical position is vacant for more than thirty (30) days;

5.4.2. There is not adequate staffing to perform all required services for any period lasting more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

6. Coordination of Services

6.1. The Contractor shall participate in activities within their Public Health Region, as appropriate, to enhance the integration of community-based public health prevention and healthcare initiatives being implemented, including but not limited to:

6.1.1. Community needs assessments;

6.1.2. Public health performance assessments; and

6.1.3. Regional health improvement plans under development.

6.2. The Contractor shall participate in and coordinate public health activities, as requested by the Department, during any disease outbreak and/or emergency that affects the public's health.

7. Required Meetings & Trainings

7.1. The Contractor shall attend meetings and trainings facilitated by the MCHS programs that include, but are not limited to:

7.1.1. MCHS Agency Directors' meetings;

7.1.2. MCHS Primary Care Coordinators' meetings, which are held two (2) times per year, which may require attendance by agency quality improvement staff; and

7.1.3. MCHS Agency Medical Services Directors' meetings.

8. Workplans, Outcome Reports & Additional Reporting Requirements

8.1. The Contractor shall collect and report data as detailed in Exhibit A-1 "Reporting Metrics" according to the Exhibit A-2 "Report Timing Requirements".

8.2. The Contractor shall submit reports as defined within Exhibit A-2 "Report Timing Requirements".

8.3. The Contractor shall submit an updated budget narrative, within thirty (30) days of the contract execution date and annually, as defined in Exhibit A-2 "Report Timing Requirements". The budget narrative shall include, at a minimum;

8.3.1. Staff roles and responsibilities, defining the impact each role has on contract services;

8.3.2. Staff list, defining;

8.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

8.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

8.4. In addition to the report defined within Exhibit A-2 "Report Timing Requirements", the Contractor shall submit a Sources of Revenue report at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

9. On-Site Reviews

9.1. The Contractor shall permit a team or person authorized by the Department to periodically review the Contractor's:

9.1.1. Systems of governance.

9.1.2. Administration.

9.1.3. Data collection and submission.

9.1.4. Clinical and financial management.

9.1.5. Delivery of education services.

9.2. The Contractor shall cooperate with the Department to ensure information needed for the reviews is accessible and provided. The Contractor shall ensure information includes, but is not limited to:

9.2.1. Client records.

9.2.2. Documentation of approved enabling services and quality improvement projects, including process and outcome evaluations.

9.3. The Contractor shall take corrective actions, as advised by the review team, if services provided are not in compliance with the contract requirements.

10. Performance Measures

10.1. The Contractor shall ensure that the following performance indicators are annually achieved and monitored quarterly to measure the effectiveness of the agreement:

10.1.1. Annual improvement objectives shall be defined by the vendor and submitted to the Department. Objectives shall be measurable, specific and align to the provision of primary care services defined within Exhibit A-1 "Reporting Metrics"

Exhibit A-1 – Reporting Metrics

1. Definitions

1.1. **Measurement Year** – Measurement Year consists of 365 days and is defined as either:

1.1.1. The calendar year, (January 1st through December 31st); or

1.1.2. The state fiscal year (July 1st through June 30th).

1.2. **Medical Visit** – Medical visit is defined as any office visit including all well-care and acute-care visits.

1.3. **HEDIS** – Healthcare Effectiveness Data and Information Set

1.4. **NQF** – National Quality Forum

1.5. **Title V** – Federal Maternal and Child Health Services Block Grant

1.6. **UDS** – Uniform Data System

1.7. **NH MCHS** – New Hampshire Maternal and Child Health Section

2. MCHS PRIMARY CARE PERFORMANCE MEASURES

2.1. **Breastfeeding**

2.1.1. Percent of infants who are ever breastfed (Title V PM #4).

2.1.1.1. Numerator: All patient infants who were ever breastfed or received breast milk.

2.1.1.2. Numerator Note: The American Academy of Pediatrics recommends all infants exclusively breastfeed for about six (6) months as human milk supports optimal growth and development by providing all required nutrients during that time.

2.1.1.3. Denominator: All patient infants born in the measurement year.

2.2. ***Preventive Health: Lead Screening***

2.2.1. Percent of children three (3) years of age who had two (2) or more capillary or venous lead blood test for lead poisoning by their third birthday. (NH MCHS).

2.2.1.1. Numerator: All patient children who received at least one capillary or venous lead screening test between nine (9) months to eighteen (18) months of age AND one (1) capillary or venous lead screening test between nineteen (19) to thirty (30) months of age.

2.2.1.2. Denominator: All patient children who turned three (3) years old during the measurement year that had at least one (1) medical visit during the measurement year.

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2.3. **Preventive Health: Adolescent Well-Care Visit**

2.3.1. Percent of adolescents, twelve (12) through twenty-one (21) years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year (HEDIS).

2.3.1.1. Numerator: Number of adolescents, ages 12 through 21 years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year.

2.3.1.2. Denominator: Number of patient adolescents, ages 12 through 21 years of age by the end of the measurement year.

2.4. **Preventive Health: Depression Screening**

2.4.1. Percentage of patients ages twelve (12) and older screened for clinical depression using an age appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NQF 0418, UDS).

2.4.1.1. Numerator: Patients twelve (12) years and older who are screened for clinical depression using an age-appropriate standardized depression screening tool **AND** if positive, a follow-up plan documented.

2.4.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented follow-up plan.

2.4.1.3. Denominator: All patients twelve (12) years and older by the end of the measurement year who had at least one (1) medical visit during the measurement year.

2.4.1.4. Denominator Exception: Depression screening not performed due to medical contraindicated or patient refusal.

2.4.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as suicide risk assessment and/or referral to practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.4.2. Maternal Depression Screening

2.4.2.1. Percentage of women who are screened for clinical depression during any visit up to twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NH MCHS).

2.4.2.1.1. Numerator: Women who are screened for clinical depression during the first twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if screened positive have documented follow-up plan.

2.4.2.1.2. Numerator Note: Numerator includes women who screened negative PLUS women who screened positive AND have documented follow-up plan.

2.4.2.1.3. Denominator: All women who had any office visit up to twelve (12) weeks following delivery during the measurement year.

2.4.2.1.4. Denominator Exception: Documentation of depression screening not performed due to medical contraindicated or patient refusal.

2.4.2.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as Suicide Risk Assessment and/or referral to a practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.5. **Preventive Health: Obesity Screening**

2.5.1. Percentage of patients aged 18 years and older with a calculated BMI in the past six months or during the current visit documented in the medical record AND if the most recent BMI is outside of normal parameters, a follow-up plan is documented (NQF 0421, UDS).

2.5.1.1. Normal parameters: Age 65 and older BMI ≥ 23 and < 30

2.5.1.2. Age 18 through 64 BMI ≥ 18.5 and < 25

2.5.1.3. Numerator: Patients with BMI calculated within the past six months or during the current visit and a follow-up plan documented if the BMI is outside of parameters (Normal BMI + abnormal BMI with documented plan).

2.5.1.4. Definition of Follow-Up Plan: Proposed outline of follow-up plan to be conducted as a result of BMI outside of normal parameters. The follow-up plan can include documentation of a future appointment, education, referral (such as registered dietician, nutritionist, occupational therapist, primary care physician, exercise physiologist, mental health provider, surgeon, etc.), prescription of/administration of dietary supplements, exercise counseling, nutrition counseling, etc.

2.5.1.5. Denominator: All patients aged 18 years and older who had at least one (1) medical visit during the measurement year.

2.5.2. Percent of patients aged 3 through 17 who had evidence of BMI percentile documentation AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year (UDS).

2.5.2.1. Numerator: Number of patients in the denominator who had their BMI percentile (not just BMI or height and weight) documented during the measurement year AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year.

2.5.2.2. Denominator: Number of patients who were one year after their second birthday (i.e., were 3 years of age) through adolescents who were aged up to one year past their 16th birthday (i.e., up until they were 17) at some point during the measurement year, who had at least one medical visit during the reporting year, and were seen by the health center for the first time prior to their 17th birthday.

2.6. **Preventive Health: Tobacco Screening**

2.6.1. Percent of patients aged 18 years and older who were screened for tobacco use at least once during the measurement year or prior year AND who received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user (UDS).

2.6.1.1. Numerator: number of patients in the denominator for whom documentation demonstrates that patients were queried about their tobacco use one or more times during their most recent visit OR within twenty-four (24) months of the most

recent visit and received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user.

2.6.1.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.6.1.4. Definitions:

2.6.1.4.1. Tobacco Use: Includes any type of tobacco.

2.6.1.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy.

2.6.2. Percent of women who are screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user (NH MCHS).

2.6.2.1. Numerator: Pregnant women who were screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user.

2.6.2.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.2.3. Denominator: All women who delivered a live birth in the measurement year.

2.6.2.4. Definitions:

2.6.2.4.1. Tobacco Use: Includes any type of tobacco

2.6.2.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy

2.7. **At Risk Population: Hypertension**

2.7.1. Percentage of patients aged 18 through 85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90mmHG) during the measurement year (NQF 0018).

2.7.1.1. Numerator: *Number of patients from the denominator* with blood pressure measurement less than 140/90 mm HG at the time of their last measurement.

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2.7.1.2. Denominator: Number of patients age 18 through 85 with diagnosed hypertension (must have been diagnosed with hypertension 6 or more months before the measurement date) who had at least one (1) medical visit during the measurement year. (Excludes pregnant women and patients with End Stage Renal Disease.)

2.8. **Patient Safety: Falls Screening**

2.8.1. Percent of patients aged 65 years and older who were screened for fall risk at least once within 12 months (NH MCHS).

2.8.1.1. Numerator: Patients who were screened for fall risk at least once within the measurement year.

2.8.1.2. Denominator: All patients aged 65 years and older seen by a health care provider within the measurement year.

2.9. **SBIRT**

2.9.1. SBIRT – Percent of patients aged 18 years and older who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.1.1. Numerator: Number of patients in the denominator who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, who received a brief intervention and/or referral to services.

2.9.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.1.3. Denominator: Number of patients aged 18 years and older seen for annual/preventive visit within the measurement year.

2.9.1.4. Definitions:

2.9.1.4.1. Substance Use: Includes any type of alcohol or drug.

2.9.1.4.2. Brief Intervention: Includes guidance or counseling.

2.9.1.4.3. Referral to Services: includes any recommendation of direct referral for substance abuse services.

2.9.2. Percent of pregnant women who were screened, using a formal valid screening tool, for substance use, during every trimester they are

enrolled in the prenatal program AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.2.1. Numerator: Number of women in the denominator who were screened for substance use, using a formal and valid screening tool, during each trimester that they were enrolled in the prenatal program AND if positive, received a brief intervention or referral to services

2.9.2.2. Numerator Note: numerator equals screened negative PLUS screened positive who have documented brief *intervention and/or referral to services.*

2.9.2.3. Denominator: Number of women enrolled in the agency prenatal program and who had a live birth during the measurement year.

Exhibit A-2 – Report Timing Requirements

1.1. Primary Care Services Reporting Requirements

1.1.1. The reports are required due on the date(s) listed, or, in years where the date listed falls on a non-business day, reports are due on the Friday immediately prior to the date listed.

1.1.2. The Vendor is required to complete and submit each report, following instructions sent by the Department

1.1.3. An updated budget narrative must be provided to the Department, within thirty (30) days of contract approval. The budget narrative must include, at a minimum;

1.1.3.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.1.3.2. Staff list, defining;

1.1.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.1.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

1.2. Annual Reports

1.2.1. The following reports are required annually, on or prior to;

1.2.1.1. March 31st;

1.2.1.1.1. Uniform Data Set (UDS) Data tables reflecting program performance for the previous calendar year;

1.2.1.1.2. Budget narrative, which includes, at a minimum;

1.2.1.1.2.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.2.1.1.2.2. Staff list, defining;

1.2.1.1.2.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.2.1.1.2.2.2. The individual cost, in U.S. Dollars, of each

Contractor Initials: SB
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identified individual allocated to contract services.

1.2.1.2. July 31st;

1.2.1.2.1. Summary of patient satisfaction survey results obtained during the prior contract year;

1.2.1.2.2. Quality Improvement (QI) Workplans, Performance Outcome Section

1.2.1.2.3. Enabling Services Workplans, Performance Outcome Section

1.2.1.3. September 1st;

1.2.1.3.1. QI workplan revisions, as needed;

1.2.1.3.2. Enabling Service Workplan revisions, as needed;

1.2.1.3.3. Correction Action Plan (Performance Measure Outcome Report), as needed;

1.3. **Semi-Annual Reports**

1.3.1. Primary Care Services Measure Data Trend Table (DTT), due on;

1.3.1.1. July 31, 2018 (measurement period July 1– June 30) and;

1.3.1.2. January 31 (measurement period January 1 – December 31).

1.4. **The following report is required 30 days following the end of each quarter, beginning in State Fiscal Year 2018;**

1.4.1. Perinatal Client Data Form (PCDF);

1.4.1.1. Due on April 30, July 31, October 31 and January 31

Method and Conditions Precedent to Payment

1. The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This contract is funded with general and federal funds. Department access to supporting funding for this project is dependent upon meeting the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) (https://www.cfda.gov) #93.994, Maternal and Child Health Services Block Grant to the States

3. The Contractor shall not use or apply contract funds for capital additions, improvements, entertainment costs or any other costs not approved by the Department.

4. Payment for services shall be as follows:

   4.1. Payments shall be on a cost reimbursement basis for approved actual costs in accordance with Exhibits B-1 through Exhibit B-3.

   4.2. The Contractor shall submit invoices in a form satisfactory to the State no later than the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor agrees to keep detailed records of their activities related to Department-funded programs and services.

      4.2.1. Expenditure detail may be requested by the Department on an intermittent basis, which the Contractor must provide.

      4.2.2. Onsite reviews may be required.

   4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

   4.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or invoices may be mailed to:

      Financial Administrator

      Department of Health and Human Services

      Division of Public Health

      29 Hazen Dr.

      Concord, NH 03301

Exhibit B

4.5. The final invoice shall be due to the State no later than forty (40) days after the date specified in Form P-37, Block 1.7 Completion Date.

4.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

5. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjusting encumbrances between State Fiscal Years within the price limitation may be made without obtaining approval of the Governor and Executive Council, upon written agreement of both parties.

Exhibit B-1

New Hampshire Department of Health and Human Services

Bidder/Program Name: Mid-State Health Center

Budget Request for: Primary Care
(Name of RFP)

Budget Period: April 1, 2018 - June 30, 2018 (State Fiscal Year 2018)

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 376,068.70	$ -	$ 376,068.70	$ 348,218.70	$ -	$ 348,218.70	$ 27,870.00	$ -	$ 27,870.00
2. Employee Benefits	$ 94,022.18	$ -	$ 94,022.18	$ 87,054.18	$ -	$ 87,054.18	$ 6,968.00	$ -	$ 6,968.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ 424,563.12	$ 424,563.12	$ -	$ 421,080.12	$ 421,080.12	$ -	$ 3,483.00	$ 3,483.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specify, match, in-kind etc.):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SBIRT Development	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SBIRT Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 470,110.88	$ 424,563.12	$ 894,674.00	$ 435,272.87	$ 421,080.12	$ 856,352.99	$ 34,838.00	$ 3,483.00	$ 38,321.00
Indirect As A Percent of Direct		90.3%							

Exhibit B-2

New Hampshire Department of Health and Human Services

Bidder/Program Name: Mid-State Health Center

Budget Request for: Primary Care Services

Budget Period: July 1, 2018 – June 30, 2019 (State Fiscal Year 2019)

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 1,504,354.80	$ -	$ 1,504,354.80	$ 1,392,874.80	$ -	$ 1,392,874.80	$ 111,480.00	$ -	$ 111,480.00
2. Employee Benefits	$ 376,088.70	$ -	$ 376,088.70	$ 348,218.70	$ -	$ 348,218.70	$ 27,870.00	$ -	$ 27,870.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ 435,015.12	$ 435,015.12	$ -	$ 421,080.12	$ 421,080.12	$ -	$ 13,935.00	$ 13,935.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SBIRT Development	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SBIRT Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 1,880,443.50	$ 435,015.12	$ 2,315,458.62	$ 1,741,093.50	$ 421,080.12	$ 2,162,173.62	$ 139,350.00	$ 13,935.00	$ 153,285.00
Indirect As A Percent of Direct		23.1%							

Exhibit B-3

New Hampshire Department of Health and Human Services

Bidder/Program Name: Mid-State Health Center

Budget Request for: Primary Care Services

Budget Period: July 1, 2019 - April 30, 2020 (State Fiscal Year 2020)

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 1,129,266.10	$ -	$ 1,129,266.10	$ 1,044,655.10	$ -	$ 1,044,655.10	$ 83,611.00	$ -	$ 83,611.00
2. Employee Benefits	$ 282,066.53	$ -	$ 282,066.53	$ 261,164.53	$ -	$ 261,164.53	$ 20,902.00	$ -	$ 20,902.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ 431,531.12	$ 431,531.12	$ -	$ 421,080.12	$ 421,080.12	$ -	$ 10,451.00	$ 10,451.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SBIRT Development	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SBIRT Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 1,410,332.63	$ 431,531.12	$ 1,841,863.75	$ 1,305,819.62	$ 421,080.12	$ 1,726,899.74	$ 104,513.00	$ 10,451.00	$ 114,964.00
Indirect As A Percent of Direct		30.6%							

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. *Renegotiate the rates for payment hereunder, in which event new rates shall be established;*
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of *in-kind contributions, labor time cards, payrolls, and other records requested or required* by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the *Department, the United States Department of Health and Human Services, and any of their* designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with *respect to purchased services hereunder is prohibited except on written consent of the recipient,* his attorney or guardian.

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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

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

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

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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

Contractor Initials SB
Date 3/5/18

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Division reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name: Mid-State Health Center

3-27-18
Date

Sharon Beaty
Name: Sharon Beaty
Title: CEO

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name: Mid-State Health Center

3-27-18
Date

Sharon Beaty
Name: Sharon Beaty
Title: CEO

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

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Mid-State Health Center

3-27-18
Date

Sharon Beady
Name: Sharon Beady
Title: CEO

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.

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: Mid-State Health Center

3-27-14
Date

Sharon Beatty
Name: Sharon Beatty
Title: CEO

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: Mid-State Health Center

3-27-14
Date

Sharon Beady
Name: Sharon Beady
Title: CEO

HEALTH INSURANCE PORTABLITY 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, TitleXIII, 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.

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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 (l). 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

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

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.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Mid-State Health Center
The State	Name of the Contractor
Lisa Morris	Sharon Beaty
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Sharon Beaty
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, DPHS	CEO
Title of Authorized Representative	Title of Authorized Representative
4/26/18	3-27-18
Date	Date.

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Mid-State Health Center

3-27-18
Date

Sharon Beady
Name: Sharon Beady
Title: CEO

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 109385625

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: _____

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or

consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not

use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.

7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the

scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from 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. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

b. safeguard this information at all times.

c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS contact program and policy:
(Insert Office or Program Name)
(Insert Title)
DHHS-Contracts@dhhs.nh.gov

B. DHHS contact for Data Management or Data Exchange issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

C. DHHS contacts for Privacy issues:
DHHSPrivacyOfficer@dhhs.nh.gov

D. DHHS contact for Information Security issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

E. DHHS contact for Breach notifications:
DHHSInformationSecurityOffice@dhhs.nh.gov
DHHSPrivacy.Officer@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Primary Care Services

This 1st Amendment to the Primary Care Services (contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Weeks Medical Center (hereinafter referred to as "the Contractor"), a non-profit with a place of business at 170 Middle Street, Lancaster, NH 03584.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018, (Item #27G), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18 and Exhibit C-1 Paragraph 3the Contract may be amended and renewed upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2021.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $286,590.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Modify Exhibit A, Scope of Services by deleting it in its entirety and replacing with Exhibit A Amendment #1, Scope of Services, incorporated by reference and attached herein.

6. Modify Exhibit A-1, Reporting Metrics by deleting it in its entirety and replacing with Exhibit A-1, Reporting Metrics Amendment #1, incorporated by reference and attached herein.

7. Modify Exhibit A-2, Report Timing Requirements by deleting it in its entirety.

8. Modify Exhibit B, Methods and Conditions Precedent to Payment, Subsection 4.1 to read:

   4.1 Payments shall be on a cost reimbursement basis for approved actual costs in accordance with Exhibit B-1 through Exhibit B-5, Amendment #1 Budget, incorporated by reference and attached herein.

9. Add Exhibit B-4 Amendment #1, Budget, incorporated by reference and attached herein.
10. Add Exhibit B-5 Amendment #1, Budget, incorporated by reference and attached herein.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

4/7/2020
Date

Name: Lisa Morris
Title: Director

Ann Landry
Assoc
Cehm

Weeks Medical Center

4/3/20
Date

Name: Michael D. Lee, MBA, SPHR, MLA
Title: President & CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/17/20
Date

Name:
Title:

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on:_____(date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. et seq.

1.4. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered. The Department shall be the payor of last resort.

1.5. The Contractor shall provide Preventative and Primary Health Care, as well as related Care Management and Enabling Services to individuals of all ages, statewide, who are:

1.5.1. Uninsured.

1.5.2. Underinsured.

1.5.3. Low-income (defined as <185% of the U.S. Department of Health and Human Services (US DHHS), Poverty Guidelines.

1.6. The Contractor shall comply with all applicable state and federal laws for the duration of the contract period, including but not limited to:

1.6.1. NH RSA 141-C and Administrative Rule He-P 301, adopted 6/3/08, which requires the reporting of all communicable diseases.

1.6.2. NH RSA 169:C, Child Protection Act; NH RSA 161-F46, Protective Services to Adults, NH RSA 631:6, Assault and Related Offences, and RSA 130:A, Lead Paint Poisoning and Control.

1.6.3. NH RSA 141-C and the Immunization Rules promulgated, hereunder.

2. Eligibility Determination Services

2.1. The Contractor shall notify the Department, in writing, if access to Primary Care Services for new patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

2.2. The Contractor shall assist individuals with completing a Medicaid/Expanded Medicaid and other health insurance application when income calculations indicate possible Medicaid eligibility.

2.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered.

2.4. The Contractor shall post a notice in a public and conspicuous location noting that no individual will be denied services for an inability to pay.

2.5. The Contractor shall develop and implement a sliding fee scale for services in accordance with the Federal Poverty Guidelines.

2.6. The Contractor shall make the sliding fee scale available to the Department upon request.

3. Primary Care Services

3.1. The Contractor shall ensure primary care services are provided by a New Hampshire licensed Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Advanced Practice Registered Nurse (APRN) or Physician Assistant (PA) to eligible individuals in the service area.

3.2. The Contractor shall ensure primary care services include, but are not limited to:

3.2.1. Reproductive health services.

3.2.2. Perinatal health services including, but not limited to, access to obstetrical services either on-site or by referral.

3.2.3. Preventive services, screenings and health education in accordance with established, documented state or national guidelines.

3.2.4. Integrated behavioral health services.

3.2.5. Pathology, radiology, surgical and CLIA-certified laboratory services either on-site or by referral.

3.2.6. Assessment of need and follow-up/referral as indicated for:

3.2.6.1. Tobacco cessation, including referral to QuitWorks-NH, www.QuitWorksNH.org.

3.2.6.2. Social services.

3.2.6.3. Chronic Disease management, including disease specific referral and self-management education such as referral to Diabetes Self-Management Education (DSME) as recommended by American Diabetes Association (ADA).

3.2.6.4. Nutrition services, including Women, Infants and Children

(WIC) Food and Nutrition Service, as appropriate;

3.2.6.5. Screening, Brief Intervention and Referral to Treatment (SBIRT) services, including but not limited to contact with the Regional Public Health Network Continuum of Care Development Initiative.

3.2.6.6. Referrals to health, home care, oral health and behavioral health specialty providers who offer sliding scale fees, when available.

3.3. The Contractor shall provide care management for individuals enrolled for primary care services, which includes, but is not limited to:

3.3.1. Integrated and coordinated services that ensure patients receive necessary care, including behavioral health and oral care when and where it is needed and wanted, in a culturally and linguistically appropriate manner.

3.3.2. Access to a healthcare provider by telephone twenty-four (24) hours per day, seven (7) days per week, directly, by referral or subcontract.

3.3.3. Care facilitated by registries, information technology, and health information exchanged.

3.4. The Contractor shall provide and facilitate enabling services, which are non-clinical services, that support the delivery of basic primary care services.

3.5. The Contractor shall facilitate access to comprehensive patient care and social services, as appropriate, that may include, but are not limited to:

3.5.1. Benefits counseling.

3.5.2. Health insurance eligibility and enrollment assistance.

3.5.3. Health education and supportive counseling.

3.5.4. Interpretation/translation for individuals with Limited English Proficiency or other communication needs.

3.5.5. Outreach, which may include the use of community health workers.

3.5.6. Transportation.

3.5.7. Education of patients and the community regarding the availability and appropriate use of health services.

4. Quality Improvement

4.1. The Contractor shall develop, define, facilitate and implement a minimum of two (2) Quality Improvement (QI) projects, which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of targeted patient groups. The Contractor shall

ensure:

4.1.1. One (1) QI project focuses on the performance measure designated by the Maternal and Child Health Section (MCHS), which is Adolescent Well Visits for SFY 2020-2022.

4.1.1.1. A minimum of one (1) other QI project is selected from Exhibit A-1 "Reporting Metrics" MCHS Primary

4.1.1.2. Care Performance Measures are met according to previous performance outcomes identified as needing improvement.

4.2. The Contractor shall utilize Quality Improvement Science to develop and implement a QI Workplan for each QI project. The Contractor shall ensure the QI Workplan includes, but is not limited to:

4.2.1. Specific goals and objectives for the project period; and

4.2.2. Evaluation methods used to demonstrate improvement in the quality, efficiency, and effectiveness of patient care.

4.3. The Contractor shall include baseline measurements for each area of improvement identified in the QI projects, to establish health care services and health status of targeted patient groups in need of improvement.

4.4. The Contractor shall utilize activities in QI projects that enhance clinical workflow and improve patient outcomes, which may include, but are not limited to:

4.4.1. EMR prompts/alerts.

4.4.2. Protocols/Guidelines.

4.4.3. Diagnostic support.Patient registries.Collaborative learning sessions.

5. Staffing

5.1. The Contractor shall ensure all health and allied health professionals have the appropriate, current New Hampshire licenses whether directly employed, contracted or subcontracted.

5.2. The Contractor shall employ a medical services director who:

5.2.1. Has specialized training and experience in primary care services.

5.2.2. Participates in quality improvement activities.

5.2.3. Is available to other staff for consultation, as needed.

5.3. The Contractor shall notify the MCHS, in writing, of any newly hired administrator, clinical coordinator or staff person essential to providing contracted services. The Contractor shall ensure notification:

5.3.1. Is provided to the Department no later than thirty (30) days from the

date of hire.

5.3.2. Includes a copy of the newly hired individual's resume.

5.4. The Contractor shall notify the MCHS, in writing, when:

5.4.1. Any critical position is vacant for more than thirty (30) days.

5.4.2. There is not adequate staffing to perform all required services for any period lasting more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

6. Coordination of Services

6.1. The Contractor shall participate in activities within the Public Health Region, as appropriate, to enhance the integration of community-based public health prevention and healthcare initiatives being implemented, including but not limited to:

6.1.1. Community needs assessments.

6.1.2. Public health performance assessments.

6.1.3. Regional health improvement plans under development.

6.2. The Contractor shall participate in and coordinate public health activities, as requested by the Department, during any disease outbreak or emergency that affects the public's health.

7. Required Meetings & Trainings

7.1. The Contractor shall attend meetings and trainings facilitated by the MCHS programs that include, but are not limited to:

7.1.1. MCHS Agency Directors' meetings.

7.1.2. MCHS Primary Care Coordinators' meetings, which are held two (2) times per year, which may require attendance by agency quality improvement staff.

7.1.3. MCHS Agency Medical Services Directors' meetings.

8. Workplans, Outcome Reports & Additional Reporting Requirements

8.1. The Contractor shall collect and report data on the MCHS Primary Care Performance Measures detailed in Exhibit A–1 Reporting Metrics.

8.2. The Contractor shall submit an updated budget narrative, within thirty (30) days of any changes, ensuring the budget narrative includes, but is not limited to:

8.2.1. Staff roles and responsibilities, defining the impact each role has on contract services.

8.2.2. Staff list that details information that includes, but is not limited to:

8.2.2.1. The Full Time Equivalent percentage allocated to contract

services.

8.2.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

8.3. The Contractor shall submit a Sources of Revenue report at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

8.4. The Contractor shall submit reports on the date(s) listed, or, in years where the date listed falls on a non-business day, on the Friday immediately prior to the date listed.

8.5. The Contractor is required to complete and submit each report, as instructed by the Department.

8.6. The Contractor shall submit annual reports to the Department, including but not limited to:

8.6.1. Uniform Data Set (UDS) Data tables that reflect program performance for the previous calendar year no later than March 31st.

8.6.2. A summary of patient satisfaction survey results obtained during the prior contract year no later than July 31st.

8.6.3. Quality (QI) Workplans no later than July 31st.

8.6.4. Enabling Services Workplans no later than July 31st.

8.6.5. QI Workplan revisions, as appropriate, no later than September 1st.

8.6.6. Enabling Services Workplan revisions, as appropriate, no later than September 1st.

8.6.7. Corrective Action Plans relating to Performance Measure Outcome Reports, as needed, no later than September 1st.

8.7. The Contractor shall submit semi-annual reports to the Department, including but not limited to:

8.7.1. Primary Care Services Measure Data Trend Table (DTT) is due no later than:

8.7.2. July 31, 2020 for the measurement period of July 1, 2019 through June 30, 2020.

8.7.3. January 31, 2021 for the measurement period of January 1, 2020 through December 31, 2020.

8.7.4. July 31, 2021 for the measurement period of July 1, 2020 through June 30, 2021.

8.7.5. January 31, 2022 for the measurement period of January 1, 2021 through December 31, 2021.

9. On-Site Reviews

9.1. The Contractor shall permit a team or person authorized by the Department to periodically review the Contractor's:

9.1.1. Systems of governance.

9.1.2. Administration.

9.1.3. Data collection and submission.

9.1.4. Clinical and financial management.

9.1.5. Delivery of education services.

9.2. The Contractor shall cooperate with the Department to ensure information needed for the reviews is accessible and provided, which includes, but is not limited to:

9.2.1. Client records.

9.2.2. Documentation of approved enabling services and quality improvement projects, including process and outcome evaluations.

9.3. The Contractor shall take corrective actions, as advised by the Department's review team, if services provided are not in compliance with the contract requirements.

10. Performance Measures

10.1. The Contractor shall define Annual Improvement Objectives that are measurable, specific and align to the provision of primary care services defined within Exhibit A-1 Reporting Metrics.

Exhibit A-1 – Reporting Metrics, Amendment #1

1. **Definitions**
   - 1.1. **Measurement Year** – Measurement Year consists of 365 days and is defined as either:
     - 1.1.1. The calendar year, (January 1st through December 31st); or
     - 1.1.2. The state fiscal year (July 1st through June 30th).
   - 1.2. **Medical Visit** – Medical visit is defined as any office visit including all well-care and acute-care visits.
   - 1.3. **HEDIS** – Healthcare Effectiveness Data and Information Set
   - 1.4. **NQF** – National Quality Forum
   - 1.5. **Title V** – Federal Maternal and Child Health Services Block Grant
   - 1.6. **UDS** – Uniform Data System
   - 1.7. **NH MCHS** – New Hampshire Maternal and Child Health Section
2. **MCHS PRIMARY CARE PERFORMANCE MEASURES**
   - 2.1. **Breastfeeding**
     - 2.1.1. Percent of infants who are ever breastfed (Title V PM #4).
       - 2.1.1.1. Numerator: All patient infants who were ever breastfed or received breast milk.
       - 2.1.1.2. Numerator Note: The American Academy of Pediatrics recommends all infants exclusively breastfeed for about six (6) months as human milk supports optimal growth and development by providing all required nutrients during that time.
       - 2.1.1.3. Denominator: All patient infants born in the measurement year.
   - 2.2. **Preventive Health: Lead Screening**
     - 2.2.1. Percent of children three (3) years of age who had two (2) or more capillary or venous lead blood test for lead poisoning by their third birthday. (NH MCHS).
       - 2.2.1.1. Numerator: All patient children who received at least one capillary or venous lead screening test between nine (9) months to eighteen (18) months of age **AND** one (1) capillary or venous lead screening test between nineteen (19) to thirty (30) months of age.
       - 2.2.1.2. Denominator: All patient children who turned three (3) years old during the measurement year that had at least one (1) medical visit during the measurement year.

Contractor Initials: 3/14/20
Date: 3/14/20

2.3. **Preventive Health: Adolescent Well-Care Visit**

2.3.1. Percent of adolescents, twelve (12) through twenty-one (21) years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year (HEDIS).

2.3.1.1. Numerator: Number of adolescents, ages 12 through 21 years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year.

2.3.1.2. Denominator: Number of patient adolescents, ages 12 through 21 years of age by the end of the measurement year.

2.4. **Preventive Health: Depression Screening**

2.4.1. Percentage of patients ages twelve (12) and older screened for clinical depression using an age appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NQF 0418, UDS).

2.4.1.1. Numerator: Patients twelve (12) years and older who are screened for clinical depression using an age-appropriate standardized depression screening tool **AND** if positive, a follow-up plan documented.

2.4.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented follow-up plan.

2.4.1.3. Denominator: All patients twelve (12) years and older by the end of the measurement year who had at least one (1) medical visit during the measurement year.

2.4.1.4. Denominator Exception: Depression screening not performed due to medical contraindicated or patient refusal.

2.4.1.5. Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as suicide risk assessment and/or referral to practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.4.2. Maternal Depression Screening

2.4.2.1. Percentage of women who are screened for clinical depression during any visit up to twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NH MCHS).

2.4.2.1.1. Numerator: Women who are screened for clinical depression during the first twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if screened positive have documented follow-up plan.

2.4.2.1.2. Numerator Note: Numerator includes women who screened negative PLUS women who screened positive AND have documented follow-up plan.

2.4.2.1.3. Denominator: All women who had any office visit up to twelve (12) weeks following delivery during the measurement year.

2.4.2.1.4. Denominator Exception: Documentation of depression screening not performed due to medical contraindicated or patient refusal.

2.4.2.1.5. Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as Suicide Risk Assessment and/or referral to a practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.5. Preventive Health: Obesity Screening

2.5.1. Percentage of patients aged 18 years and older with a calculated BMI in the past six months or during the current visit documented in the medical record AND if the most recent BMI is outside of normal parameters, a follow-up plan is documented (NQF 0421, UDS).

2.5.1.1. Normal parameters: Age 65 and older BMI ≥ 23 and < 30

Age 18 through 64 BMI ≥ 18.5 and < 25

2.5.1.2. Numerator: Patients with BMI calculated within the past six months or during the current visit and a follow-up plan documented if the BMI is outside of parameters (Normal BMI + abnormal BMI with documented plan).

2.5.1.3. Follow-Up Plan: Proposed outline of follow-up plan to be conducted as a result of BMI outside of normal parameters. The follow-up plan can include documentation of a future appointment, education, referral (such as registered dietician, nutritionist, occupational therapist, primary care physician, exercise physiologist, mental health provider, surgeon, etc.), prescription of/administration of dietary supplements, exercise counseling, nutrition counseling, etc.

2.5.1.4. Denominator: All patients aged 18 years and older who had at least one (1) medical visit during the measurement year.

2.5.2. Percent of patients aged 3 through 17 who had evidence of BMI percentile documentation AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year (UDS).

2.5.2.1. Numerator: Number of patients in the denominator who had their BMI percentile (not just BMI or height and weight) documented during the measurement year AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year.

2.5.2.2. Denominator: Number of patients who were one year after their second birthday (i.e., were 3 years of age) through adolescents who were aged up to one year past their 16th birthday (i.e., up until they were 17) at some point during the measurement year, who had at least one medical visit during the reporting year, and were seen by the health center for the first time prior to their 17th birthday.

2.6. **Preventive Health: Tobacco Screening**

2.6.1. Percent of patients aged 18 years and older who were screened for tobacco use at least once during the measurement year or prior year AND who received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user (UDS).

2.6.1.1. Numerator: Number of patients in the denominator for whom documentation demonstrates that patients were queried about their tobacco use one or more times during their most recent visit OR within twenty-four (24) months of the most recent visit and received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user.

2.6.1.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.6.1.4. Definitions:

2.6.1.4.1. Tobacco Use: Includes any type of tobacco.

2.6.1.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy.

2.6.2. Percent of women who are screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user (NH MCHS).

2.6.2.1. Numerator: Pregnant women who were screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user.

2.6.2.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.2.3. Denominator: All women who delivered a live birth in the measurement year.

2.7. At Risk Population: Hypertension

2.7.1. Percentage of patients aged 18 through 85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90mmHG) during the measurement year (NQF 0018).

2.7.1.1. Numerator: Number of patients from the denominator with blood pressure measurement less than 140/90 mm HG at the time of their last measurement.

2.7.1.2. Denominator: Number of patients age 18 through 85 with diagnosed hypertension (must have been diagnosed with hypertension 6 or more months before the measurement date) who had at least one (1) medical visit during the measurement year. (Excludes pregnant women and patients with End Stage Renal Disease.)

2.8. Patient Safety: Falls Screening

2.8.1. Percent of patients aged 65 years and older who were screened for fall risk at least once within 12 months (NH MCHS).

2.8.1.1. Numerator: Patients who were screened for fall risk at least once within the measurement year.

2.8.1.2. Denominator: All patients aged 65 years and older seen by a health care provider within the measurement year.

2.9. SBIRT

2.9.1. SBIRT – Percent of patients aged 18 years and older who were screened for substance use, using a formal valid screening tool, during any medical visit AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.1.1. Numerator: Number of patients in the denominator who were screened for substance use, using a formal valid screening tool, during any medical visit AND if positive, who received a brief intervention and/or referral to services.

2.9.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.9.1.4. Definitions:

2.9.1.4.1. Substance Use: Includes any type of alcohol or drug.

2.9.1.4.2. Brief Intervention: Includes guidance or counseling.

2.9.1.4.3. Referral to Services: Includes any recommendation of direct referral for substance abuse services.

2.9.2. Percent of pregnant women who were screened, using a formal, valid screening tool, for substance use, during every trimester they are enrolled in the prenatal program AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.2.1. Numerator: Number of women in the denominator who were screened for substance use, using a formal and valid screening tool, during each trimester that they were enrolled in the prenatal program AND if positive, received a brief intervention or referral to services

2.9.2.2. Numerator Note: numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.2.3. Denominator: Number of women enrolled in the agency prenatal program and who had a live birth during the measurement year.

Contractor Initials: MW

Date: 3/4/20

Exhibit B-4 Amendment #1
Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: Weeks Medical Center

Budget Request for: Primary Care Services
(name of RFP)

Budget Period: 04/01/2020 to 06/30/2020

Line Item	Total Program Cost: Direct Incremental	Total Program Cost: Indirect Fixed	Total Program Cost: Total	Contractor Share / Match: Direct Incremental	Contractor Share / Match: Indirect Fixed	Contractor Share / Match: Total	Funded by DHHS contract share: Direct Incremental	Funded by DHHS contract share: Indirect Fixed	Funded by DHHS contract share: Total
1. Total Salary/Wages	$ 83,770.80	$ -	$ 83,770.80	$ 62,629.80	$ -	$ 62,629.80	$ 21,141.00	$ -	$ 21,141.00
2. Employee Benefits	$ 20,942.85	$ -	$ 20,942.85	$ 20,942.85	$ -	$ 20,942.85	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ 15,706.99	$ -	$ 15,706.99	$ 15,706.99	$ -	$ 15,706.99	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 120,420.64	$ -	$ 120,420.64	$ 99,279.64	$ -	$ 99,279.64	$ 21,141.00	$ -	$ 21,141.00
Indirect As A Percent of Direct		0.0%							

Exhibit B-5 Amendment #1
Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: Weeks Medical Center

Budget Request for: Primary Care Services
(Name of RFP)

Budget Period: 07/01/2020 to 06/30/2021

Line Item	Total Program Cost: Direct Incremental	Total Program Cost: Indirect Fixed	Total Program Cost: Total	Contractor Share / Match: Direct Incremental	Contractor Share / Match: Indirect Fixed	Contractor Share / Match: Total	Funded by DHHS contract share: Direct Incremental	Funded by DHHS contract share: Indirect Fixed	Funded by DHHS contract share: Total
1. Total Salary/Wages	$ 317,894.84	$ -	$ 317,894.84	$ 233,330.84	$ -	$ 233,330.84	$ 84,564.00	$ -	$ 84,564.00
2. Employee Benefits	$ 79,473.71	$ -	$ 79,473.71	$ 79,473.71	$ -	$ 79,473.71	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ 59,805.28	$ -	$ 59,805.28	$ 59,805.28	$ -	$ 59,805.28	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specify details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 456,973.83	$ -	$ 456,973.83	$ 372,409.83	$ -	$ 372,409.83	$ 84,564.00	$ -	$ 84,564.00
Indirect As A Percent of Direct		0.0%							

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WEEKS MEDICAL CENTER is a New Hampshire Trade Name registered to transact business in New Hampshire on March 05, 1993. 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: 187656
Certificate Number: 0004814994

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of February A.D. 2020.

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Sarah Desrochers, hereby certify that:

1. I am a duly elected Officer of Weeks Medical Center.

2. The following is a true copy of a vote taken at a meeting of the Board of Trustees, duly called and held on February 25, 2020 at which a quorum of the Trustees were present and voting.

VOTED: That Michael D. Lee (may list more than one person) is duly authorized on behalf of Weeks Medical Center to enter into contracts or agreements with the State 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 termination 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: 02/25/2020

Signature of Elected Officer
Name: Sarah Desrochers
Title: Chair, Board of Trustees

STATE OF NEW HAMPSHIRE

County of Coos

The foregoing instrument was acknowledged before me this 25th day of February, 2020 by Sarah Desrochers.

Lisa M. Tetreault
Notary Public

(NOTARY SEAL)

Commission Expires: 11.14.23

Rev. 09/23/19

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/06/2020

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 Willis Towers Watson Northeast, Inc. fka Willis of Massachusetts, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED Weeks Medical Center 173 Middle Street Lancaster, NH 03584	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: National Fire & Marine Insurance Company — 20079 INSURER B: New Hampshire Employers Insurance Company — 13083 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W15687054 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			HN017659	10/01/2019	10/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 1,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		ECC-600-4000173-2019A	10/01/2019	10/01/2020	☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

NH DHHS
129 Pleasant Street
Concord, NH 03301

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.

AUTHORIZED REPRESENTATIVE

Julia M Powers

Mission Statement

Weeks Medical Center's compassionate staff is committed to providing high quality and efficient health care services to ensure the well-being of our patients, families and communities.

In partnership with our communities, Weeks promotes health by;

- acknowledging that health is physical, spiritual and emotional
- emphasizing personal prevention, education and health information
- working closely with human services providers and local governments
- being closely involved with schools, businesses and churches
- actively participating in community organizations and activities
- learning about local health care needs through listening to all of our communities

Weeks strives to meet those health care needs by;

- matching our services to the needs of the individuals in our communities
- insuring timely access to health care
- providing as many services as possible locally
- delivering those services throughout our communities—in schools, businesses, homes, clinics—as well as in our modern, well-equipped Lancaster facility
- providing smoothly coordinated access to services which cannot be provided locally
- managing health care costs so that local access to health care is protected
- attracting and retaining highly trained, enthusiastic staff members
- satisfying the individuals we serve

BerryDunn

[redacted]

Weeks Medical Center

FINANCIAL STATEMENTS

September 30, 2019 and 2018

With Independent Auditor's Report

[redacted]

WEEKS MEDICAL CENTER AND
LANCASTER PATIENT CARE CENTER

September 30, 2019 and 2018

Table of Contents

BerryDunn

INDEPENDENT AUDITOR'S REPORT

The Board of Trustees
Weeks Medical Center and
Lancaster Patient Care Center

We have audited the accompanying consolidated financial statements of Weeks Medical Center and Lancaster Patient Care Center (collectively, the Organization), which comprise the consolidated balance sheets as of September 30, 2019 and 2018, and the related consolidated statements of operations, 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 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. 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 consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of September 30, 2019 and 2018, 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.

The Board of Trustees
Weeks Medical Center and
Lancaster Patient Care Center

Other Matters

Change In Accounting Principle

As discussed in Note 2 to the consolidated financial statements, during the year ended September 30, 2019 the Organization adopted new accounting guidance, Financial Accounting Standards Board Accounting Standards Update No. 2016-14, *Not-for-Profit Entities (Topic 958), Presentation of Financial Statements of Not-for-Profit Entities*. Our opinion is not modified with respect to this matter.

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. Schedules 1 and 2 are presented for purposes of additional analysis of the consolidated financial statements rather than to present the financial position and results of operations of the individual entities and are not a required part of the consolidated 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 consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated 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 consolidated financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
December 20, 2019

WEEKS MEDICAL CENTER AND
LANCASTER PATIENT CARE CENTER

Consolidated Balance Sheets

September 30, 2019 and 2018

ASSETS

	2019	2018
Current assets		
Cash and cash equivalents	$ 10,919,137	$ 11,078,281
Patient accounts receivable, net	5,259,545	3,826,836
Other accounts receivable, net	861,372	844,966
Due from related parties	713,772	-
Current portion of assets limited as to use	4,211,202	2,571,291
Prepaid expenses, supplies, and other current assets	2,195,433	2,279,984
Total current assets	24,160,461	20,601,358
Assets limited as to use, excluding current portion	26,602,698	28,351,498
Note receivable	9,534,913	-
Property and equipment, net	25,140,923	14,841,984
Total assets	$ 85,438,995	$ 63,794,840

LIABILITIES AND NET ASSETS

Current liabilities		
Current portion of long-term debt	$ 562,040	$ 444,000
Accounts payable and accrued expenses	2,921,268	1,883,574
Accrued salaries and related amounts	2,489,802	2,078,184
Other current liabilities	125,308	393,118
Estimated third-party payor settlements	6,476,640	5,894,631
Total current liabilities	12,575,058	10,693,507
Long-term debt, excluding current portion	23,044,634	6,676,880
Estimated third-party payor settlements	9,594,828	10,074,756
Total liabilities	45,214,520	27,445,143
Net assets		
Without donor restrictions	38,138,735	34,824,702
With donor restrictions	2,085,740	1,524,995
Total net assets	40,224,475	36,349,697
Total liabilities and net assets	$ 85,438,995	$ 63,794,840

The accompanying notes are an integral part of these financial statements.

WEEKS MEDICAL CENTER AND
LANCASTER PATIENT CARE CENTER

Consolidated Statements of Operations

Years Ended September 30, 2019 and 2018

	2019	2018
Revenues, gains, and other support without donor restrictions		
Patient service revenue (net of contractual allowances and discounts)	$ 50,690,110	$ 47,920,708
Less provision for bad debts	1,829,918	1,726,823
Net patient service revenue	48,860,192	46,193,885
Other revenues	5,545,150	4,410,689
Net assets released from restrictions for operations	81,122	44,605
Total revenues, gains and other support without donor restrictions	54,486,464	50,649,179
Expenses		
Salaries, wages and fringe benefits	32,164,479	29,651,873
Contract labor	1,037,903	1,103,392
Supplies and other	15,234,080	13,197,518
Medicaid enhancement tax	1,838,639	1,729,590
Depreciation	1,832,426	1,826,546
Interest	469,435	271,842
Total expenses	52,576,962	47,780,761
Operating income	1,909,502	2,868,418
Nonoperating gains (losses)		
Income from investments, net	1,519,824	2,215,814
Gifts without donor restrictions, net of expenses	81,922	791
Community benefit and contribution expense	(197,215)	(192,301)
Recovery of written-off related party receivables	-	17,669
Net nonoperating gains	1,404,531	2,041,973
Excess of revenues, gains, other support, and nonoperating gains over expenses	3,314,033	4,910,391
Net assets released from restrictions for capital acquisitions	-	4,395
Increase in net assets without donor restrictions	$ 3,314,033	$ 4,914,786

WEEKS MEDICAL CENTER AND LANCASTER PATIENT CARE CENTER

Consolidated Statements of Changes in Net Assets

Years Ended September 30, 2019 and 2018

	Without Donor Restrictions	With Donor Restrictions	Total
Balances, October 1, 2016	$ 29,909,916	$ 1,320,727	$ 31,230,643
Excess of revenues over expenses and increase in unrestricted net assets	4,910,391	-	4,910,391
Contributions		253,970	253,970
Investment loss, net	-	(702)	(702)
Net assets released from restrictions for operations	-	(44,605)	(44,605)
Net assets released from restrictions for capital acquisition	4,395	(4,395)	-
Increase in net assets	4,914,786	204,268	5,119,054
Balances, September 30, 2018	34,824,702	1,524,995	36,349,697
Excess of revenues, gains and other support over expenses and nonoperating gains	3,314,033	-	3,314,033
Contributions	-	626,933	626,933
Investment income, net	-	14,934	14,934
Net assets released from restrictions for operations	-	(81,122)	(81,122)
Increase in net assets	3,314,033	560,745	3,874,778
Balances, September 30, 2019	$ 38,138,735	$ 2,085,740	$ 40,224,475

The accompanying notes are an integral part of these financial statements.

WEEKS MEDICAL CENTER AND LANCASTER PATIENT CARE CENTER

Consolidated Statements of Cash Flows

Years Ended September 30, 2019 and 2018

	2019	2018
Cash flows from operating activities		
Change in net assets	$ 3,874,778	$ 5,119,054
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	1,839,527	1,833,647
Loss (gain) on sale of equipment	4,475	(24,387)
Provision for bad debts	1,629,918	1,726,823
Recovery of written-off related party receivables	-	(17,669)
Realized and unrealized gains on investments	(791,964)	(1,628,459)
Increase in		
Patient accounts receivable, net	(3,262,627)	(1,412,279)
Other accounts receivable	(16,406)	(312,215)
Due from related parties	(713,772)	-
Prepaid expenses, supplies, and other current assets	84,551	(608,749)
Increase (decrease) in		
Accounts payable and accrued expenses	1,113,159	331,270
Accrued salaries related amounts	411,618	(145,225)
Other current liabilities	(267,810)	98,754
Estimated third-party payor settlements	102,081	3,079,162
Net cash provided by operating activities	4,207,528	8,039,727
Cash flows from investing activities		
Proceeds from sale of equipment	-	41,000
Purchases of property and equipment	(12,211,305)	(2,386,338)
Change in related party note receivable	-	17,669
Proceeds from sales of assets limited as to use	4,964,648	5,910,547
Purchase of assets limited as to use	(4,063,795)	(6,443,144)
Advance on note receivable	(9,534,913)	-
Net cash used by investing activities	(20,845,365)	(2,860,266)
Cash flows from financing activities		
Proceeds from issuance of long-term debt	17,581,750	-
Repayments of long-term debt	(518,050)	(417,000)
Payment of deferred financing fees	(585,007)	-
Net cash provided (used) by financing activities	16,478,693	(417,000)
Net (decrease) increase in cash and cash equivalents	(159,144)	4,762,461
Cash and cash equivalents, beginning of year	11,078,281	6,315,820
Cash and cash equivalents, end of year	$ 10,919,137	$ 11,078,281
Supplemental disclosure of cash flow information		
Cash paid for interest	$ 462,334	$ 264,741

Supplemental disclosure of noncash transactions

Purchases of property and equipment of $75,465 are included in accounts payable and accrued expenses at September 30, 2018.

The accompanying notes are an integral part of these financial statements.

WEEKS MEDICAL CENTER AND LANCASTER PATIENT CARE CENTER

Notes to Consolidated Financial Statements

September 30, 2019 and 2018

1. Organization

Weeks Medical Center (Hospital), a New Hampshire not-for-profit corporation, provides medical services on an inpatient and outpatient basis in Northern New Hampshire.

On June 30, 2015, Weeks Medical Center, along with three other hospitals in the North Country (Androscoggin Valley Hospital (AVH), Upper Connecticut Valley Hospital (UCVH), and Littleton Regional Healthcare (LRH)), signed an Affiliation Agreement. During that same week, the Boards of each of the hospitals approved the Affiliation documents which consist of an Affiliation Agreement, a Management Services Agreement, and Bylaw changes. The application to the New Hampshire Attorney General's office and Charitable Trust Unit was approved in December 2015. Effective September 30, 2019, LRH withdrew from the affiliation.

Effective April 1, 2016, North Country Healthcare, Inc. (NCHI), became the sole corporate member of the Hospital. NCHI is also the parent company of AVH, UCVH, LRH (through September 30, 2019) and North Country Home Health & Hospice Agency, Inc. Any and all activity with these entities is disclosed as related party transactions.

On October 2, 2018, Lancaster Patient Care Center (LPCC), a 501(c)(3) nonprofit corporation, was formed for the purpose of securing new financing related to the construction of a new Lancaster Patient Care Center on the Weeks Medical Center campus. LPCC is a wholly-controlled subsidiary of Weeks Medical Center.

2. Summary of Significant Accounting Policies

Principles of Consolidation and Reporting Entity

The consolidated financial statements include the accounts of Weeks Medical Center and Lancaster Patient Care Center (collectively referred to as the Organization). Intercompany accounts and transactions have been eliminated in the consolidated financial statements.

Basis of Financial Statement Presentation

Net assets and revenues, expenses, gains and losses are classified based on the existence or absence of donor-imposed restrictions in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification Topic (ASC) 958, *Not-for-Profit Entities*. The Organization reports information regarding its financial position and activities according the following net asset classification:

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 Organization. These net assets may be used at the discretion of Organization management and the Board of Trustees.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statements of operations.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents include all cash in banks and certificates of deposit with an original maturity of three months or less, excluding amounts whose use is limited by Board designation or amounts included in net assets with donor restrictions.

Patient Accounts Receivable

Patient accounts receivable are carried at the amount management expects to collect from outstanding balances.

Patient receivables are periodically evaluated for collectibility based on credit history and current financial condition. Provisions for losses on receivables are determined on the basis of loss experience, known and inherent risks, estimated value of collateral and current economic conditions. The Hospital uses the allowance method to account for uncollectible accounts receivable.

In evaluating the collectibility of accounts receivable, the Hospital analyzes past results and identifies trends for each major payor source of revenue for the purpose of estimating the appropriate amounts of the allowance for doubtful accounts and the provision for bad debts. Data in each major payor source are regularly reviewed to evaluate the adequacy of the allowance for doubtful accounts. Specifically, for receivables relating to services provided to patients having third-party coverage, an allowance for doubtful accounts and a corresponding provision for bad debts are established at varying levels based on the age of the receivables and the payor source. For receivables relating to self-pay patients, a provision for bad debts is made in the period services are rendered based on experience indicating the inability or unwillingness of patients to pay amounts for which they are financially responsible. Actual write-offs are charged against the allowance for doubtful accounts.

Supplies

Supplies are carried at the lower of cost (determined by the first-in, first-out method) or market.

Assets Limited as to Use

Assets limited as to use include designated assets set aside by the Board of Trustees for future capital improvements over which the Board retains control, and which it may at its discretion subsequently use for other purposes. Also included in assets limited to use are funds set aside to fund any potential amounts owed back given the uncertainty of payments received as a disproportionate share hospital. Assets limited as to use that are designated for future capital improvements are reflected as long-term assets on the balance sheets.

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 balance sheets. Management has adopted FASB ASC 825-10-35-4, *Financial Instruments-Overall-Subsequent Measurement*, and has elected the fair value option relative to its investments to simplify the presentation of investment return in the statement of operations, and consolidates all investment performance activity within the nonoperating gains section of the statements of operations.

Donor-restricted investment income and gains on donor-restricted investments are recorded within net assets with donor restrictions until expended in accordance with the donor's restrictions.

Property and Equipment

Property and equipment acquisitions are recorded at cost, or if contributed, at fair market value determined at the date of donation. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed using the straight-line method. Interest cost incurred on borrowed funds during the period of construction of capital assets is capitalized as a component of the cost of acquiring those assets.

Gifts of long-lived assets, such as land, buildings or equipment, are reported as support without donor restrictions unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as support with donor restrictions. The Organization reports expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Net Patient Service Revenue

The Hospital has agreements with third-party payors that provide for payments to the Hospital at amounts different from established rates. Payment arrangements include prospectively determined rates per discharge, reimbursed costs, discounted charges and per diem rates. Net patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors and

others for services rendered, including retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods, as final settlements are determined. Management believes that adequate provision has been made for adjustments that may result from final determination of amounts earned under these programs.

Medicaid Enhancement Tax

In New Hampshire, hospitals are subject to a 5.45% tax, the Medicaid Enhancement Tax, on net taxable revenues.

Charity Care

The Hospital provides care, without charge, or at amounts less than its established rates, to patients who meet certain criteria under its charity care policy. The criteria for charity care consider such factors as family income and net worth. Because the Hospital does not pursue collection of amounts determined to qualify as charity care, they are not reported in net revenue.

Excess of Revenues, Gains, Other Support, and Nonoperating Gains Over Expenses

The statements of operations include excess of revenues, gains, other support, and nonoperating gains over expenses. Changes in net assets without donor restrictions which are excluded from this measure, consistent with industry practice, are net assets released from restrictions for capital acquisitions.

Contributions

The Organization reports gifts of cash and other assets as support with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. As donor-stipulated time restrictions end or purpose restrictions are accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of operations as net assets released from restrictions.

Contributions, including unconditional promises to give, are recognized as support in the period received. Conditional promises to give are not recognized until the conditions on which they depend are substantially met. Contributions of assets other than cash are recorded at their estimated value at the date received.

Contributions to be received after one year are discounted using a rate of interest commensurate with the risk involved for instruments of similar duration. Amortization of the discount is recorded as additional contribution revenue in accordance with donor-imposed restrictions, if any, on the contributions. An allowance for uncollectible contributions receivable is provided based upon management's judgment, including such factors as prior collection history, type of contribution, and nature of fundraising activity.

Contributions received with donor-imposed restrictions that are met in the same year as received are reported as support without donor restrictions.

Income Taxes

The Hospital and LPCC are not-for-profit corporations as described in Section 501(c)(3) of the Internal Revenue Code, and, as such, are exempt from federal income taxes on related income.

Nonoperating Gains (Losses)

Activities, other than in connection with providing healthcare services, are considered nonoperating. Nonoperating gains and losses consist primarily of income on invested funds, gifts without donor restrictions, community benefit and contribution expense and recovery of written-off related party receivables.

Newly Adopted Accounting Pronouncement

In 2019, the Organization adopted FASB Accounting Standards Update (ASU) No. 2016-14, Presentation of Financial Statements of Not-for-Profit Entities (Topic 958), which made targeted changes to the not-for-profit financial reporting model. The ASU marks the completion of the first phase of a larger project aimed at improving not-for-profit financial reporting. Under new ASU, net asset reporting is streamlined and clarified. The existing three category classification of net assets is replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions." New disclosures highlight restrictions on the use of resources that make otherwise liquid assets unavailable for meeting near-term financial requirements. The ASU also imposes several new requirements related to reporting expenses including the disclosure of expenses by function. New or revised disclosures in the financial statements include Note 2 - Summary of Significant Accounting Policies (Basis of Financial Statement Presentation), Note 3 - Liquidity and Availability of Financial Assets, Note 7 - Assets Limited as to Use, Note 12 - Net Assets with Donor Restrictions, and Note 14 - Functional Expenses. The adoption of the ASU had no impact on previously reported net total assets or changes therein.

Subsequent Events

Management has considered transactions or events through December 20, 2019, which was the date the financial statements were available to be issued. Management has not considered transactions or events subsequent to this date for inclusion in the financial statements.

3. Liquidity and Availability of Financial Assets

The Organization had working capital of $11,585,403 and $9,907,851 at September 30, 2019 and 2018, respectively. The Organization had average days (based on normal expenditures) cash and cash equivalents on hand of 79 and 89 at September 30, 2019 and 2018, respectively.

The Organization seeks to operate with a balanced budget with the goal of generating sufficient net patient service revenue and cash flows, in addition to financial assets available to meet general expenditures over the next 12 months, to allow the Organization to be sustainable to support its mission and vision.

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses and capital construction costs not financed with debt, were as follows as of September 30:

	2019	2018
Cash and cash equivalents	$ 10,919,137	$ 11,078,281
Patient accounts receivable, net	5,259,545	3,826,836
Other receivables	861,372	844,966
Due from related parties	713,722	-
	17,753,776	15,750,083
Less: donor restricted cash	(862,208)	(301,032)
Financial assets available to meet general expenditures within one year	$ 16,891,568	$ 15,449,051

The Organization has other assets limited as to use of $30,813,900 and $30,922,789 at September 30, 2019 and 2018, respectively, that are assets restricted by donors or set aside by the Board of Trustees for future capital improvements and other purposes. These assets limited as to use are not available for general expenditure within the next year, however, the internally designated amounts could be made available, if necessary.

4. Net Patient Service Revenue and Patient Accounts Receivable

Net Patient Service Revenue

Patient service revenue is reported net of contractual allowances and other discounts as follows for the years ended September 30:

	2019	2018
Gross patient service revenue	$ 89,385,160	$ 84,681,862
Less contractual allowances	(37,558,404)	(35,708,914)
Less charity care	(1,136,646)	(1,052,240)
Patient service revenue (net of contractual allowances and discounts)	50,690,110	47,920,708
Less provision for bad debts	1,829,918	1,726,823
Net patient service revenue	$ 48,860,192	$ 46,193,885

The Hospital has agreements with third-party payors that provide for payments to the Hospital at amounts different from its established rates. A summary of the payment arrangements with major third-party payors follows:

Medicare

The Hospital is a Critical Access Hospital (CAH). Under the CAH program, the Hospital is reimbursed at 101% of allowable costs for its inpatients and most outpatient services provided to Medicare patients. The Hospital is reimbursed at tentative rates with final determination after submission of annual cost reports by the Hospital and audits thereof by the Medicare fiscal intermediary. The Hospital's Medicare cost reports have been audited by the fiscal intermediary through September 30, 2014.

Medicaid

Inpatient services rendered to Medicaid program beneficiaries are reimbursed under prospectively determined per-diem rates. The prospectively determined per-diem rates are not subject to retroactive adjustment. Outpatient services rendered to Medicaid beneficiaries are reimbursed on a cost reimbursement methodology and a national fee schedule for certain services. The Hospital is reimbursed for outpatient services at a tentative rate with final settlement determined after submission of annual cost reports by the Hospital and audits thereof by the fiscal intermediary. The Hospital's Medicaid cost reports have been audited by the fiscal intermediary through September 30, 2013.

Anthem

Inpatient and outpatient services rendered to Anthem subscribers are reimbursed based on standard charges less a negotiated discount, except for lab, radiology, and physician services which are reimbursed on fee schedules.

The Hospital has also entered into payment agreements with certain commercial insurance carriers and health maintenance organizations. The basis for payment to the Hospital under these agreements includes prospectively determined rates, discount from charges and prospectively determined daily rates.

Revenue from the Medicare and Medicaid programs accounted for approximately 58% and 13%, respectively, of the Hospital's net patient service revenue for the year ended 2019, and 58% and 10%, respectively, of the Hospital's net patient service revenue for the year ended 2018. Laws and regulations governing the Medicare and Medicaid programs are extremely complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount in the near term. Net patient service revenue increased approximately $240,000 and $203,000 in 2019 and 2018, respectively, due to differences in settlements from amounts previously estimated.

The Hospital recognizes patient service revenue relating to services rendered to patients having third-party payor coverage on the basis of contractual rates for such services. For services rendered to self-pay or uninsured patients, revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay patients, a provision for bad debts is recorded based on experience and the effects of newly-identified circumstances and trends in pay rates. Patient service revenue, net of contractual allowances and discounts, but before the provision for bad debts, recognized during 2019 totaled $50,690,110, of which $48,074,477 was revenue from third-party payors and $2,615,633 was revenue from self-pay patients. Patient service revenue, net of contractual allowances and discounts, but before the provision for bad debts, recognized during 2018 totaled $47,920,708, of which $45,737,050 was revenue from third-party payors and $2,183,658 was revenue from self-pay patients.

Under the State of New Hampshire's Medicaid program, the Hospital recognizes disproportionate share payment revenue which amounted to $3,099,075 and $2,951,724 for 2019 and 2018, respectively, and is recorded in net patient service revenue. Because the methodologies used to determine disproportionate share payments remain unsettled, the Hospital has reserved a portion of the amounts received.

Long-term estimated third-party payor settlements consist of estimates related to Medicare's potential disallowance of Medicaid enhancement tax as an allowable cost and state disproportionate share pending settlements. Due to unresolved issues at the federal level for both matters, the Hospital has classified the balances as long-term.

Charity Care

The Hospital provides services without charge or at amounts less than the established rates, to parties who meet the criteria of its charity care policy. The criteria for charity care measures family income against the income poverty guidelines established by the U.S. Department of Health and Human Services (DHHS).

Discounts are provided based on the relationship of family size and income level against the income poverty guidelines established by DHHS and as set forth in the charity care policy.

The net cost of charity care provided was approximately $669,000 and $595,000 for the years ended September 30, 2019 and 2018, respectively. The total cost estimate is based on an overall cost to charge ratio applied against gross charity care charges. In 2019 and 2018, 1.3% and 1.2%, respectively, of all services as defined by percentage of gross revenue was provided on a charity care basis.

In 2019, of a total of 564 inpatients, 52 received their entire episode of service on a charity care basis. In 2018, of a total of 571 inpatients, 56 received their entire episode of service on a charity care basis.

In 2019, of a total of 93,437 outpatients, 3,914 received their entire episode of service on a charity care basis. In 2018, of a total of 92,006 outpatients, 4,240 received their entire episode of service on a charity care basis.

Patient Accounts Receivable

Patient accounts receivable is stated net of estimated contractual allowances and allowances for doubtful accounts as of September 30 as follows:

	2019	2018
Gross patient accounts receivable	$ 10,742,884	$ 8,452,039
Less: Estimated contractual allowances	(4,137,220)	(3,279,092)
Estimated allowance for doubtful accounts	(1,346,119)	(1,346,111)
Net patient accounts receivable	$ 5,259,545	$ 3,826,836

The composition of the estimated allowance for doubtful accounts at September 30 is as follows:

	2019	2018
Self-pay patients	$ 865,341	$ 840,667
All other payors	480,778	505,444
	$ 1,346,119	$ 1,346,111

Self-pay write-offs increased from $1,947,564 to $2,230,521 during 2019 and increased from $1,934,321 to $1,947,564 during 2018. Such changes resulted from trends experienced in the collection of amounts from self-pay patients and third-party payors.

5. **Property and Equipment**

The major categories of property and equipment are as follows:

	2019	2018
Land and improvements	$ 2,355,044	$ 2,355,044
Buildings	14,329,703	14,196,027
Fixed equipment - buildings and improvements	13,740,655	13,655,379
Fixed equipment - departmental	476,285	476,285
Major movable equipment	15,035,923	14,218,622
Construction in progress	11,488,099	569,395
	57,425,709	45,470,752
Less: accumulated depreciation	32,284,786	30,628,768
	$ 25,140,923	$ 14,841,984

Construction in progress as of September 30, 2019 consists of costs related to the construction of the Lancaster Patient Care Center. The project is expected to be completed in fiscal year 2020 and the total estimated cost left to complete the project is approximately $13,000,000.

6. Note Receivable

As part of its financing for the Lancaster Patient Care Center (LPCC), the Hospital loaned $9,534,913 to Twain Investment Fund 328, LLC (Twain), an unrelated party who then invested approximately $14 million in 20 VRV 2008, LLC, another unrelated party, as part of a new markets tax credit arrangement. 20 VRV 2008 then loaned LPCC $13,581,750 as discussed in Note 9. The loan was made on November 14, 2018, has a 30-year term, and accrues interest at 1.213%. Interest accrues monthly with interest-only payments of $9,638 due quarterly through September 2027, at which time monthly quarterly payments of $44,314, including interest, are due until the maturity date of December 10, 2047.

7. Assets Limited as to Use

Assets limited as to use consisted of the following as of September 30:

	2019	2018
Board designated - general investments	$ 21,403,484	$ 22,197,006
Board designated - designated for third party settlements	7,846,930	7,501,820
Restricted reserve	339,954	
Donor restricted funds	1,223,532	1,223,963
	30,813,900	30,922,789
Less current portion	(4,211,202)	(2,571,291)
	$ 26,602,698	$ 28,351,498

The composition of assets limited as to use consisted of the following as of September 30:

	2019	2018
Mutual funds	$ 5,623,781	$ 5,360,542
Marketable equity securities	9,861,874	9,683,943
Fixed income securities	4,541,489	4,064,067
	20,027,144	19,108,552
Cash and cash equivalents and certificates of deposit	10,786,756	11,814,237
	$ 30,813,900	$ 30,922,789

Endowment

Return Objectives and Risk Parameters

The Organization has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the Organization must hold in perpetuity or for a donor-specified period. Under this policy, as approved by the Board of Trustees, the endowment assets are invested in a manner that is intended to produce results that exceed the price and yield results of the Standard & Poor's 500 index while assuming a moderate level of investment risk. The Organization expects its endowment funds, over time, to provide an average rate of return of approximately Consumer Price Index plus 2% annually. Actual returns in any given year may vary from this amount.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Organization relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Organization targets a diversified asset allocation that places a weighted ratio on equity-based and fixed income investments to achieve its long-term return objectives within prudent risk constraints, as follows:

Common stock	30% - 70%
Fixed income	30% - 70%
Cash	0% - 20%

Appropriations are determined by the Board of Trustees from time to time.

Uniform Prudent Management of Institutional Funds Act

Effective July 1, 2008, the State of New Hampshire adopted the Uniform Prudent Management of Institutional Funds Act enacted as Revised Statutes Annotated (RSA) Chapter 292-B. This RSA provides guidance and special rules for the management of endowment funds. The Organization has interpreted this RSA to require that unexpended investment income on net assets with donor restrictions of perpetual duration is required to be reported as net assets with donor restrictions temporary in nature until expended.

Endowment (donor-restricted) net asset composition by type of fund and activity therein are as follows as of and for the years ended September 30:

	Net Assets with Donor Restrictions		
	Accumulated Appreciation of Funds of Perpetual Duration	Funds of Perpetual Duration	Total
Balances, October 1, 2017	$ 142,259	$ 911,914	$ 1,054,173
Investment return:			
Investment loss, net	(2,332)	-	(2,332)
Net depreciation (realized and unrealized)	(11,244)	-	(11,244)
Total investment loss	(13,576)	-	(13,576)
Balances, September 30, 2018	128,683	911,914	1,040,597
Investment return:			
Investment loss, net	(2,278)	-	(2,278)
Net appreciation (realized and unrealized)	385	-	385
Total investment loss	(1,893)	-	(1,893)
Balances, September 30, 2019	$ 126,790	$ 911,914	$ 1,038,704

8. Fair Value Measurement

FASB ASC 820, *Fair Value Measurement*, defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. FASB ASC 820 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value:

Level 1 - Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2 - Significant other observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3 - Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

Assets and liabilities measured at fair value on a recurring basis are summarized below.

	Fair Value Measurements at September 30, 2019		
	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
Cash and cash equivalents	$ 4,262,665	$ 4,262,665	$ -
Certificates of deposit	6,524,091	6,524,091	-
Marketable equity securities	9,861,874	9,861,874	-
Mutual funds	5,623,781	5,623,781	-
Corporate bonds	457,932	-	457,932
U.S. Treasury obligations and government securities	4,083,557	4,083,557	-
Total assets at fair value	$ 30,813,900	$ 30,355,968	$ 457,932

	Fair Value Measurements at September 30, 2018		
	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
Cash and cash equivalents	$ 8,291,533	$ 8,291,533	$ -
Certificates of deposit	3,522,704	3,522,704	-
Marketable equity securities	9,683,943	9,683,943	-
Mutual funds	5,360,542	5,360,542	-
Corporate bonds	402,089	-	402,089
U.S. Treasury obligations and government securities	3,661,978	3,661,978	-
Total assets at fair value	$ 30,922,789	$ 30,520,700	$ 402,089

The fair value for Level 2 assets is primarily based on market prices of comparable securities, interest rates, and credit risk. Those techniques are significantly affected by the assumptions used, including the discount rate and estimates of future cash flows. Accordingly, the fair value estimates may not be realized in an immediate settlement of the instrument.

9. Borrowings

Long-term debt consisted of the following as of September 30:

	2019	2018
Business Finance Authority of the State of New Hampshire variable rate (3.97% at September 30, 2019) Hospital Revenue Series 2010 Bonds due September 2030. Payments are due in monthly installments of $37,000, including interest, through September 2030; collateralized by substantially all of the property and equipment of the Hospital. These bonds are held by Passumpsic Bank.	$ 6,761,500	$ 7,205,500
5.5% mortgage payable to Passumpsic Savings Bank, in monthly installments of $27,585, including interest, through December 1, 2038; collateralized by mortgaged property.	3,925,950	-
Total, Weeks Medical Center	10,687,450	7,205,500

	2019	2018
1.0% note payable to 20 VRV 2008, LLC, a Vermont limited liability company. Interest-only payments of $3,372 are due quarterly through January 1, 2027 at which time payments of $13,777, including interest, are due quarterly until the maturity date of December 31, 2053. Collateralized by a building.	4,046,837	
1.0% note payable to 20 VRV 2008, LLC, a Vermont limited liability company. Interest-only payments of $23,837 are due quarterly through January 1, 2027 at which time payments of $33,617, including interest, are due quarterly until the maturity date of December 31, 2053. Collateralized by a building.	9,534,913	-
Total, LPCC	13,581,750	-
	24,269,200	7,205,500
Less unamortized debt issuance costs	(662,526)	(84,620)
Less current maturities	(562,040)	(444,000)
	$23,044,634	$ 6,676,880

The bond and notes payable agreements require that the Organization meet certain covenants. As of September 30, 2019 and 2018, the Organization was in compliance with these covenants.

Estimated maturities for long-term debt in subsequent fiscal years from September 30, 2019 are as follows:

2020	$ 562,040
2021	634,699
2022	641,733
2023	686,664
2024	732,014
Thereafter	21,012,050
	$ 24,269,200

10. Retirement Plan

The Organization is part of the North Country Healthcare Retirement Plan that covers substantially all full-time employees and part-time employees who work over 1,000 hours. Contributions are computed as a percentage of earnings and are funded as accrued. The pension plan expense for the years ended September 30, 2019 and 2018 was $453,913 and $413,415, respectively.

11. Commitments and Contingencies

Liability Insurance Coverage

The Hospital insures its comprehensive general liability and professional liability exposures on a claims-made basis, including prior acts coverage, with a commercial carrier. The Hospital is subject to a claim which is in the discovery stage and for which no accrual for loss has been made as the potential for any liability is not reasonably estimable. Management believes it has meritorious defenses and will defend itself vigorously. All known significant asserted and unasserted claims alleging malpractice have been communicated to the insurer who is responsible for resolving the claim and the related costs of litigation.

GAAP requires the Hospital to accrue the ultimate cost of liability claims when the incident that gives rise to the claim occurs, without consideration of insurance recoveries. Expected recoveries are presented as a separate asset. The Hospital has evaluated its exposure to losses arising from potential claims and has accrued a liability and corresponding asset for the year ended September 30, 2019. The liability and asset are included in the balance sheet within accounts payable and accrued expenses and other current assets, respectively.

12. Net Assets with Donor Restrictions

Net assets with donor restrictions consisted of the following at September 30:

	2019	2018
Subject to expenditure for specified purpose:		
Indigent care	$ 97,910	$ 97,059
Health education	128,433	157,990
Endowment accumulated earnings	126,790	128,683
Capital campaign	820,693	229,349
	1,173,826	613,081
Funds invested in perpetuity for which the income is without donor restrictions	911,914	911,914
Total net assets with donor restrictions	$ 2,085,740	$ 1,524,995

During 2019 and 2018, net assets were released from donor restrictions by incurring expenditures satisfying the restricted purposes of capital acquisitions, indigent care and healthcare education in the amounts of $81,122 and $49,000, respectively.

13. Concentration of Credit Risk

The Organization maintains cash balances at several financial institutions. Accounts at each institution are insured by the Federal Deposit Insurance Corporation up to $250,000. At times during the year, the Organization's cash in bank exceeded insured limits. The Organization has not incurred any losses from uninsured cash in bank as of September 30, 2019.

The Hospital grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payor agreements. The mix of receivables from patients and third-party payors at September 30, 2019 and 2018 was as follows:

	2019	2018
Medicare	48 %	44 %
Medicaid	11	9
Blue Cross/HMO	10	7
Other third-party payors	14	19
Patients	17	21
	100 %	100 %

14. Functional Expenses

The consolidated financial statements report certain categories of expenses that are attributable to more than one program or support function. Therefore, these expenses require an allocation on a reasonable basis that is consistently applied. Employee benefits are allocated based on salaries and occupancy costs are allocated by square footage. Expenses related to these functions were as follows for the years ended September 30:

2019	Healthcare Services	Support Services	Total
Salaries, wages and fringe benefits	$26,428,471	$ 5,736,183	$32,164,654
Contract labor	982,728	55,174	1,037,902
Supplies and other	11,772,974	3,460,932	15,233,906
Medicaid enhancement tax	1,838,639	-	1,838,639
Depreciation	1,806,904	25,522	1,832,426
Interest	469,435	-	469,435
	$43,299,151	$ 9,277,811	$52,576,962

2018	Healthcare Services	Support Services	Total
Salaries, wages and fringe benefits	$24,508,581	$ 5,143,292	$29,651,873
Contract labor	1,103,392	-	1,103,392
Supplies and other	9,655,888	3,541,630	13,197,518
Medicaid enhancement tax	1,729,590	-	1,729,590
Depreciation	1,801,024	25,522	1,826,546
Interest	271,842	-	271,842
	$39,070,317	$ 8,710,444	$47,780,761

15. Related Party Transactions

The Hospital, along with UCVH and AVH, are corporators of Northern New Hampshire Healthcare Collaborative, Inc. (NNHHC). NNHHC was formed as a tax-exempt corporation to provide a vehicle for shared ownership arrangements among three organizations. As of January 1, 2014, operation of the hospitals' home health services was transferred to NNHHC. Upon commencement of operations of NNHHC, the Hospital advanced approximately $1 million of assets. Additional funds have been advanced to NNHHC to help fund operations. Amounts outstanding under these advances were $127,816 at September 30, 2019 and 2018 and are fully reserved. Effective December 31, 2017, NNHHC was formally dissolved.

As a member of NCHI, the Hospital shares in various services, such as shared staffing, centralized accounting, and other administrative costs, with the other member hospitals and the parent. For the year ended September 30, 2019, the Hospital billed other member hospitals $1,411,493 and was billed $1,608,463 for shared services. For the year ended September 30, 2018, the Hospital billed other member hospitals $923,705 and was billed $1,786,890 for shared services.

Total expenses incurred for services provided by other members are as follows:

	2019	2018
AVH	$ 600,694	$ 305,158
UCVH	47,377	38,005
NCHI	792,830	908,532
LRH	167,562	535,195
	$ 1,608,463	$ 1,786,890

Following is a summary of net amounts outstanding as receivables from (payables to) related parties. Net receivables at September 30, 2019 are included in due from related parties and net payables at September 30, 2018 are included accounts payable and accrued expenses in the consolidated balance sheets at September 30:

	2019	2018
AVH	$ 86,540	$ (108,864)
UCVH	31,128	(2,984)
NCHI	288,140	(89,636)
LRH	307,964	(19,382)
	$ 713,772	$ (220,866)

SUPPLEMENTARY INFORMATION

Schedule 1

WEEKS MEDICAL CENTER AND LANCASTER PATIENT CARE CENTER

Consolidating Balance Sheet

September 30, 2019

	Weeks Medical Center	Lancaster Patient Care Center	Eliminations	Total
Current assets				
Cash and cash equivalents	$ 6,864,365	$ 4,054,772	$ -	$ 10,919,137
Patient accounts receivable, net	5,259,545	-	-	5,259,545
Other accounts receivable, net	861,372	-	-	861,372
Due from related parties	775,026	-	(61,254)	713,772
Current portion of assets limited as to use	3,871,248	339,954	-	4,211,202
Prepaid expenses, supplies, and other current assets	2,195,433	-	-	2,195,433
Total current assets	19,826,989	4,394,726	(61,254)	24,160,461
Assets limited as to use, excluding current portion	26,602,698	-	-	26,602,698
Note receivable	9,534,913	-	-	9,534,913
Property and equipment, net	14,812,847	10,328,076	-	25,140,923
Total assets	$ 70,777,447	$ 14,722,802	$ (61,254)	$ 85,438,995
Current liabilities				
Current portion of long-term debt	$ 562,040	$ -	$ -	$ 562,040
Accounts payable and accrued expenses	1,766,697	1,215,825	(61,254)	2,921,268
Accrued salaries and related amounts	2,489,802	-	-	2,489,802
Other current liabilities	125,308	-	-	125,308
Estimated third-party payor settlements	6,476,640	-	-	6,476,640
Total current liabilities	11,420,487	1,215,825	(61,254)	12,575,058
Long-term debt, excluding current portion	10,037,891	13,006,743	-	23,044,634
Estimated third-party payor settlements	9,594,828	-	-	9,594,828
Total liabilities	31,053,206	14,222,568	(61,254)	45,214,520
Net assets				
Without donor restrictions	37,638,501	500,234	-	38,138,735
With donor restrictions	2,085,740	-	-	2,085,740
Total net assets	39,724,241	500,234	-	40,224,475
Total liabilities and net assets	$ 70,777,447	$ 14,722,802	$ (61,254)	$ 85,438,995

Schedule 2

WEEKS MEDICAL CENTER AND LANCASTER PATIENT CARE CENTER

Consolidating Statement of Operations

Year Ended September 30, 2019

	Weeks Medical Center	Lancaster Patient Care Center	Eliminations	Total
Revenues, gains and other support without donor restrictions				
Patient service revenue, net	$ 50,690,110	$ -	$ -	$ 50,690,110
Less provision for bad debts	1,829,918	-	-	1,829,918
Net patient service revenue	48,860,192	-	-	48,860,192
Other revenues	5,545,150	-	-	5,545,150
Net assets released from restrictions for operations	81,122	-	-	81,122
Total revenues, gains and other support without donor restrictions	54,486,464	-	-	54,486,464
Expenses				
Salaries, wages and fringe benefits	32,164,479	-	-	32,164,479
Contract labor	1,037,903	-	-	1,037,903
Supplies and other	15,233,985	95	-	15,234,080
Medicaid enhancement tax	1,838,639	-	-	1,838,639
Depreciation	1,832,426	-	-	1,832,426
Interest	469,435	-	-	469,435
Total expenses	52,576,867	95	-	52,576,962
Operating income (loss)	1,909,597	(95)	-	1,909,502
Nonoperating gains (losses)				
Income from investments, net	1,519,824	-	-	1,519,824
Gifts without donor restrictions, net	81,922	-	-	81,922
Community benefit and contribution expense	(197,215)	-	-	(197,215)
Net asset transfer	(500,329)	500,329	-	-
Net nonoperating gains	904,202	500,329	-	1,404,531
Excess of revenues, gains, other support, and nonoperating gains over expenses and increase in net assets without donor restrictions	$ 2,813,799	$ 500,234	$ -	$ 3,314,033

2020 Board of Trustee Terms

Trustee	Term Expires	Term
Zeanny Egea Alvarado	December 2022	3
Ruby Berryman – Secretary	December 2021	3
Denise Brisson	December 2022	3
Scott Burns	December 2022	3
Charlie Cotton	December 2021	3
Dennis Couture – Treasurer	December 2021	3
Donald Crane – Member at Large	December 2020	3
Sarah Desrochers – Chair	December 2022	3
Bill Everleth	December 2020	3
Stanley Holz	December 2022	3
Sharon Kopp	December 2022	3
Frances LaDuke	December 2022	3
Keith Young – Vice Chair	December 2021	3

Michael D. Lee – CEO
Celeste Pitts – CFO
Mark A. Morgan – CMO
Jennifer Bach-Guss – CNO
William Schanlaber – Medical Staff President

Rebecca More – Honorary Trustee
Patrick Kelly – Honorary Trustee

Lisa M. Tetreault – Executive Assistant – 788.5056
Lisa.Tetreault@weeksmedicalcenter.org

Revised: 01.02.2020

MICHAEL D. LEE, MBA, MLA, SPHR

EXECUTIVE HIGHLIGHTS

Executive Servant Leadership
Physician Recruitment, Contracting & Practice Management
Budget Creation, Financial Analysis & Administration
Payroll Processing, Cost Accounting & Salary Administration
Grievance & Incident Investigation and Resolution
Strategic & Management Action Planning & Coaching Quality Assurance & Performance Improvement System & Staffing Analysis & Redesign
Team Building & Exceptional Customer Service
Certified in Labor Relations Negotiations

EXPERIENCE

Weeks Medical Center
President & Chief Executive Officer; August 2016 – Present
-Built & developed financing plan for a state of the art sixty thousand square foot rural health center
-Lead executive team of a Critical Access Hospital and four Rural Health Centers
-Facilitated a financial action plan to achieve a positive contribution margin within one fiscal year
-Doubled behavioral health services and implemented Medically Assisted Treatment Programs
-Assisted North Country Home Health and Hospice Service in a financial turnaround by sharing staffing
-Expanded general surgery services to another sister critical access hospital and expanded volumes at both locations
-Achieved Four Star CMS Hospital Rating and Five Star Patient Satisfaction Rating

Adirondack Medical Center
Chief Human Resources Officer, Interim COO & Administrator; December 2012 - Present
-Developed per diem provider pool to reduce locum utilization
-Contributed to strategic plan creation with specific responsibility in staffing transitions & population health
-Assisted with organizational cost reductions, including programming & staffing analysis, that saved the organization over 2 Million
-Implemented self- insured health & prescription drug, short and long term disability, long term care and college savings plans
-Re-opened collective bargaining agreement with UFCW and re-negotiated a three year contract with NYSNA
-Re-organized human resources department and functions to assist with organizational cost reduction and eliminated three FTEs
Vice President of Human Resources, Physician Practices & Rehabilitation & Laboratory Services, March 2007 - August 2008
-Designed in-house physician recruitment & retention, contracted with providers & co-administered five health centers
-Provided leadership and fiscal guidance for operating three laboratories, four outpatient rehab centers & five physician practices
-Negotiated three year contract with New York State Nurses' Association, below budgetary constraints
-Developed a monthly labor management meeting with newly acquired nursing homes
-Developed and administered a consumer driven employee health insurance plan

St. Andrews Hospital and Healthcare
Executive Director & Administrator for the Gregory Wing, Save Havens & Assisted Living, June 2009- December 2012
-Interim Vice President of Senior Living over two senior living communities & home health and hospice
-Integrated long-term care nursing, billing, facilities and security with LCHC Senior Services
-Co-developed clinical documentation quality control processes & financial turn-around
-Forecasted increased future bed demand needs for nursing facility &. completed multi-year pro-formas
-Improved St. Andrews Association customer satisfaction exceeds rating from 25% to 95%
Vice President of Human Resources, March 2006 - March 2007
-Conducted wage and salary review and created salary grids and formalized compensation practices
-Automated human resources reports utilizing Medi-tech and Excel

Sebasticook Family Doctors
Interim Chief Executive Officer, September 2008 - June 2009
-Doubled the medical staff size in ten months and expanded clinic services by adding two additional sites
-Created short term financial strategy turn-around from a 15% loss to a 2.5% positive operating margin
-Renegotiated employee benefits and saved approximately $80 thousand annually
-Drafted and was awarded Increased Demand for Service BPHC grant

Mid-Coast Mental Health Center, March 2001 to March 2006 (Acquired by Penobscot Health)
Director of Human Resources & Administration March 2001 to March 2006
Interim Executive Director & Chief Financial Officer, June 2005 to March 2006
-Facilitated merger and work teams including Clinical Models, Compliance, Accounting, and Human Resources
-Negotiated thirteen contracts with Maine DOH
-Designed and administered employee satisfaction survey and facilitated action plan that improved satisfaction
-Negotiated employee benefits annally, implemented a PPO & HMO, changed retirement plan broker and TPA

Inland Hospital
Vice President of Human Resources and Administrative Operations, March 2000 to April 2001
- Completed Human Resources, Facilities, Engineering, Housekeeping & Dietary Services Strategic Plans
- Oversaw the building, financing and operating of a $ 14 million, co-owned medical office building
- Revised compensation grids, Human Resources & Administrative Policies and Employee Handbook
- Developed and administered Rabbi Trust for Corporate Executives
- Served as Plan Administrator & Benefits Manager and architect for a self-insured HMO and POS plans

COMPUTER
Excel, Word, Access, Lawson, LAN Administrator, Lotus, Q& A, Gem, Word Perfect, Harvard Graphics, Basic, Visio, and QuickBooks, Peachtree, JD Edwards and McCormick & Dodge General Ledger Packages, ADP and Paychecks payroll processing and software, Report Writer and Preview, HRIS, and Psych Consult

EDUCATION
Clarkson University, Potsdam, New York
GPA: 3.7/4.0
MBA, Concentration Finance and Personnel Management, May 1989
Merit Scholarship and Teaching Assistantship in Economics
Vice President of Graduate Management Association

State University of New York, Oneonta, New York
GPA 3.7/4.0
BA, Business Economics, December 1987
Honors Student
Economic Tutor

ADDITIONAL
Multi-level nursing home administrator licensed in NY and ME, certified Senior Professional Human Resources (SPHR), certified in Labor Relations, Collective Bargaining through Cornell University's ILR Woodstock Institute: Collaborating and Leading in Today's World, Accounting and Finance Development Program (EDS), Human Resources and the Law, Year End Reporting Requirements, LAN Administrator, Grant Preparation (PHS 498), Participated in Center for Creative Leadership Forum, OSHA Certification, Incident Investigation, Rights and Responsibilities of Recipients, Attended Access, Internet, PC Troubleshooting Training, Healthcare Systems in the United States and sundry other seminars.

COMMUNITY SERVICE
Member of Rotary, volunteered with Island Institute and previously with the SPCA, and Children's Triathlon Club, Ran the Boston Marathon for Dana Farber Cancer Research, and assisted in grant writing and preparation for community health and education endeavors. Prior Supervisory Committee Chair of Bassett Federal Credit Union & Treasurer of LEAF.

REFERENCES
Available on Request

Celeste K. Pitts
Weeks Medical Center
8 Clover Lane
Whitefield, NH 03598
(603) 788-5321
E-mail: celeste.pitts@weeksmedical.org

EXPERIENCE

CFO — **July 2009 - Present**
Weeks Medical Center — **Lancaster, NH**

Same responsibilities as Controller position, with added responsibility for Patient Accounting Department and Senior management duties.

Controller — **Jan. 2007 – July 2009**
Weeks Medical Center — **Lancaster, NH**

Responsible for all general accounting functions, including monthly closings and annual audit. Monthly reporting to Board of Directors Finance Committee. Responsible for preparation of Medicare Cost Report, and working with auditors from NGS. Annual budget preparation, 5 year plan preparation and annual chargemaster price increase. Work closely with other managers on chargemaster maintenance, budgeting and have developed an internal dashboard that is currently being used by all managers for quarterly budget meetings. Supervise Accounts Payable & Payroll functions and Financial Analyst position.

Senior Accountant/Financial Analyst — **Jan. 2006 – Dec. 2006**
Weeks Medical Center — **Lancaster, NH**

Responsible for Financial Statement preparation and analysis using the McKesson Paragon Software System. Reporting to various agencies, such as New Hampshire Data Bank. Miscellaneous financial reporting as needed for Dartmouth-Hitchcock Alliance. Worked closely with the CFO to prepare the Medicare Cost Report. Assisted with the budgeting process for the hospital. Responsible for all Bank Reconciliations and other account reconciliations, in particular the endowment and investment funds.

Business Manager — **Feb. 2005-Jan. 2006**
Morrison Nursing Home — **Whitefield, NH**

Responsible for all Accounting functions, in particular Financial Statement preparation and analysis. General Ledger Account Reconciliations, preparation of audit workpapers, Bank Reconciliations and Resident Trust Reconciliation. Responsible for all billing functions, including Medicare and Medicaid. Supervised Human Resources, Accounts Payable personnel and Receptionist. Worked directly with Administrator to report to the Board. Established correct billing procedures for Medicare Consolidated Billing for Skilled Nursing Facilities to include proper charges and cleaned up the outstanding Accounts Receivable from about 90 days to 30 days.

EXPERIENCE (Continued)

Bookkeeper — **July 2001-February 2005**
Cherry Pond Designs — **Jefferson, NH**

Responsible for all Payroll, Accounts Payable & Receivable and Invoicing functions using QuickBooks. This was a part-time position.

Bookkeeper/Accountant — **Dec. 1993 – July 1996**
Fairfield Mall Management Office — **Chicopee, Mass.**

Responsible for all Accounts Receivable and Payable functions using the J.D. Edwards computer accounting system. Prepared audit work papers for outside auditors. Brought monthly sales report on-line and was used as the test case for all the properties. Compiled annual budget, which consisted of a Microsoft Excel file, composed of over 150 linked worksheets. This was a part time position. Periodically responsible for all accounting functions, which included all of the above plus general journal entries and monthly financial statement preparation.

Controller — **Aug. 1982–June 1984**
Hendrix-Wire and Cable — **Milford, NH**

Responsible for preparation and analysis of monthly financial statements, preparing schedules and assisting outside auditors on year-end audit, compilation of yearly budgets and supervision of Accounts Receivable and Payables, General Ledger and Payroll functions. Managed a staff of five employees. Responsible for all data processing functions, which included installation of computer applications, supervision of data conversion and training of personnel.

Assistant Controller — **Sept. 1980–Aug. 1982**
Hendrix Wire and Cable — **Milford, NH**

Prepared monthly financial statements for Controller to analyze. Maintained FIFO records and costed monthly inventories. Maintained fixed asset records. IBM System/34 Operator. Responsible for installing application software, software maintenance and security.

EDUCATION

New Hampshire College — **May 1985**
Masters in Business Administration

Bentley College — **May 1980**
Bachelor of Science in Accounting

Weeks Medical Center
170 Middle Street, Lancaster, NH
Telephone: 603-788-5098

Rona Glines

Objective

To obtain an administrative position within the health care field that will utilize my skills and experience.

Experience

1994-Present Weeks Medical Center Lancaster, NH

Director of Physician Services

- Responsible for Physician Services, Case Management, Health Information Management and Admitting/Communications.
- Integrated the functions of physician offices and other departments within the organization.
- Responsible for implementation of clinical and financial computer applications for the physician offices and Health Information Management.
- Responsible for implementing an enterprise-wide Department of Case Management.

1985–1994 Weeks Memorial Hospital Lancaster, NH

Patient Accounts Manager/Assistant Director of Fiscal Services

- Responsible for the day-to-day operation of the patient accounting department.
- Ensured adequate cash flow to meet organizational needs.
- Responsible for implementation and upgrade of computerized financial system.
- Assisted managers with completion of departmental budgets.

1980-1985 M&R Glines Auctions Lancaster, NH

Auctioneer/Appraiser

- Responsible for business management functions.
- Set-up and conducted auction sales.
- Performed estate and insurance appraisals for clients.

Education

1985 Plymouth State College Plymouth, NH

- B.S., Business Administration and Computer Science.
- Graduated Summa Cum Laude.

Interests

Antiques, Motorcycling, Skiing

References

Available upon request.

CURRICULUM VITAE

Date Prepared: September 30, 2019

Name: Mark A. Morgan, M.D.

Address:

Office:
Weeks Medical Center
173 Middle Street
Lancaster, NH 03584
(603)788-5333
mark.morgan@weeksmedical.org

Home:

Place of Birth: Methuen, MA

Education:

1997-2001	Doctor of Medicine Tufts University School of Medicine Boston, MA
1993-1997	Bachelor of Arts in Chemistry, Magna Cum Laude Columbia College, Columbia University New York, NY

Postdoctoral Training:

2002-2005	Resident in Anesthesiology Dartmouth-Hitchcock Medical Center Lebanon, NH
2001-2002	Clinical Base Year Internship Dartmouth-Hitchcock Medical Center Lebanon, NH

Licensure:

2005-present	New Hampshire Board of Medicine, #12706

Certification:

2016-present	Maintenance of Certification in Anesthesiology American Board of Anesthesiology
2006	Diplomate, American Board of Anesthesiology Specialty Certification in Anesthesiology
2002	Diplomate, National Board of Medical Examiners

Hospital Appointments:

2005-present	Active Medical Staff Weeks Medical Center Lancaster, NH
2017-present	Affiliate Medical Staff Upper Connecticut Valley Hospital Colebrook, NH
2018-present	Consulting Medical Staff Androscoggin Valley Hospital Berlin, NH

Professional Appointments:

2016-present	Medical Staff President Weeks Medical Center Lancaster, NH
2005-present	Medical Director of Anesthesiology Weeks Medical Center Lancaster, NH
2018-present	Medical Director of Anesthesiology Androscoggin Valley Hospital Berlin, NH
2018-present	Medical Director of Anesthesiology Upper Connecticut Valley Hospital Colebrook, NH
2011-present	Chief of Surgery Weeks Medical Center Lancaster, NH
2008-present	Medical Director of Respiratory Therapy Weeks Medical Center Lancaster, NH
2014-2015	Medical Staff Vice President Weeks Medical Center Lancaster, NH

Other Professional Positions:

2008-2014	Executive Council Member, Officer-At-Large NH Society of Anesthesiologists

2004	Acting Chief Resident in Anesthesiology Dartmouth-Hitchcock Medical Center
2003	ASA House of Delegates Resident Alternate Amer. Society of Anesthesiologists, San Francisco, CA.

Other Certification & Training:

Advanced Cardiac Life Support
Pediatric Advanced Life Support
Basic Life Support
Greeley Medical Staff Leadership Program 2015

Honors and Awards:

2003	Foundation for Anesthesia Education & Research Scholar
1995	Class of 1942 Anniversary Scholarship, Columbia University
1994	Carl M. Brukenfeld Class of 1927 Memorial Scholarship, Columbia University
1993	Carl M. Brukenfeld Class of 1927 Memorial Scholarship, Columbia University
1993	Bausch & Lomb Science Award & Scholarship
1993	Named by the AAPT for Excellence in Physics

Professional Societies:

American Society of Anesthesiologists, Active Member
NH Society of Anesthesiologists, Active Member & Former Executive Council Member
Massachusetts Medical Society, Out-of-State Active Member

Committee Assignments:

2018-present	Surgical Committee, AVH
2018-present	ICU Admissions & Communications Committee, AVH
2017-present	Executive Team, WMC
2016-present	Board of Trustees, WMC
2017-present	Board of Trustees Executive Committee, WMC
2016-present	Medical Executive Committee, Chair, WMC
2011-present	Medical Executive Committee, WMC
2011-present	Surgical Committee, Chair, WMC
2005-present	Surgical Committee, WMC
2016-present	Provider Advisory Council, NCH
2018-present	Diversion Team, WMC
2017-present	Medication Safety Committee, WMC
2016-present	Quality Oversight Committee, WMC
2016-present	Transfer Committee, Chair, WMC
2014-present	Strategic Planning Committee, WMC
2017-2018	Code Cart Committee, WMC
2009-2017	Investment Steering Committee, WMC
2014-2016	Joint Conference Committee, WMC
2013-2016	Trauma Committee, Co-Chair, WMC
2011-2016	Service Excellence - Measurements Team, WMC
2011-2012	Computerized Physician Order Entry User Group, WMC

2007-2012	Critical Care Steering Committee, WMC
2009	Medical Staff Officers Nominating Committee, WMC
2009-2010	Wellness Committee, WMC
2008	Strategic Planning Quality Committee, Co-Chair, WMC
2008-2009	Critical Care Sepsis Management Ad-Hoc Committee, WMC
2005	Professional Activities Committee, WMC
2002-2003	Anesthesiology Resident Education Committee, DHMC

Presentations:

2011 "Malignant Hyperthermia"
Perioperative Nurses, Critical Care, & Emergency Department Staff
Weeks Medical Center, Lancaster, NH

2010 "Rapid Sequence Intubation"
Staff Paramedics
Weeks Medical Center, Lancaster, NH

2009 "Acute Respiratory Distress Syndrome"
Critical Care and Respiratory Therapy Staff
Weeks Medical Center, Lancaster, NH

2007 "Rural Anesthesia Practice"
Department of Anesthesiology Residents
Dartmouth-Hitchcock Medical Center, Lebanon, NH

2007 "Malignant Hyperthermia"
Physicians and Nurses from Area Hospitals
Weeks Medical Center, Lancaster, NH

2005 "Rapid Sequence Intubation"
Critical Care and Emergency Department Staff
Weeks Medical Center, Lancaster, NH

2005 "Negative Pressure Pulmonary Edema"
Association of Peri-Operative Registered Nurses
Weeks Medical Center, Lancaster, NH

2005 "Spinal 2-Chloroprocaine"
Department of Anesthesiology Grand Rounds
Dartmouth-Hitchcock Medical Center, Lebanon, NH

2000 "Anesthesia and Obesity"
Medical Staff Grand Rounds
Newton-Wellesley Hospital, Newton, MA

GLENN B. ADAMS, D.O.
Medical Director/Clinical Coordinator of Physician Services
CURRICULUM VITAE

Weeks Medical Center
170 Middle Street
Lancaster, NH 03584
603-788-2521

EMPLOYMENT EXPERIENCE

Weeks Medical Center, 173 Middle Street, Lancaster, New Hampshire. Multi-provider hospital-owned practice. Outpatient clinic located in Groveton, New Hampshire. Full medical and obstetrical admitting privileges to Weeks Medical Center, September 2001 to present.

Laboratory Technician, Washington State University, Pullman, Washington, 1993-1994

High School Science Teacher, Katahdin High School, Sherman Station, Maine, 1990-1991

U.S. Peace Corps Volunteer, High School Science Teacher, Kenya, 1987-1989

HOSPITAL APPOINTMENTS

Medical Director, Weeks Medical Center Physicians' Office Practice

Head of Service for Office Practice, October 2008

Medical Director Hospice of Lancaster, May 2003

Medical Director Weeks Home Health, April 2005

Medical Director Weeks Medical Center Rehabilitation Department, July 2002

EDUCATION

Family Practice Residency Program, Eastern Maine Medical Center, Bangor, Maine, June 2001

Doctor of Osteopathy, University of New England College of Osteopathic Medicine (UNECOM), Biddeford, Maine, June 1998

Master of Science, Chemical Engineering, Washington State University, Pullman, Washington, August 1993

Bachelor of Chemical Engineering, University of Delaware, Newark, Delaware, June 1985

BOARD CERTIFICATION

Board Re-certified in Family Medicine, 2007

HONORS AND AWARDS

CIBA-GEIGY Award for Outstanding Community Service, UNECOM, fall 1996

Sewall Scholarship, UNECOM, for my desire to practice rural primary care medicine

Member of the University of Delaware Honors Program

Paul B. Weisz Award for undergraduate research, University of Delaware, 1985

VOLUNTEER/COMMUNITY SERVICE ACTIVITIES

President, Physicians For Social Responsibility, UNECOM, 1995-1996

Vice President and Class Officer, Student Government Association, UNECOM, 1994-1996

Updated 2/2009

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Michael Lee	Chief Executive Officer	$280,000	0%	0%
Celeste Pitts	Chief Financial Officer	$178,808	0%	0%
Rona Glines	Vice President Physician Services	$178,730	0%	0%
Mark Morgan	Chief Medical Officer	$533,289	0%	0%
Glenn Adams	Medical Director/Clinical Coordinator	$283,658	0%	0%

MLC
276

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES
29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

May 31, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into **retroactive** agreements with the fifteen (15) vendors, as listed in the tables below, for the provision of primary health care services that include preventive and episodic health care for acute and chronic health conditions for people of all ages, statewide; including pregnant women, children, adolescents, adults, the elderly and homeless individuals, effective **retroactive** to April 1, 2018 upon Governor and Executive Council approval through March 31, 2020. 26% Federal Funds and 74% General Funds.

Primary Care Services			
Vendor	**Vendor Number**	**Location**	**Amount**
Ammonoosuc Community Health Services, Inc.	177755-R001	25 Mount Eustis Road, Littleton, NH 03561	$373,662
Coos County Family Health Services, Inc.	155327-B001	133 Pleasant Street, Berlin, NH 03570	$213,277
Greater Seacoast Community Health	154703-B001	311 Route 108, Somersworth, NH 03878	$1,017,629
HealthFirst Family Care Center	158221-B001	841 Central Street, Franklin, NH 03235	$477,877
Indian Stream Health Center	165274-B001	141 Corliss Lane, Colebrook, NH 03576	$157,917

Lamprey Health Care, Inc.	177677-R001	207 South Main Street, Newmarket, NH 03857	$1,049,538
Manchester Community Health Center	157274-B001	145 Hollis Street, Manchester NH 03101	$1,190,293
Mid-State Health Center	158055-B001	101 Boulder Point Drive, Suite 1, Plymouth, NH 03264	$306,570
Weeks Medical Center	177171-R001	170 Middle Street, Lancaster, NH 03584/PO Box 240, Whitefield, NH 03598	$180,885
Sub-Total			***$4,967,648***

Primary Care Services for Specific Counties			
Vendor	**Vendor Number**	**Location**	**Amount**
Manchester Community Health Center	157274-B001	145 Hollis Street, Manchester NH 03101	$80,000
Concord Hospital	177653-B011	250 Pleasant St, Concord, NH 03301	$484,176
White Mountain Community Health Center	174170-R001	298 White Mountain Highway, PO Box 2800, Conway, NH 03818	$352,976
Sub-Total			***$917,152***

Primary Care Services for the Homeless			
Vendor	**Vendor Number**	**Location**	**Amount**
Greater Seacoast Community Health	154703-B001	311 Route 108, Somersworth, NH 03878	$146,488
Harbor Homes, Inc.	155358-B001	77 Northeastern Blvd, Nashua, NH 03062	$150,848
Sub-Total			***$297,336***

Primary Care Services for the Homeless – Sole Source for Manchester Department of Public Health			
Vendor	**Vendor Number**	**Location**	**Amount**
Manchester Health Department	177433-B009	1528 Elm Street, Manchester, NH 03101	$155,650
Sub-Total			***$155,650***
Primary Care Services Total Amount			**$6,337,786**

Funds are available in the following account for State Fiscal Years 2018 and 2019, and anticipated to be available in State Fiscal Year 2020, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

05-95-90-902010-51900000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, MATERNAL - CHILD HEALTH

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Svcs	90080100	$792,224
2019	102-500731	Contracts for Program Svcs	90080100	$3,168,891
2020	102-500731	Contracts for Program Svcs	90080100	$2,376,671
Total				**$6,337,786**

EXPLANATION

This request is **retroactive** as the Request for Proposals timeline extended beyond the expiration date of the previous primary care services contracts. The Request for Proposals was reissued to ensure that services would be provided in specific counties and in the City of Manchester, where the need is the greatest. Continuing this service without interruption allows for the availability of primary health care services for New Hampshire's most vulnerable populations who are at disproportionate risk of poor health outcomes and limited access to preventative care.

The agreement with the Manchester Health Department is **sole source**, as it is the only vendor capable and amenable to provide primary health care services to the homeless population of the City of Manchester. This community has been disproportionately impacted by the opioid crisis; increasing health risks to individuals who experience homelessness.

The purpose of these agreements is to provide primary health care services that include preventive and ongoing heath care for acute and chronic health conditions for people of all ages, including pregnant women, children, adolescents, adults, the elderly and the homeless. Primary and preventative health care services are provided to underserved, low-income and homeless individuals who experience barriers to accessing health care due to issues such as lack of insurance, inability to pay, limited language proficiency and geographic isolation. Primary care providers provide an array of enabling patient-centered services such as care coordination, translation services, transportation, outreach, eligibility assistance, and health education. These services assist individuals in overcoming barriers to achieve their optimal health.

Primary Care Services vendors were selected for this project through competitive bid processes. The Request for Proposals for Primary Care Services was posted on the Department of Health and Human Services' website from December 12, 2017 through January 23, 2018. A separate Request for Proposals to address a deficiency in Primary Care Services for specific counties was posted on the Department's website from February 12, 2018 through March 2, 2018. Additionally, the Request for Proposals for Primary Care Services for the Homeless was posted on the Department's website from January 26, 2018 through March 13, 2018.

The Department received fourteen (14) proposals. The proposals were reviewed and scored by a team of individuals with program specific knowledge. The Score Summaries are attached. A separate sole source agreement is requested to address the specific need of the homeless population of the City of Manchester.

As referenced in the Request for Proposals and in Exhibit C-1, Revisions to General Provisions, these Agreements reserve the option to extend contract services for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The Department will directly oversee and manage the contracts to ensure that quality improvement, enabling and annual project objectives are defined in order to measure the effectiveness of the program.

Should the Governor and Executive Council not authorize this request, the Department may be unable to ensure preventive and regular health care for acute and chronic health conditions for low income and homeless individuals of all ages, including pregnant women, children, adolescents, adults, and the elderly throughout the state.

Area served: Statewide.

Source of Funds: 26% Federal Funds from the US Department of Health and Human Services, Human Resources & Services Administration (HRSA), Maternal and Child Health Services (MCHS) Catalog of Federal Domestic Assistance (CFDA) #93.994, Federal Award Identification Number (FAIN), B04MC30627 and 74% General Funds.

In the event that Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,

Lisa Morris, MSSW
Director

Approved by:
Jeffrey A. Meyers
Commissioner

FORM NUMBER P-37 (version 5/8/15)

Subject: Primary Care Services (RFP-2018-DPHS-15-PRIMA)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Weeks Medical Center		1.4 Contractor Address 170 Middles Street, Lancaster, NH 03584	
1.5 Contractor Phone Number 603-788-5030	1.6 Account Number 05-95-90-902010-51900000-102-500731	1.7 Completion Date March 31, 2020	1.8 Price Limitation $180,885
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature Michael D Lee		1.12 Name and Title of Contractor Signatory. MICHAEL D. LEE, PRESIDENT	

1.13 Acknowledgement: State of NH, County of COOS

On 3/27/18, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

Kathy St Onge

[Seal]

KATHY ST. ONGE, Notary Public
State of New Hampshire
My Commission Expires June 1, 2021

1.13.2 Name and Title of Notary or Justice of the Peace

KATHY ST. ONGE, EXECUTIVE ASSISTANT TO PRESIDENT & BOARD

1.14 State Agency Signature Lisa Morris Date: 4/26/18	1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 5/22/18

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

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Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

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Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered. The Department shall be the payor of last resort.

1.4. Preventative and Primary Health Care, as well as related Care Management and Enabling Services shall be provided to individuals of all ages, statewide, who are:

1.4.1. Uninsured.

1.4.2. Underinsured.

1.4.3. Low-income (defined as <185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines.

1.5. The Contractor shall remain in compliance with all applicable state and federal laws for the duration of the contract period, including but not limited to:

1.5.1. NH RSA 141-C and Administrative Rule He-P 301, adopted 6/3/08, which requires the reporting of all communicable diseases.

1.5.2. NH RSA 169:C, Child Protection Act; NH RSA 161-F46, Protective Services to Adults, NH RSA 631:6, Assault and Related Offences, and RSA 130:A, Lead Paint Poisoning and Control.

1.5.3. NH RSA 141-C and the Immunization Rules promulgated, hereunder.

2. Eligibility Determination Services

2.1. The Contractor shall notify the Department, in writing, if access to Primary Care Services for new patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

2.2. The Contractor shall assist individuals with completing a Medicaid/Expanded Medicaid and other health insurance application when income calculations indicate possible Medicaid eligibility.

2.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered.

2.4. The Contractor shall post a notice in a public and conspicuous location noting that no individual will be denied services for an inability to pay.

2.5. The Contractor shall develop and implement a sliding fee scale for services in accordance with the Federal Poverty Guidelines. The Contractor shall make the sliding fee scale available to the Department upon request.

3. Primary Care Services

3.1. The Contractor shall ensure primary care services are provided by a New Hampshire licensed Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Advanced Practice Registered Nurse (APRN) or Physician Assistant (PA) to eligible individuals in the service area.

3.2. The Contractor shall ensure primary care services include, but are not limited to:

3.2.1. Reproductive health services.

3.2.2. Perinatal health services including but not limited to access to obstetrical services either on-site or by referral.

3.2.3. Preventive services, screenings and health education in accordance with established, documented state or national guidelines.

3.2.4. Integrated behavioral health services.

3.2.5. Pathology, radiology, surgical and CLIA certified laboratory services either on-site or by referral.

3.2.6. Assessment of need and follow-up/referral as indicated for:

3.2.6.1. Tobacco cessation, including referral to QuitWorks-NH, www.QuitWorksNH.org.

3.2.6.2. Social services.

3.2.6.3. Chronic Disease management, including disease specific referral and self-management education such as referral to Diabetes Self-Management Education (DSME) as recommended by American Diabetes Association (ADA).

3.2.6.4. Nutrition services, including Women, Infants and Children (WIC) Food and Nutrition Service, as appropriate;

3.2.6.5. Screening, Brief Intervention and Referral to Treatment (SBIRT) services, including but not limited to contact with the Regional Public Health Network Continuum of Care Development Initiative.

3.2.6.6. Referrals to health, home care, oral health and behavioral health specialty providers who offer sliding scale fees, when available.

3.3. The Contractor shall provide care management for individuals enrolled for

primary care services, which includes, but is not limited to:

3.3.1. Integrated and coordinated services that ensure patients receive necessary care, including behavioral health and oral care when and where it is needed and wanted, in a culturally and linguistically appropriate manner.

3.3.2. Access to a healthcare provider by telephone twenty-four (24) hours per day, seven (7) days per week, directly, by referral or subcontract.

3.3.3. Care facilitated by registries; information technology; health information exchanged.

3.4. The Contractor shall provide and facilitate enabling services, which are non-clinical services that support the delivery of basic primary care services, and facilitate access to comprehensive patient care as well as social services that include, but are not limited to:

3.4.1. Benefit counseling.

3.4.2. Health insurance eligibility and enrollment assistance.

3.4.3. Health education and supportive counseling.

3.4.4. Interpretation/translation for individuals with Limited English Proficiency or other communication needs.

3.4.5. Outreach, which may include the use of community health workers.

3.4.6. Transportation.

3.4.7. Education of patients and the community regarding the availability and appropriate use of health services.

4. Quality Improvement

4.1. The Contractor shall develop, define, facilitate and implement a minimum of two (2) Quality Improvement (QI) projects, which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of targeted patient groups.

4.1.1. One (1) quality improvement project must focus on the performance measure as designated by MCHS. (Defined as Adolescent Well Visits for SFY 2018 – 2019)

4.1.2. The other(s) will be chosen by the vendor based on previous performance outcomes needing improvement.

4.2. The Contractor shall utilize Quality Improvement Science to develop and implement a QI Workplan for each QI project. The QI Workplan will include:

4.2.1. Specific goals and objectives for the project period; and

4.2.2. Evaluation methods used to demonstrate improvement in the quality, efficiency, and effectiveness of patient care.

4.3. The Contractor shall include baseline measurements for each area of

improvement identified in the QI projects, to establish health care services and health status of targeted patient groups to be improved upon.

4.4. The Contractor may utilize activities in QI projects that enhance clinical workflow and improve patient outcomes, which may include, but are not limited to:

4.4.1.1. EMR prompts/alerts.

4.4.1.2. Protocols/Guidelines.

4.4.1.3. Diagnostic support.

4.4.1.4. Patient registries.

4.4.1.5. Collaborative learning sessions.

5. Staffing

5.1. The Contractor shall ensure all health and allied health professions have the appropriate, current New Hampshire licenses whether directly employed, contracted or subcontracted.

5.2. The Contractor shall employ a medical services director with special training and experience in primary care who shall participate in quality improvement activities and be available to other staff for consultation, as needed.

5.3. The Contractor shall notify the Maternal and Child Health Section (MCHS), in writing, of any newly hired administrator, clinical coordinator or any staff person essential to providing contracted services and include a copy of the individual's resume, within thirty (30) days of hire.

5.4. The Contractor shall notify the MCHS, in writing, when:

5.4.1. Any critical position is vacant for more than thirty (30) days;

5.4.2. There is not adequate staffing to perform all required services for any period lasting more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

6. Coordination of Services

6.1. The Contractor shall participate in activities within their Public Health Region, as appropriate, to enhance the integration of community-based public health prevention and healthcare initiatives being implemented, including but not limited to:

6.1.1. Community needs assessments;

6.1.2. Public health performance assessments; and

6.1.3. Regional health improvement plans under development.

6.2. The Contractor shall participate in and coordinate public health activities, as requested by the Department, during any disease outbreak and/or emergency that affects the public's health.

7. Required Meetings & Trainings

7.1. The Contractor shall attend meetings and trainings facilitated by the MCHS programs that include, but are not limited to:

7.1.1. MCHS Agency Directors' meetings;

7.1.2. MCHS Primary Care Coordinators' meetings, which are held two (2) times per year, which may require attendance by agency quality improvement staff; and

7.1.3. MCHS Agency Medical Services Directors' meetings.

8. Workplans, Outcome Reports & Additional Reporting Requirements

8.1. The Contractor shall collect and report data as detailed in Exhibit A-1 "Reporting Metrics" according to the Exhibit A-2 "Report Timing Requirements".

8.2. The Contractor shall submit reports as defined within Exhibit A-2 "Report Timing Requirements".

8.3. The Contractor shall submit an updated budget narrative, within thirty (30) days of the contract execution date and annually, as defined in Exhibit A-2 "Report Timing Requirements". The budget narrative shall include, at a minimum;

8.3.1. Staff roles and responsibilities, defining the impact each role has on contract services;

8.3.2. Staff list, defining;

8.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

8.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

8.4. In addition to the report defined within Exhibit A-2 "Report Timing Requirements", the Contractor shall submit a Sources of Revenue report at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

9. On-Site Reviews

9.1. The Contractor shall permit a team or person authorized by the Department to periodically review the Contractor's:

9.1.1. Systems of governance.

9.1.2. Administration.

9.1.3. Data collection and submission.

9.1.4. Clinical and financial management.

9.1.5. Delivery of education services.

9.2. The Contractor shall cooperate with the Department to ensure information needed for the reviews is accessible and provided. The Contractor shall ensure information includes, but is not limited to:

9.2.1. Client records.

9.2.2. Documentation of approved enabling services and quality improvement projects, including process and outcome evaluations.

9.3. The Contractor shall take corrective actions, as advised by the review team, if services provided are not in compliance with the contract requirements.

10. Performance Measures

10.1. The Contractor shall ensure that the following performance indicators are annually achieved and monitored quarterly to measure the effectiveness of the agreement:

10.1.1. Annual improvement objectives shall be defined by the vendor and submitted to the Department. Objectives shall be measurable, specific and align to the provision of primary care services defined within Exhibit A-1 "Reporting Metrics"

Exhibit A-1 – Reporting Metrics

1. **Definitions**

1.1. **Measurement Year** – Measurement Year consists of 365 days and is defined as either:

1.1.1. The calendar year, (January 1st through December 31st); or

1.1.2. The state fiscal year (July 1st through June 30th).

1.2. **Medical Visit** – Medical visit is defined as any office visit including all well-care and acute-care visits.

1.3. **HEDIS** – Healthcare Effectiveness Data and Information Set

1.4. **NQF** – National Quality Forum

1.5. **Title V** – Federal Maternal and Child Health Services Block Grant

1.6. **UDS** – Uniform Data System

1.7. **NH MCHS** – New Hampshire Maternal and Child Health Section

2. **MCHS PRIMARY CARE PERFORMANCE MEASURES**

2.1. **Breastfeeding**

2.1.1. Percent of infants who are ever breastfed (Title V PM #4).

2.1.1.1. Numerator: All patient infants who were ever breastfed or received breast milk.

2.1.1.2. Numerator Note: The American Academy of Pediatrics recommends all infants exclusively breastfeed for about six (6) months as human milk supports optimal growth and development by providing all required nutrients during that time.

2.1.1.3. Denominator: All patient infants born in the measurement year.

2.2. **Preventive Health: Lead Screening**

2.2.1. Percent of children three (3) years of age who had two (2) or more capillary or venous lead blood test for lead poisoning by their third birthday. (NH MCHS).

2.2.1.1. Numerator: All patient children who received at least one capillary or venous lead screening test between nine (9) months to eighteen (18) months of age **AND** one (1) capillary or venous lead screening test between nineteen (19) to thirty (30) months of age.

2.2.1.2. Denominator: All patient children who turned three (3) years old during the measurement year that had at least one (1) medical visit during the measurement year.

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2.3. **Preventive Health: Adolescent Well-Care Visit**

2.3.1. Percent of adolescents, twelve (12) through twenty-one (21) years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year (HEDIS).

2.3.1.1. Numerator: Number of adolescents, ages 12 through 21 years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year.

2.3.1.2. Denominator: Number of patient adolescents, ages 12 through 21 years of age by the end of the measurement year.

2.4. **Preventive Health: Depression Screening**

2.4.1. Percentage of patients ages twelve (12) and older screened for clinical depression using an age appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NQF 0418, UDS).

2.4.1.1. Numerator: Patients twelve (12) years and older who are screened for clinical depression using an age-appropriate standardized depression screening tool **AND** if positive, a follow-up plan documented.

2.4.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented follow-up plan.

2.4.1.3. Denominator: All patients twelve (12) years and older by the end of the measurement year who had at least one (1) medical visit during the measurement year.

2.4.1.4. Denominator Exception: Depression screening not performed due to medical contraindicated or patient refusal.

2.4.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as suicide risk assessment and/or referral to practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.4.2. Maternal Depression Screening

2.4.2.1. Percentage of women who are screened for clinical depression during any visit up to twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NH MCHS).

2.4.2.1.1. Numerator: Women who are screened for clinical depression during the first twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if screened positive have documented follow-up plan.

2.4.2.1.2. Numerator Note: Numerator includes women who screened negative PLUS women who screened positive AND have documented follow-up plan.

2.4.2.1.3. Denominator: All women who had any office visit up to twelve (12) weeks following delivery during the measurement year.

2.4.2.1.4. Denominator Exception: Documentation of depression screening not performed due to medical contraindicated or patient refusal.

2.4.2.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as Suicide Risk Assessment and/or referral to a practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.5. **Preventive Health: Obesity Screening**

2.5.1. Percentage of patients aged 18 years and older with a calculated BMI in the past six months or during the current visit documented in the medical record AND if the most recent BMI is outside of normal parameters, a follow-up plan is documented (NQF 0421, UDS).

2.5.1.1. Normal parameters: Age 65 and older BMI $\geq$ 23 and < 30

2.5.1.2. Age 18 through 64 BMI $\geq$ 18.5 and < 25

2.5.1.3. Numerator: Patients with BMI calculated within the past six months or during the current visit and a follow-up plan documented if the BMI is outside of parameters (Normal BMI + abnormal BMI with documented plan).

2.5.1.4. Definition of Follow-Up Plan: Proposed outline of follow-up plan to be conducted as a result of BMI outside of normal parameters. The follow-up plan can include documentation of a future appointment, education, referral (such as registered dietician, nutritionist, occupational therapist, primary care physician, exercise physiologist, mental health provider, surgeon, etc.), prescription of/administration of dietary supplements, exercise counseling, nutrition counseling, etc.

2.5.1.5. Denominator: All patients aged 18 years and older who had at least one (1) medical visit during the measurement year.

2.5.2. Percent of patients aged 3 through 17 who had evidence of BMI percentile documentation AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year (UDS).

2.5.2.1. Numerator: Number of patients in the denominator who had their BMI percentile (not just BMI or height and weight) documented during the measurement year AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year.

2.5.2.2. Denominator: Number of patients who were one year after their second birthday (i.e., were 3 years of age) through adolescents who were aged up to one year past their 16th birthday (i.e., up until they were 17) at some point during the measurement year, who had at least one medical visit during the reporting year, and were seen by the health center for the first time prior to their 17th birthday.

2.6. Preventive Health: Tobacco Screening

2.6.1. Percent of patients aged 18 years and older who were screened for tobacco use at least once during the measurement year or prior year AND who received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user (UDS).

2.6.1.1. Numerator: number of patients in the denominator for whom documentation demonstrates that patients were queried about their tobacco use one or more times during their most recent visit OR within twenty-four (24) months of the most

recent visit and received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user.

2.6.1.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.6.1.4. Definitions:

2.6.1.4.1. Tobacco Use: Includes any type of tobacco.

2.6.1.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy.

2.6.2. Percent of women who are screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user (NH MCHS).

2.6.2.1. Numerator: Pregnant women who were screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user.

2.6.2.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.2.3. Denominator: All women who delivered a live birth in the measurement year.

2.6.2.4. Definitions:

2.6.2.4.1. Tobacco Use: Includes any type of tobacco

2.6.2.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy

2.7. At Risk Population: Hypertension

2.7.1. Percentage of patients aged 18 through 85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90mmHG) during the measurement year (NQF 0018).

2.7.1.1. Numerator: Number of patients from the denominator with blood pressure measurement less than 140/90 mm HG at the time of their last measurement.

2.7.1.2. Denominator: Number of patients age 18 through 85 with diagnosed hypertension (must have been diagnosed with hypertension 6 or more months before the measurement date) who had at least one (1) medical visit during the measurement year. (Excludes pregnant women and patients with End Stage Renal Disease.)

2.8. **Patient Safety: Falls Screening**

2.8.1. Percent of patients aged 65 years and older who were screened for fall risk at least once within 12 months (NH MCHS).

2.8.1.1. Numerator: Patients who were screened for fall risk at least once within the measurement year.

2.8.1.2. Denominator: All patients aged 65 years and older seen by a health care provider within the measurement year.

2.9. **SBIRT**

2.9.1. SBIRT – Percent of patients aged 18 years and older who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.1.1. Numerator: Number of patients in the denominator who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, who received a brief intervention and/or referral to services.

2.9.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.1.3. Denominator: Number of patients aged 18 years and older seen for annual/preventive visit within the measurement year.

2.9.1.4. Definitions:

2.9.1.4.1. Substance Use: Includes any type of alcohol or drug.

2.9.1.4.2. Brief Intervention: Includes guidance or counseling.

2.9.1.4.3. Referral to Services: includes any recommendation of direct referral for substance abuse services.

2.9.2. Percent of pregnant women who were screened, using a formal valid screening tool, for substance use, during every trimester they are

enrolled in the prenatal program AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.2.1. Numerator: Number of women in the denominator who were screened for substance use, using a formal and valid screening tool, during each trimester that they were enrolled in the prenatal program AND if positive, received a brief intervention or referral to services

2.9.2.2. Numerator Note: numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.2.3. Denominator: Number of women enrolled in the agency prenatal program and who had a live birth during the measurement year.

Exhibit A-2 – Report Timing Requirements

1.1. Primary Care Services Reporting Requirements

1.1.1. The reports are required due on the date(s) listed, or, in years where the date listed falls on a non-business day, reports are due on the Friday immediately prior to the date listed.

1.1.2. The Vendor is required to complete and submit each report, following instructions sent by the Department

1.1.3. An updated budget narrative must be provided to the Department, within thirty (30) days of contract approval. The budget narrative must include, at a minimum;

1.1.3.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.1.3.2. Staff list, defining;

1.1.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.1.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

1.2. Annual Reports

1.2.1. The following reports are required annually, on or prior to;

1.2.1.1. March 31st;

1.2.1.1.1. Uniform Data Set (UDS) Data tables reflecting program performance for the previous calendar year;

1.2.1.1.2. Budget narrative, which includes, at a minimum;

1.2.1.1.2.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.2.1.1.2.2. Staff list, defining;

1.2.1.1.2.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.2.1.1.2.2.2. The individual cost, in U.S. Dollars, of each

Contractor Initials: _____
Date: 3/27/18

identified individual allocated to contract services.

1.2.1.2. July 31st;

1.2.1.2.1. Summary of patient satisfaction survey results obtained during the prior contract year;

1.2.1.2.2. Quality Improvement (QI) Workplans, Performance Outcome Section

1.2.1.2.3. Enabling Services Workplans, Performance Outcome Section

1.2.1.3. September 1st;

1.2.1.3.1. QI workplan revisions, as needed;

1.2.1.3.2. Enabling Service Workplan revisions, as needed;

1.2.1.3.3. Correction Action Plan (Performance Measure Outcome Report), as needed;

1.3. **Semi-Annual Reports**

1.3.1. Primary Care Services Measure Data Trend Table (DTT), due on;

1.3.1.1. July 31, 2018 (measurement period July 1– June 30) and;

1.3.1.2. January 31 (measurement period January 1 – December 31).

1.4. **The following report is required 30 days following the end of each quarter, beginning in State Fiscal Year 2018;**

1.4.1. Perinatal Client Data Form (PCDF);

1.4.1.1. Due on April 30, July 31, October 31 and January 31

Contractor Initials: [signature]
Date: 3/27/18

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This contract is funded with general and federal funds. Department access to supporting funding for this project is dependent upon meeting the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) (https://www.cfda.gov) #93.994, Maternal and Child Health Services Block Grant to the States

3. The Contractor shall not use or apply contract funds for capital additions, improvements, entertainment costs or any other costs not approved by the Department.

4. Payment for services shall be as follows:

   4.1. Payments shall be on a cost reimbursement basis for approved actual costs in accordance with Exhibits B-1 through Exhibit B-3.

   4.2. The Contractor shall submit invoices in a form satisfactory to the State no later than the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor agrees to keep detailed records of their activities related to Department-funded programs and services.

      4.2.1. Expenditure detail may be requested by the Department on an intermittent basis, which the Contractor must provide.

      4.2.2. Onsite reviews may be required.

   4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

   4.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or invoices may be mailed to:

      Financial Administrator

      Department of Health and Human Services

      Division of Public Health

      29 Hazen Dr.

      Concord, NH 03301

4.5. The final invoice shall be due to the State no later than forty (40) days after the date specified in Form P-37, Block 1.7 Completion Date.

4.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

5. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjusting encumbrances between State Fiscal Years within the price limitation may be made without obtaining approval of the Governor and Executive Council, upon written agreement of both parties.

Exhibit B-1

New Hampshire Department of Health and Human Services

Bidder/Program Name: Weeks Medical Center

Budget Request for: Primary Care Services

Budget Period: April 1, 2018 - June 30, 2018

Line Item	Total Program Cost: Direct Incremental	Total Program Cost: Indirect Fixed	Total Program Cost: Total	Contractor Share / Match: Direct Incremental	Contractor Share / Match: Indirect Fixed	Contractor Share / Match: Total	Funded by DHHS contract share: Direct Incremental	Funded by DHHS contract share: Indirect Fixed	Funded by DHHS contract share: Total
1. Total Salary/Wages	$ 101,501.17	$ -	$ 101,501.17	$ 78,890.17	$ -	$ 78,890.17	$ 22,611.00	$ -	$ 22,611.00
2. Employee Benefits	$ 25,375.29	$ -	$ 25,375.29	$ 25,375.29	$ -	$ 25,375.29	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ 19,031.47	$ -	$ 19,031.47	$ 19,031.47	$ -	$ 19,031.47	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL:	$ 145,907.93	$ -	$ 145,907.93	$ 123,296.93	$ -	$ 123,296.93	$ 22,611.00	$ -	$ 22,611.00

Indirect As A Percent of Direct 0.0%

Exhibit B-2

New Hampshire Department of Health and Human Services

Bidder/Program Name: Weeks Medical Center

Budget Request for: Primary Care Services

Budget Period: July 1, 2018 - June 30, 2019

Line Item	Total Program Cost: Direct Incremental	Total Program Cost: Indirect Fixed	Total Program Cost: Total	Contractor Share / Match: Direct Incremental	Contractor Share / Match: Indirect Fixed	Contractor Share / Match: Total	Funded by DHHS contract share: Direct Incremental	Funded by DHHS contract share: Indirect Fixed	Funded by DHHS contract share: Total
1. Total Salary/Wages	$ 406,004.69	$ -	$ 406,004.69	$ 315,562.69	$ -	$ 315,562.69	$ 90,442.00	$ -	$ 90,442.00
2. Employee Benefits	$ 101,501.17	$ -	$ 101,501.17	$ 101,501.17	$ -	$ 101,501.17	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ 76,125.88	$ -	$ 76,125.88	$ 76,125.88	$ -	$ 76,125.88	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 583,631.74	$ -	$ 583,631.74	$ 493,189.74	$ -	$ 493,189.74	$ 90,442.00	$ -	$ 90,442.00

Indirect As A Percent of Direct 0.0%

Contractor's Initials: _____
Date: 3/27/18

Exhibit B-3

New Hampshire Department of Health and Human Services

Bidder/Program Name: Weeks Medical Center

Budget Request for: Primary Care Services

Budget Period: July 1, 2019 - March 31, 2020

Line Item	Total Program Cost: Direct Incremental	Total Program Cost: Indirect Fixed	Total Program Cost: Total	Contractor Share / Match: Direct Incremental	Contractor Share / Match: Indirect Fixed	Contractor Share / Match: Total	Funded by DHHS contract share: Direct Incremental	Funded by DHHS contract share: Indirect Fixed	Funded by DHHS contract share: Total
1. Total Salary/Wages	$ 310,593.59	$ -	$ 310,593.59	$ 242,761.59	$ -	$ 242,761.59	$ 67,832.00	$ -	$ 67,832.00
2. Employee Benefits	$ 77,848.40	$ -	$ 77,848.40	$ 77,848.40	$ -	$ 77,848.40	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ 58,236.30	$ -	$ 58,236.30	$ 58,236.30	$ -	$ 58,236.30	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 448,478.29	$ -	$ 448,478.29	$ 378,846.29	$ -	$ 378,846.29	$ 67,832.00	$ -	$ 67,832.00

Indirect As A Percent of Direct 0.0%

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

Contractor Initials
Date 2/27/18

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Division reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

3/27/18
Date

Name: MICHAEL D. LEE
Title: PRESIDENT

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name:

3/27/18
Date

Name: MICHAEL D. LEE
Title: PRESIDENT

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

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:

3/27/18
Date

Name: MICHAEL D. LEE
Title: PRESIDENT

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.

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:

3/27/18
Date

Name: MICHAEL D. LEE
Title: PRESIDENT

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:

3/27/18
Date

Name: MICHAEL D. LEE
Title: PRESIDENT

HEALTH INSURANCE PORTABLITY 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, TitleXIII, 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.

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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 (l). 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

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

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.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	WEEKS MEDICAL CENTER
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	MICHAEL D. LEE
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, OPHS	PRESIDENT
Title of Authorized Representative	Title of Authorized Representative
4/26/18	3/27/18
Date	Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

3/27/18
Date

Name: MICHAEL D. LEE
Title: PRESIDENT

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 073968752

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: _____

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or

consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not

use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.

7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the

scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from 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. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

b. safeguard this information at all times.

c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS contact program and policy:
(Insert Office or Program Name)
(Insert Title)
DHHS-Contracts@dhhs.nh.gov

B. DHHS contact for Data Management or Data Exchange issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

C. DHHS contacts for Privacy issues:
DHHSPrivacyOfficer@dhhs.nh.gov

D. DHHS contact for Information Security issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

E. DHHS contact for Breach notifications:
DHHSInformationSecurityOffice@dhhs.nh.gov
DHHSPrivacy.Officer@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Primary Care Services Specific Counties

This 1st Amendment to the Primary Care Services for Specific Countries (contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Amoskeag Health, formerly known as Manchester Community Health Center (hereinafter referred to as "the Contractor"), a non-profit with a place of business at 145 Hollis Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018, (Item #27G), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended and renewed upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.3, Contractor Name to read:

   Amoskeag Health

2. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2021.

3. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $105,000.

4. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

5. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

6. Modify Exhibit A, Scope of Services by deleting it in its entirety and replacing with Exhibit A, Amendment #1, Scope of Services, incorporated by reference and attached herein.
7. Modify Exhibit A-1, Reporting Metrics by deleting it in its entirety and replacing with Exhibit A-1, Reporting Metrics Amendment #1, incorporated by reference and attached herein.
8. Modify Exhibit A-2, Report Timing Requirements by deleting it in its entirety.

9. Modify Exhibit B, Methods and Conditions Precedent to Payment, Subsection 4.1 to read:

   4.1 Payments shall be on a cost reimbursement basis for approved actual costs in accordance with Exhibits B-1 through Exhibit B-5, Amendment #1 Budget, incorporated by reference and attached herein.

10. Add Exhibit B-4 Amendment #1, Budget, incorporated by reference and attached herein.

11. Add Exhibit B-5 Amendment #1, Budget, incorporated by reference and attached herein.

This amendment shall be effective upon the date of Govemor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

Date

Lisa Morris
Director

Amoskeag Health

04/03/20
Date

Name: Kris McCracken, President/CEO
Title:

ju

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/5/2020
Date

Name:
Title:

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting).

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. et seq.

1.4. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered. The Department shall be the payor of last resort.

1.5. The Contractor shall provide Preventative and Primary Health Care, as well as related Care Management and Enabling Services to individuals of all ages, statewide, who are:

1.5.1. Uninsured.

1.5.2. Underinsured.

1.5.3. Low-income (defined as <185% of the U.S. Department of Health and Human Services (US DHHS), Poverty Guidelines.

1.6. The Contractor shall comply with all applicable state and federal laws for the duration of the contract period, including but not limited to:

1.6.1. NH RSA 141-C and Administrative Rule He-P 301, adopted 6/3/08, which requires the reporting of all communicable diseases.

1.6.2. NH RSA 169:C, Child Protection Act; NH RSA 161-F46, Protective Services to Adults, NH RSA 631:6, Assault and Related Offences, and RSA 130:A, Lead Paint Poisoning and Control.

1.6.3. NH RSA 141-C and the Immunization Rules promulgated, hereunder.

2. Eligibility Determination Services

2.1. The Contractor shall notify the Department, in writing, if access to Primary Care Services for new patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

2.2. The Contractor shall assist individuals with completing a Medicaid/Expanded Medicaid and other health insurance application when income calculations

indicate possible Medicaid eligibility.

2.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered.

2.4. The Contractor shall post a notice in a public and conspicuous location noting that no individual will be denied services for an inability to pay.

2.5. The Contractor shall develop and implement a sliding fee scale for services in accordance with the Federal Poverty Guidelines.

2.6. The Contractor shall make the sliding fee scale available to the Department upon request.

3. **Primary Care Services**

3.1. The Contractor shall ensure primary care services are provided by a New Hampshire licensed Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Advanced Practice Registered Nurse (APRN) or Physician Assistant (PA) to eligible individuals in the service area.

3.2. The Contractor shall ensure primary care services include, but are not limited to:

3.2.1. Reproductive health services.

3.2.2. Perinatal health services including, but not limited to, access to obstetrical services either on-site or by referral.

3.2.3. Preventive services, screenings and health education in accordance with established, documented state or national guidelines.

3.2.4. Integrated behavioral health services.

3.2.5. Pathology, radiology, surgical and CLIA-certified laboratory services either on-site or by referral.

3.2.6. Assessment of need and follow-up/referral as indicated for:

3.2.6.1. Tobacco cessation, including referral to QuitWorks-NH, www.QuitWorksNH.org.

3.2.6.2. Social services.

3.2.6.3. Chronic Disease management, including disease specific referral and self-management education such as referral to Diabetes Self-Management Education (DSME) as recommended by American Diabetes Association (ADA).

3.2.6.4. Nutrition services, including Women, Infants and Children (WIC) Food and Nutrition Service, as appropriate;

3.2.6.5. Screening, Brief Intervention and Referral to Treatment (SBIRT) services, including but not limited to contact with the Regional Public Health Network Continuum of Care Development Initiative.

3.2.6.6. Referrals to health, home care, oral health and behavioral health specialty providers who offer sliding scale fees, when available.

3.3. The Contractor shall provide care management for individuals enrolled for primary care services, which includes, but is not limited to:

3.3.1. Integrated and coordinated services that ensure patients receive necessary care, including behavioral health and oral care when and where it is needed and wanted, in a culturally and linguistically appropriate manner.

3.3.2. Access to a healthcare provider by telephone twenty-four (24) hours per day, seven (7) days per week, directly, by referral or subcontract.

3.3.3. Care facilitated by registries, information technology, and health information exchanged.

3.4. The Contractor shall provide and facilitate enabling services, which are non-clinical services, that support the delivery of basic primary care services.

3.5. The Contractor shall facilitate access to comprehensive patient care and social services, as appropriate, that may include, but are not limited to:

3.5.1. Benefits counseling.

3.5.2. Health insurance eligibility and enrollment assistance.

3.5.3. Health education and supportive counseling.

3.5.4. Interpretation/translation for individuals with Limited English Proficiency or other communication needs.

3.5.5. Outreach, which may include the use of community health workers.

3.5.6. Transportation.

3.5.7. Education of patients and the community regarding the availability and appropriate use of health services.

4. Quality Improvement

4.1. The Contractor shall develop, define, facilitate and implement a minimum of two (2) Quality Improvement (QI) projects, which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of targeted patient groups. The Contractor shall ensure:

4.1.1. One (1) QI project focuses on the performance measure designated

by the Maternal and Child Health Section (MCHS), which is Adolescent Well Visits for SFY 2020-2022.

4.1.1.1. A minimum of one (1) other QI project is selected from Exhibit A-1 "Reporting Metrics" MCHS Primary

4.1.1.2. Care Performance Measures are met according to previous performance outcomes identified as needing improvement.

4.2. The Contractor shall utilize Quality Improvement Science to develop and implement a QI Workplan for each QI project. The Contractor shall ensure the QI Workplan includes, but is not limited to:

4.2.1. Specific goals and objectives for the project period; and

4.2.2. Evaluation methods used to demonstrate improvement in the quality, efficiency, and effectiveness of patient care.

4.3. The Contractor shall include baseline measurements for each area of improvement identified in the QI projects, to establish health care services and health status of targeted patient groups in need of improvement.

4.4. The Contractor shall utilize activities in QI projects that enhance clinical workflow and improve patient outcomes, which may include, but are not limited to:

4.4.1. EMR prompts/alerts.

4.4.2. Protocols/Guidelines.

4.4.3. Diagnostic support.Patient registries.Collaborative learning sessions.

5. Staffing

5.1. The Contractor shall ensure all health and allied health professionals have the appropriate, current New Hampshire licenses whether directly employed, contracted or subcontracted.

5.2. The Contractor shall employ a medical services director who:

5.2.1. Has specialized training and experience in primary care services.

5.2.2. Participates in quality improvement activities.

5.2.3. Is available to other staff for consultation, as needed.

5.3. The Contractor shall notify the MCHS, in writing, of any newly hired administrator, clinical coordinator or staff person essential to providing contracted services. The Contractor shall ensure notification:

5.3.1. Is provided to the Department no later than thirty (30) days from the date of hire.

5.3.2. Includes a copy of the newly hired individual's resume.

5.4. The Contractor shall notify the MCHS, in writing, when:

5.4.1. Any critical position is vacant for more than thirty (30) days.

5.4.2. There is not adequate staffing to perform all required services for any period lasting more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

6. **Coordination of Services**

6.1. The Contractor shall participate in activities within the Public Health Region, as appropriate, to enhance the integration of community-based public health prevention and healthcare initiatives being implemented, including but not limited to:

6.1.1. Community needs assessments.

6.1.2. Public health performance assessments.

6.1.3. Regional health improvement plans under development.

6.2. The Contractor shall participate in and coordinate public health activities, as requested by the Department, during any disease outbreak or emergency that affects the public's health.

7. **Required Meetings & Trainings**

7.1. The Contractor shall attend meetings and trainings facilitated by the MCHS programs that include, but are not limited to:

7.1.1. MCHS Agency Directors' meetings.

7.1.2. MCHS Primary Care Coordinators' meetings, which are held two (2) times per year, which may require attendance by agency quality improvement staff.

7.1.3. MCHS Agency Medical Services Directors' meetings.

8. **Workplans, Outcome Reports & Additional Reporting Requirements**

8.1. The Contractor shall collect and report data on the MCHS Primary Care Performance Measures detailed in Exhibit A--1 Reporting Metrics.

8.2. The Contractor shall submit an updated budget narrative, within thirty (30) days of any changes, ensuring the budget narrative includes, but is not limited to:

8.2.1. Staff roles and responsibilities, defining the impact each role has on contract services.

8.2.2. Staff list that details information that includes, but is not limited to:

8.2.2.1. The Full Time Equivalent percentage allocated to contract services.

8.2.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

8.3. The Contractor shall submit a Sources of Revenue report at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

8.4. The Contractor shall submit reports on the date(s) listed, or, in years where the date listed falls on a non-business day, on the Friday immediately prior to the date listed.

8.5. The Contractor is required to complete and submit each report, as instructed by the Department.

8.6. The Contractor shall submit annual reports to the Department, including but not limited to:

8.6.1. Uniform Data Set (UDS) Data tables that reflect program performance for the previous calendar year no later than March 31st.

8.6.2. A summary of patient satisfaction survey results obtained during the prior contract year no later than July 31st.

8.6.3. Quality (QI) Workplans no later than July 31st.

8.6.4. Enabling Services Workplans no later than July 31st.

8.6.5. QI Workplan revisions, as appropriate, no later than September 1st.

8.6.6. Enabling Services Workplan revisions, as appropriate, no later than September 1st.

8.6.7. Corrective Action Plans relating to Performance Measure Outcome Reports, as needed, no later than September 1st.

8.7. The Contractor shall submit semi-annual reports to the Department, including but not limited to:

8.7.1. Primary Care Services Measure Data Trend Table (DTT) is due no later than:

8.7.2. July 31, 2020 for the measurement period of July 1, 2019 through June 30, 2020.

8.7.3. January 31, 2021 for the measurement period of January 1, 2020 through December 31, 2020.

8.7.4. July 31, 2021 for the measurement period of July 1, 2020 through June 30, 2021.

8.7.5. January 31, 2022 for the measurement period of January 1, 2021 through December 31, 2021.

9. On-Site Reviews

9.1. The Contractor shall permit a team or person authorized by the Department to periodically review the Contractor's:

9.1.1. Systems of governance.

9.1.2. Administration.

9.1.3. Data collection and submission.

9.1.4. Clinical and financial management.

9.1.5. Delivery of education services.

9.2. The Contractor shall cooperate with the Department to ensure information needed for the reviews is accessible and provided, which includes, but is not limited to:

9.2.1. Client records.

9.2.2. Documentation of approved enabling services and quality improvement projects, including process and outcome evaluations.

9.3. The Contractor shall take corrective actions, as advised by the Department's review team, if services provided are not in compliance with the contract requirements.

10. Performance Measures

10.1. The Contractor shall define Annual Improvement Objectives that are measurable, specific and align to the provision of primary care services defined within Exhibit A-1 Reporting Metrics.

1. Definitions

1.1. **Measurement Year** – Measurement Year consists of 365 days and is defined as either:

1.1.1. The calendar year, (January 1st through December 31st); or

1.1.2. The state fiscal year (July 1st through June 30th).

1.2. **Medical Visit** – Medical visit is defined as any office visit including all well-care and acute-care visits.

1.3. **HEDIS** – Healthcare Effectiveness Data and Information Set

1.4. **NQF** – National Quality Forum

1.5. **Title V** – Federal Maternal and Child Health Services Block Grant

1.6. **UDS** – Uniform Data System

1.7. **NH MCHS** – New Hampshire Maternal and Child Health Section

2. MCHS PRIMARY CARE PERFORMANCE MEASURES

2.1. **Breastfeeding**

2.1.1. Percent of infants who are ever breastfed (Title V PM #4).

2.1.1.1. Numerator: All patient infants who were ever breastfed or received breast milk.

2.1.1.2. Numerator Note: The American Academy of Pediatrics recommends all infants exclusively breastfeed for about six (6) months as human milk supports optimal growth and development by providing all required nutrients during that time.

2.1.1.3. Denominator: All patient infants born in the measurement year.

2.2. **Preventive Health: Lead Screening**

2.2.1. Percent of children three (3) years of age who had two (2) or more capillary or venous lead blood test for lead poisoning by their third birthday. (NH MCHS).

2.2.1.1. Numerator: All patient children who received at least one capillary or venous lead screening test between nine (9) months to eighteen (18) months of age AND one (1) capillary

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or venous lead screening test between nineteen (19) to thirty (30) months of age.

2.2.1.2. Denominator: All patient children who turned three (3) years old during the measurement year that had at least one (1) medical visit during the measurement year.

2.3. **Preventive Health: Adolescent Well-Care Visit**

2.3.1. Percent of adolescents, twelve (12) through twenty-one (21) years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year (HEDIS).

2.3.1.1. Numerator: Number of adolescents, ages 12 through 21 years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year.

2.3.1.2. Denominator: Number of patient adolescents, ages 12 through 21 years of age by the end of the measurement year.

2.4. **Preventive Health: Depression Screening**

2.4.1. Percentage of patients ages twelve (12) and older screened for clinical depression using an age appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NQF 0418, UDS).

2.4.1.1. Numerator: Patients twelve (12) years and older who are screened for clinical depression using an age-appropriate standardized depression screening tool **AND** if positive, a follow-up plan documented.

2.4.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented follow-up plan.

2.4.1.3. Denominator: All patients twelve (12) years and older by the end of the measurement year who had at least one (1) medical visit during the measurement year.

2.4.1.4. Denominator Exception: Depression screening not performed due to medical contraindicated or patient refusal.

2.4.1.5. Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as suicide risk assessment and/or referral to practitioner who is qualified to

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diagnose and treat depression, and/or notification of primary care provider.

2.4.2. Maternal Depression Screening

2.4.2.1. Percentage of women who are screened for clinical depression during any visit up to twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NH MCHS).

2.4.2.1.1. Numerator: Women who are screened for clinical depression during the first twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if screened positive have documented follow-up plan.

2.4.2.1.2. Numerator Note: Numerator includes women who screened negative PLUS women who screened positive AND have documented follow-up plan.

2.4.2.1.3. Denominator: All women who had any office visit up to twelve (12) weeks following delivery during the measurement year.

2.4.2.1.4. Denominator Exception: Documentation of depression screening not performed due to medical contraindicated or patient refusal.

2.4.2.1.5. Follow-Up Plan: Proposed outline of treatment to be conducted as a result, of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as Suicide Risk Assessment and/or referral to a practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.5. **Preventive Health: Obesity Screening**

2.5.1. Percentage of patients aged 18 years and older with a calculated BMI in the past six months or during the current visit documented in the

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medical record AND if the most recent BMI is outside of normal parameters, a follow-up plan is documented (NQF 0421, UDS).

2.5.1.1. Normal parameters: Age 65 and older BMI ≥ 23 and < 30

Age 18 through 64 BMI ≥ 18.5 and < 25

2.5.1.2. Numerator: Patients with BMI calculated within the past six months or during the current visit and a follow-up plan documented if the BMI is outside of parameters (Normal BMI + abnormal BMI with documented plan).

2.5.1.3. Follow-Up Plan: Proposed outline of follow-up plan to be conducted as a result of BMI outside of normal parameters. The follow-up plan can include documentation of a future appointment, education, referral (such as registered dietician, nutritionist, occupational therapist, primary care physician, exercise physiologist, mental health provider, surgeon, etc.), prescription of/administration of dietary supplements, exercise counseling, nutrition counseling, etc.

2.5.1.4. Denominator: All patients aged 18 years and older who had at least one (1) medical visit during the measurement year.

2.5.2. Percent of patients aged 3 through 17 who had evidence of BMI percentile documentation AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year (UDS).

2.5.2.1. Numerator: Number of patients in the denominator who had their BMI percentile (not just BMI or height and weight) documented during the measurement year AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year.

2.5.2.2. Denominator: Number of patients who were one year after their second birthday (i.e., were 3 years of age) through adolescents who were aged up to one year past their 16th birthday (i.e., up until they were 17) at some point during the measurement year, who had at least one medical visit during the reporting year, and were seen by the health center for the first time prior to their 17th birthday.

2.6. **Preventive Health: Tobacco Screening**

2.6.1. Percent of patients aged 18 years and older who were screened for tobacco use at least once during the measurement year or prior year

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AND who received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user (UDS).

2.6.1.1. Numerator: Number of patients in the denominator for whom documentation demonstrates that patients were queried about their tobacco use one or more times during their most recent visit OR within twenty-four (24) months of the most recent visit and received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user.

2.6.1.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.6.1.4. Definitions:

2.6.1.4.1. Tobacco Use: Includes any type of tobacco.

2.6.1.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy.

2.6.2. Percent of women who are screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user (NH MCHS).

2.6.2.1. Numerator: Pregnant women who were screened for tobacco use during each trimester AND who received tobacco

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cessation counseling intervention if identified as a tobacco user.

2.6.2.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.2.3. Denominator: All women who delivered a live birth in the measurement year.

2.7. At Risk Population: Hypertension

2.7.1. Percentage of patients aged 18 through 85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90mmHG) during the measurement year (NQF 0018).

2.7.1.1. Numerator: Number of patients from the denominator with blood pressure measurement less than 140/90 mm HG at the time of their last measurement.

2.7.1.2. Denominator: Number of patients age 18 through 85 with diagnosed hypertension (must have been diagnosed with hypertension 6 or more months before the measurement date) who had at least one (1) medical visit during the measurement year. (Excludes pregnant women and patients with End Stage Renal Disease.)

2.8. Patient Safety: Falls Screening

2.8.1. Percent of patients aged 65 years and older who were screened for fall risk at least once within 12 months (NH MCHS).

2.8.1.1. Numerator: Patients who were screened for fall risk at least once within the measurement year.

2.8.1.2. Denominator: All patients aged 65 years and older seen by a health care provider within the measurement year.

2.9. SBIRT

2.9.1. SBIRT – Percent of patients, aged 18 years and older who were screened for substance use, using a formal valid screening tool, during any medical visit AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.1.1. Numerator: Number of patients in the denominator who were screened for substance use, using a formal valid screening

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tool, during any medical visit AND if positive, who received a brief intervention and/or referral to services.

2.9.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.9.1.4. Definitions:

2.9.1.4.1. Substance Use: Includes any type of alcohol or drug.

2.9.1.4.2. Brief Intervention: Includes guidance or counseling.

2.9.1.4.3. Referral to Services: includes any recommendation of direct referral for substance abuse services.

2.9.2. Percent of pregnant women who were screened, using a formal valid screening tool, for substance use, during every trimester they are enrolled in the prenatal program AND if positive; received a brief intervention or referral to services (NH MCHS).

2.9.2.1. Numerator: Number of women in the denominator who were screened for substance use, using a formal and valid screening tool, during each trimester that they were enrolled in the prenatal program AND if positive, received a brief intervention or referral to services

2.9.2.2. Numerator Note: numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.2.3. Denominator: Number of women enrolled in the agency prenatal program and who had a live birth during the measurement year.

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Date: 3/3/20

Exhibit B-4 Amendment 1, Budget

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Ammonoosuc Health

Budget Request for: PRIMARY CARE SERVICES for Specific Counties

Budget Period: April 1, 2020 - June 30, 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salaries/Wages	$	$	$	$	$	$	$	$	$
2. Employee Benefits	$	$	$	$	$	$	$	$	$
3. Consultants	$	$	$	$	$	$	$	$	$
4. Equipment:	$	$	$	$	$	$	$	$	$
Rental	$	$	$	$	$	$	$	$	$
Repair and Maintenance	$	$	$	$	$	$	$	$	$
Purchase/Depreciation	$	$	$	$	$	$	$	$	$
5. Supplies:	$								
Educational	$	$	$	$	$	$	$	$	$
Lab	$	$	$	$	$	$	$	$	$
Pharmacy	$	$	$	$	$	$	$	$	$
Medical	$	$	$	$	$	$	$	$	$
Office	$	$	$	$	$	$	$	$	$
6. Travel	$	$	$	$	$	$	$	$	$
7. Occupancy	$	$	$	$	$	$	$	$	$
8. Current Expenses	$								
Telephone	$	$	$	$	$	$	$	$	$
Postage	$	$	$	$	$	$	$	$	$
Subscriptions	$	$	$	$	$	$	$	$	$
Audit and Legal	$	$	$	$	$	$	$	$	$
Insurance	$	$	$	$	$	$	$	$	$
Board Expenses	$	$	$	$	$	$	$	$	$
9. Software	$	$	$	$	$	$	$	$	$
10. Marketing/Communications	$	$	$	$	$	$	$	$	$
11. Staff Education and Training	$	$	$	$	$	$	$	$	$
12. Subcontracts/Agreements	$	$	$	$	$	$	$	$	$
13. Other (specific details mandatory):	$	$	$	$	$	$	$	$	$
	$	$	$	$	$	$	$	$	$
	$	$	$	$	$	$	$	$	$
TOTAL	$ 4,866.86	$ 486.69	$ 5,353.55	$ 321.41	$ 32.14	$ 353.55	$ 8,545.45	$ 854.55	$ 9,400.00

Indirect As A Percent of Direct: 10.0%

Contractor Initials: KAC
Date: 3/3/20

Exhibit B-4 Amendment #1, Budget
Ammonoosuc Health
RFP-2018-DPHS-03 PRIMA 01 A01

Budget Form Page 1

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Exhibit B-5 Amendment #1, Budget

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Androscoggin Health

Budget Request for: PRIMARY CARE SERVICES for Specific Counties
(Amendment)

Budget Period: July 1, 2020 - June 30, 2021

Line Item	Total Program Cost: Direct Incremental	Total Program Cost: Indirect Fixed	Total Program Cost: Total	Contractor Share / Match: Direct Incremental	Contractor Share / Match: Indirect Fixed	Contractor Share / Match: Total	*Funded by DHHS contract share: Direct Incremental	*Funded by DHHS contract share: Indirect Fixed	*Funded by DHHS contract share: Total
1. Total Salary/Wages	$ [illegible]	$ [illegible]	$ [illegible]	$ -	$ -	$ -	$ [illegible]	$ [illegible]	$ [illegible]
2. Employee Benefits	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:									
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses									
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (not to exceed 10% of Total)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ 20,000.00

Indirect As A Percent of Direct [illegible]%

Exhibit B-5 Amendment #1 Budget
Androscoggin Health
RFP-2018-DPHS-06-PRIMA-01-A01

Contractor Initials: KA-S
Date: 3/3/20

Budget Form FY21

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State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that AMOSKEAG HEALTH is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 07, 1992. 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; and the attached is a true copy of the list of documents on file in this office.

Business ID: 175115
Certificate Number: 0004694687

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 6th day of January A.D. 2020.

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, David Crespo, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary of Amoskeag Health (formerly Manchester Community Health Center).
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March 3, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Kris McCracken, President/CEO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Amoskeag Health (formerly Manchester Community Health Center) to enter into
(Name of Corporation or LLC)

contracts or agreements with the State 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 amendment to which this certificate is attached. 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: 3-3-2020

David Crespo
(Name and Title)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The foregoing instrument was acknowledged before me this 3rd day of March, 2020.

By David Crespo
(Name of Elected Clerk/Secretary of the Agency)

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

JAEL L. ROBERGE
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
August 28, 2024

Commission Expires: _____

Rev. 09/23/19

MANCCOM-01 PCANTLIN

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/22/2020

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 — NAIC #

INSURER A: Selective Insurance Company of the Southeast — 39926
INSURER B: Citizens Ins Co of America — 31534
INSURER C: AIX Specialty Insurance Co — 12833
INSURER D:
INSURER E:
INSURER F:

INSURED
Amoskeag Health
145 Hollis Street
Manchester, NH 03101

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE $	1,000,000
	CLAIMS-MADE X OCCUR			S 2291045	11/1/2019	11/1/2020	DAMAGE TO RENTED PREMISES (Ea occurrence) $	300,000
							MED EXP (Any one person) $	10,000
							PERSONAL & ADV INJURY $	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE $	3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG $	3,000,000
	OTHER						$	
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $	1,000,000
	ANY AUTO			S 2291045	11/1/2019	11/1/2020	BODILY INJURY (Per person) $	
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident) $	
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) $	
							$	
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE $	4,000,000
	EXCESS LIAB CLAIMS-MADE			S 2291045	11/1/2019	11/1/2020	AGGREGATE $	4,000,000
	DED RETENTION $						$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N		WBVH092216	11/1/2019	11/1/2020	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT $	500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE $	500,000
							E.L. DISEASE - POLICY LIMIT $	500,000
C	FTCA Gap Liability			L1VA515491	7/1/2019	7/1/2020	Each Incident	1,000,000
C	FTCA Gap Liability			L1VA515491	7/1/2019	7/1/2020	Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

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.

AUTHORIZED REPRESENTATIVE

Kurt Cate

AMOSKEAG HEALTH

MISSION

To improve the health and well-being of our patients and the communities we serve by providing exceptional care and services that are accessible to all.

VISION

We envision a healthy and vibrant community with strong families and tight social fabric that ensures everyone has the tools they need to thrive and succeed.

CORE VALUES

We believe in:

- Promoting wellness and empowering patients through education
- Removing barriers so that our patients achieve and maintain their best possible health
- Providing exceptional, evidence-based and patient-centered care
- Fostering an environment of respect, integrity and caring where all people are treated equally with dignity and courtesy

BerryDunn

[redacted]

AMOSKEAG HEALTH

FINANCIAL STATEMENTS

June 30, 2019 and 2018

With Independent Auditor's Report

[redacted]

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Manchester Community Health Center
d/b/a Amoskeag Health

We have audited the accompanying financial statements of Manchester Community Health Center d/b/a Amoskeag Health, which comprise the balance sheets as of June 30, 2019 and 2018, and the related statements of operations, functional expenses, changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the 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 financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Manchester Community Health Center d/b/a Amoskeag Health as of June 30, 2019 and 2018, and the results of its operations, changes in its net assets and its 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 financial statements, in 2019 Manchester Community Health Center d/b/a Amoskeag Health adopted new accounting guidance, Financial Accounting Standards Board Accounting Standards Update No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities* (Topic 958). Our opinion is not modified with respect to this matter.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
November 8, 2019

MANCHESTER COMMUNITY HEALTH CENTER
D/B/A AMOSKEAG HEALTH

Balance Sheets

June 30, 2019 and 2018

ASSETS

	2019	2018
Current assets		
Cash and cash equivalents	$ 1,368,835	$ 1,045,492
Patient accounts receivable, net	1,890,683	1,784,891
Grants and other receivables	1,063,463	523,673
Other current assets	174,461	185,012
Total current assets	4,497,442	3,539,068
Property and equipment, net	4,397,203	4,650,347
Total assets	$ 8,894,645	$ 8,189,415

LIABILITIES AND NET ASSETS

Current liabilities		
Line of credit	$ 450,000	$ 1,185,000
Accounts payable and accrued expenses	576,623	583,461
Accrued payroll and related expenses	1,210,890	1,116,406
Current maturities of long-term debt	46,368	53,722
Total current liabilities	2,283,881	2,938,589
Long-term debt, less current maturities	1,594,959	1,153,279
Total liabilities	3,878,840	4,091,868
Net assets		
Without donor restrictions	4,409,285	3,392,211
With donor restrictions	606,520	705,336
Total net assets	5,015,805	4,097,547
Total liabilities and net assets	$ 8,894,645	$ 8,189,415

The accompanying notes are an integral part of these financial statements

MANCHESTER COMMUNITY HEALTH CENTER
D/B/A AMOSKEAG HEALTH

Statements of Operations

Years Ended June 30, 2019 and 2018

	2019	2018
Operating revenue		
Patient service revenue	$10,543,526	$ 9,898,890
Provision for bad debts	(380,456)	(749,930)
Net patient service revenue	10,163,070	9,148,960
Grants, contracts and support	8,260,664	7,304,866
Other operating revenue	546,428	180,701
Net assets released from restriction for operations	1,066,720	1,027,841
Total operating revenue	20,036,882	17,662,368
Operating expenses		
Salaries and wages	11,994,846	11,109,774
Employee benefits	2,270,095	2,206,269
Program supplies	525,199	501,734
Contracted services	2,175,172	2,381,708
Occupancy	716,607	671,108
Other	841,861	760,400
Depreciation and amortization	428,159	402,532
Interest	100,845	91,771
Total operating expenses	19,052,784	18,125,296
Excess (deficiency) of revenue over expenses	984,098	(462,928)
Net assets released from restriction for capital acquisition	32,976	764,059
Increase in net assets without donor restrictions	$ 1,017,074	$ 301,131

The accompanying notes are an integral part of these financial statements.

MANCHESTER COMMUNITY HEALTH CENTER
D/B/A AMOSKEAG HEALTH

Statements of Functional Expenses

Years Ended June 30, 2019 and 2018

	2019											
	Healthcare Services								Administrative and Support Services			
	Non-clinical Support Services	Enabling Services	Behavioral Health	Pharmacy	Medical	Special Medical Programs	Community Services	Total Healthcare Services	Facility	Marketing and Fundraising	Administration	Total
Salaries and wages	$ 1,697,621	$ 510,217	$ 1,752,659	$ 34,993	$ 5,377,237	$ 845,292	$ 115,735	$10,333,754	$ 120,979	$ 144,863	$ 1,395,250	$11,994,846
Employee benefits	323,075	97,869	330,299	6,406	932,471	164,397	20,419	1,874,936	22,428	27,986	344,745	2,270,095
Program supplies	1,047	5,896	39,987	254,261	217,078	5,211	1,030	524,510	412	120	157	525,199
Contracted services	76,373	251,088	202,352	336,857	445,115	395,557	220,523	1,927,865	21,225	21,502	204,580	2,175,172
Occupancy	121,143	16,549	105,959	4,260	687,382	116,132	-	1,051,425	(516,379)	17,186	164,375	716,607
Other	58,708	6,528	109,127	482	137,613	31,160	25,718	369,336	56,513	36,580	379,432	841,861
Depreciation and amortization	-	-	3,530	-	45,077	474	-	49,081	255,603	-	123,475	428,159
Interest	-	-	-	-	-	-	-	-	39,219	-	61,626	100,845
Total	$ 2,277,967	$ 888,147	$ 2,543,913	$ 637,259	$ 7,841,973	$ 1,558,223	$ 383,425	$16,130,907	$ -	$ 248,237	$ 2,673,640	$19,052,784

	2018											
	Healthcare Services								Administrative and Support Services			
	Non-clinical Support Services	Enabling Services	Behavioral Health	Pharmacy	Medical	Special Medical Programs	Community Services	Total Healthcare Services	Facility	Marketing and Fundraising	Administration	Total
Salaries and wages	$ 1,550,575	$ 511,036	$ 1,360,597	$ 66,637	$ 5,125,736	$ 834,055	$ 206,923	$ 9,655,559	$ 45,163	$ 134,754	$ 1,274,298	$11,109,774
Employee benefits	363,556	121,183	322,169	15,812	678,442	170,542	48,042	1,719,746	8,984	30,312	447,227	2,206,269
Program supplies	25	19,582	15,791	229,960	227,957	5,422	2,406	501,143	118	-	473	501,734
Contracted services	110,040	192,406	209,630	313,746	419,183	363,843	388,039	1,996,887	19,492	49,221	316,108	2,381,708
Occupancy	107,090	14,643	93,948	3,770	597,530	102,757	-	919,738	(408,934)	15,207	145,097	671,108
Other	35,997	8,526	33,188	383	126,640	34,815	47,644	287,193	57,639	27,650	387,918	760,400
Depreciation and amortization	-	-	-	-	26,580	127	-	26,707	242,096	-	133,729	402,532
Interest	-	-	-	-	-	-	-	-	35,442	-	56,329	91,771
Total	$ 2,157,283	$ 867,376	$ 2,035,323	$ 630,308	$ 7,202,068	$ 1,511,561	$ 693,054	$15,106,973	$ -	$ 257,144	$ 2,761,179	$18,125,296

The accompanying notes are an integral part of these financial statements.

MANCHESTER COMMUNITY HEALTH CENTER
D/B/A AMOSKEAG HEALTH

Statements of Changes in Net Assets

Years Ended June 30, 2019 and 2018

	2019	2018
Net assets without donor restrictions		
Excess (deficiency) of revenue over expenses	$ 984,098	$ (462,928)
Net assets released from restriction for capital acquisition	32,976	764,059
Increase in net assets without donor restrictions	1,017,074	301,131
Net assets with donor restrictions		
Contributions	1,000,880	1,585,719
Net assets released from restriction for operations	(1,066,720)	(1,027,841)
Net assets released from restriction for capital acquisition	(32,976)	(764,059)
Decrease in net assets with donor restrictions	(98,816)	(206,181)
Change in net assets	918,258	94,950
Net assets, beginning of year	4,097,547	4,002,597
Net assets, end of year	$ 5,015,805	$ 4,097,547

The accompanying notes are an integral part of these financial statements.

MANCHESTER COMMUNITY HEALTH CENTER
D/B/A AMOSKEAG HEALTH

Statements of Cash Flows

Years Ended June 30, 2019 and 2018

	2019	2018
Cash flows from operating activities		
Change in net assets	$ 918,258	$ 94,950
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Provision for bad debts	380,456	749,930
Depreciation and amortization	428,159	402,532
Equity in earnings from limited liability company	-	(2,291)
Contributions and grants for long-term purposes	-	(475,001)
(Increase) decrease in the following assets		
Patient accounts receivable	(486,248)	(533,881)
Grants and other receivables	(539,790)	476,961
Prepaid expenses	10,551	(30,721)
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	(6,838)	(152,163)
Accrued payroll and related expenses	94,484	57,126
Net cash provided by operating activities	799,032	587,442
Cash flows from investing activities		
Capital expenditures	(174,314)	(1,012,051)
Net cash used by investing activities	(174,314)	(1,012,051)
Cash flows from financing activities		
Contributions and grants for long-term purposes	-	475,001
Proceeds from line of credit	-	450,000
Payments on line of credit	(235,000)	(75,000)
Payments on long-term debt	(66,375)	(51,790)
Net cash (used) provided by financing activities	(301,375)	798,211
Net increase in cash and cash equivalents	323,343	373,602
Cash and cash equivalents, beginning of year	1,045,492	671,890
Cash and cash equivalents, end of year	$ 1,368,835	$ 1,045,492
Supplemental disclosures of cash flow information		
Cash paid for interest	$ 100,845	$ 91,771
Non-cash transactions		
Line of credit refinanced as long-term debt	$ 500,000	$ -

The accompanying notes are an integral part of these financial statements.

1. Summary of Significant Accounting Policies

Organization

Manchester Community Health Center d/b/a Amoskeag Health (the Organization) is a not-for-profit corporation organized in New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) providing high-quality, comprehensive family oriented primary healthcare services which meet the needs of a diverse community, regardless of age, ethnicity or income.

Recently Adopted Accounting Pronouncement

In August 2016, the Financial Accounting Standards Board issued Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities* (Topic 958), which makes targeted changes to the not-for-profit financial reporting model. The ASU marks the completion of the first phase of a larger project aimed at improving not-for-profit financial reporting. Under the ASU, net asset reporting is streamlined and clarified. The existing three category classification of net assets is replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions." The guidance simplified the reporting of deficiencies in endowment funds and clarified the accounting for the lapsing of restrictions on gifts to acquire property, plant and equipment. New disclosures which highlight restrictions on the use of resources that make otherwise liquid assets unavailable for meeting near-term financial requirements have been added. The ASU also imposes several new requirements related to reporting expenses. The Organization has adjusted the presentation of these statements accordingly. The ASU has been applied retrospectively to 2018; however, there was no impact to total net assets, results of operations or cash flows.

Basis of Presentation

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (U.S. GAAP), which requires the Organization to report information in the 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 Organization. These net assets may be used at the discretion of the Organization's management and the Board of Directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

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 the 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 statements of operations and changes in net assets as net assets released from restriction. Donor-restricted contributions whose restrictions are met in the same year as received are reflected as contributions without donor restrictions in the accompanying financial statements.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP generally requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Organization 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. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and petty cash funds.

The Organization has cash deposits in major financial institutions which exceed federal depository insurance limits. The Organization has not experienced losses in such accounts and management believes the credit risk related to these deposits is minimal.

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, including distributions from the Eva M. Montembeault Revocable Trust in the amount of $450,000 at June 30, 2019.

The Organization 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, 2019 and 2018, grants from DHHS (including both direct awards and awards passed through other organizations) represented approximately 61% and 76%, respectively, of grants, contracts and support revenue.

Investment in Limited Liability Company

The Organization is one of eight partners who each made a capital contribution of $500 to Primary Health Care Partners (PHCP). The purposes of PHCP are: (i) to engage and contract directly with the payers of health care to influence the design and testing of emerging payment methodologies; (ii) to achieve the three part aim of better care for individuals, better health for populations and lower growth in expenditures in connection with both governmental and non-governmental payment systems; (iii) to undertake joint activities to offer access to high quality, cost effective medical, mental health, oral health, home care and other community-based services, based upon the medical home model of primary care delivery, that promote health and well-being by developing and implementing effective clinical and administrative systems in a manner that is aligned with the FQHC model; and to lead collaborative efforts to manage costs and improve the quality of primary care services delivered by health centers operated throughout the state of New Hampshire; and (iv) to engage in any and all lawful activities, including without limitation the negotiation of contracts, agreements and/or arrangements (with payers and other parties). The Organization's investment in PHCP is reported using the equity method and the investment amounted to $22,589 at June 30, 2019 and 2018 and is included in other current assets on the accompanying balance sheets.

Property and Equipment

Property and equipment acquisitions are recorded at cost. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method.

Gifts of long-lived assets such as land, buildings or equipment are reported as net assets without donor restrictions, and excluded from the excess (deficiency) of revenue over expenses, unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as net assets with donor restrictions. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

340B Drug Pricing Program

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHCs and other identified entities at a reduced price. The Organization contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of the Organization and bill Medicare, Medicaid managed care companies and commercial insurances on behalf of the Organization. Reimbursement received by the pharmacies is remitted to the Organization, less dispensing and administrative fees. Gross revenue generated from the program is included in patient service revenue. The cost of drug replenishments and fees related to the program are included in program supplies and contracted services, respectively, in the accompanying statements of operations and functional expenses.

Functional Expenses

The financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include depreciation, interest, and office and occupancy costs, which are allocated on a square-footage basis, as well as the shared systems technology fees for the Organization's medical records and billing system, which is allocated based on the percentage of patients.

Excess (Deficiency) of Revenue Over Expenses

The statements of operations reflect the excess (deficiency) of revenue over expenses. Changes in net assets without donor restrictions which are excluded from the excess (deficiency) of revenue over expenses include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through November 8, 2019, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to optimize the investment of its available funds.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing activities and general administration, as well as the conduct of services undertaken to support those activities to be general expenditures.

In addition to financial assets available to meet general expenditures over the next 12 months, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures not covered by donor-restricted resources.

The Organization had working capital of $2,213,561 and $600,479 at June 30, 2019 and 2018, respectively. The Organization had average days cash and cash equivalents on hand (based on normal expenditures) of 27 and 22 at June 30, 2019 and 2018, respectively.

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses and scheduled principal payments on debt, were as follows:

	2019	2018
Cash and cash equivalents	$ 1,368,835	$ 1,045,492
Accounts receivable, net	1,890,683	1,784,891
Grants and other receivables	1,063,463	523,673
Financial assets available	4,322,981	3,354,056
Less net assets with donor restrictions	606,520	606,520
Financial assets available for current use	$ 3,716,461	$ 2,747,536

The Organization's goal is generally to have, at the minimum, the Health Resources and Services Administration (HRSA) recommended days cash on hand for operations of 30 days.

The Organization has a $1,000,000 line of credit, as discussed in more detail in Note 5. As of June 30, 2019, $550,000 remained available on the line of credit.

3. Accounts Receivable

Patient accounts receivable consisted of the following:

	2019	2018
Patient accounts receivable	$ 3,115,302	$ 2,906,188
Contract 340B pharmacy program receivables	106,443	97,783
Total patient accounts receivable	3,221,745	3,003,971
Allowance for doubtful accounts	(1,331,062)	(1,219,080)
Patient accounts receivable, net	$ 1,890,683	$ 1,784,891

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. Primary payers representing 10% or more of the Organization's gross patient accounts receivable are as follows:

	2019	2018
Medicare	13 %	13 %
Medicaid	26 %	23 %

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectibility of patient accounts receivable, the Organization analyzes its past history and identifies trends for each individual payer. In addition, balances in excess of one year are 100% reserved. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts follows:

	2019	2018
Balance, beginning of year	$ 1,219,080	$ 1,702,394
Provision for bad debts	380,456	749,930
Write-offs	(268,474)	(1,233,244)
Balance, end of year	$ 1,331,062	$ 1,219,080

The increase in the allowance is due to an increase in balances over 240 days old.

4. Property and Equipment

Property and equipment consists of the following:

	2019	2018
Land	$ 81,000	$ 81,000
Building and leasehold improvements	5,125,647	5,109,921
Furniture and equipment	2,120,471	1,961,844
Total cost	7,327,118	7,152,765
Less accumulated depreciation	2,929,915	2,502,418
Property and equipment, net	$ 4,397,203	$ 4,650,347

The Organization made renovations to certain buildings with Federal grant funding. In accordance with the grant agreements, a Notice of Federal Interest (NFI) is required to be filed in the appropriate official records of the jurisdiction in which the property is located. The NFI is designed to notify any prospective buyer or creditor that the Federal Government has a financial interest in the real property acquired under the aforementioned grant; that the property may not be used for any purpose inconsistent with that authorized by the grant program statute and applicable regulations; that the property may not be mortgaged or otherwise used as collateral without the written permission of the Associate Administrator of the Office of Federal Assistance Management (OFAM), HRSA; and that the property may not be sold or transferred to another party without the written permission of the Associate Administrator of OFAM, HRSA.

5. Line of Credit

The Organization had a $1,500,000 line of credit demand note with a local banking institution through April 15, 2019 at which time the credit line was reduced to $1,000,000. The line of credit is collateralized by all assets. The interest rate is LIBOR plus 3.5% (5.91% at June 30, 2019). There was an outstanding balance on the line of credit of $450,000 and $1,185,000 at June 30, 2019 and 2018, respectively.

6. Long-Term Debt

Long-term debt consists of the following:

	2019	2018
Note payable, with a local bank (see terms below)	$ 1,634,694	$ 1,194,313
Note payable, New Hampshire Health and Education Facilities Authority (NHHEFA), payable in monthly installments of $513, including interest at 1.00%, due July 2020, collateralized by all business assets	6,633	12,688
Total long-term debt	1,641,327	1,207,001
Less current maturities	46,368	53,722
Long-term debt, less current maturities	$ 1,594,959	$ 1,153,279

The Organization had a promissory note with Citizens Bank, N. A. (Citizens), collateralized by real estate, with a balloon payment due December 1, 2018 and which was refinanced in April 2019 for $1,670,000 with NHHEFA participating in the lending for $450,000 of the note payable. Monthly payments of $8,595, including interest fixed at 3.76%, are based on a 25 year amortization schedule and are to be paid through April 2026, at which time a balloon payment will be due for the remaining balance, collateralized by real estate.

Scheduled principal repayments of long-term debt for the next five years and thereafter follows:

2020	$ 46,368
2021	42,505
2022	43,616
2023	45,308
2024	46,912
Thereafter	1,416,618
Total	$ 1,641,327

The Organization is required to meet an annual minimum working capital and debt service coverage debt covenants as defined in the loan agreement with Citizens. In the event of default, Citizens has the option to terminate the agreement and immediately request payment of the outstanding debt without notice of any kind to the Organization. The Organization is in compliance with all loan covenants at June 30, 2019.

7. Net Assets With Donor Restrictions

Net assets with donor restrictions for specific purposes consisted of cash and cash equivalents and grants and other receivables due within a year and were restricted for the following purposes:

	2019	2018
Purpose restricted:		
Healthcare services	$ 344,323	$ 365,301
Child health services	140,226	162,045
Capital improvements	20,613	76,632
Perpetual in nature:		
Available to borrow for working capital as needed	101,358	101,358
Total	$ 606,520	$ 705,336

8. Patient Service Revenue

Patient service revenue follows:

	2019	2018
Gross charges	$18,103,265	$17,126,053
Contract 340B pharmacy revenue	1,553,866	1,343,871
Total gross revenue	19,657,131	18,469,924
Contractual adjustments	(7,174,190)	(6,929,944)
Sliding fee scale discounts	(1,939,415)	(1,641,090)
Total patient service revenue	$10,543,526	$ 9,898,890

Revenue from Medicaid accounted for approximately 53% and 51% of the Organization's gross patient service revenue for the years ended June 30, 2019 and 2018, respectively. No other individual payer represented more than 10% of the Organization's gross patient service revenue.

Laws and regulations governing the Medicare, Medicaid and 340B programs are complex and subject to interpretation. The Organization believes that it is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare, Medicaid and 340B. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

A summary of the payment arrangements with major third-party payers follows:

Medicare

The Organization is reimbursed for the medical care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by Federal guidelines. Overall, reimbursement is subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through June 30, 2018.

Medicaid and Other Payers

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively-determined rates per visit and contractually obligated payment rates which may be less than the Organization's public fee schedule.

Charity Care

The Organization provides care to patients who meet certain criteria under its sliding fee discount policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization sliding fee discount policy amounted to $2,217,386 and $1,882,644 for the years ended June 30, 2019 and 2018, respectively. The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

9. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 403(b) that covers substantially all employees. The Organization contributed $309,981 and $338,779 for the years ended June 30, 2019 and 2018, respectively.

10. Medical Malpractice Insurance

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of the year ended June 30, 2019, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and additional medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

11. Lease Commitments

The Organization leases office space and certain other office equipment under noncancelable operating leases. Future minimum lease payments under these leases are:

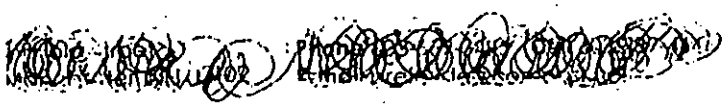
2020	$ 172,099
2021	139,989
2022	110,803
2023	78,057
2024	59,565
Total	$ 560,513

Rent expenses amounted to $199,895 and $241,375 for the years ended June 30, 2019 and 2018, respectively.

AMOSKEAG HEALTH BOARD OF DIRECTORS AS OF 03/02/2020

Catherine Marsellos	Paralegal	Consumer
Mohammad "Saleem" Yusuf	Professor of IT/Software Development	Consumer
David Crespo	Field Consultant	Consumer
Angella Chen-Shadeed	Caregiver	Consumer
Dennis "Danny" Carlsen	Landlord	Consumer
Maria Mariano	Retired	Consumer
Phillip Adams	Carpenter	Consumer
David Hildenbrand	COO	Consumer
Kathleen Davidson	Atty	Non-Consumer
Richard Elwell	Consultant	Non-Consumer
Dawn McKinney	Policy Director	Non-Consumer
Thomas Lavoie	Insurance Broker	Non-Consumer
Christian Scott	Director of Talent Acquisition	Non-Consumer
Madhab Gurung	Direct Support Professional	Consumer
Debra (Debbie) Manning	Health Care Consultant Software	Consumer

Kristen McCracken, MBA



Objective

To work for an organization with a clear vision, philanthropic community involvement, well-respected leadership, a strong strategic plan, and a corporate culture that is motivating and inclusive.

Education

Undergraduate Degree: 1991 Mt. Holyoke College, Major: Psychology, Minor: Latin American Studies

Graduate Degree: 2000 Rivier College, MBA Health Care Administration

Summary of Qualifications

Areas of Experience:

- Community Health
- Primary Care
- Behavioral Health
- Electronic Medical Records
- Substance Abuse, HIV/AIDS
- Domestic Violence
- Rape Crisis
- Culturally Diverse Populations
- Federally Funded Programs
- Joint Commission Accreditation
- Fundraising
- Board of Directors

Skill Sets:

- Operations Management
- Strategic Planning
- Budget Development
- Grant Writing/Report Management
- Group Facilitation
- Regulatory Compliance
- Staff Supervision
- Project Management
- Quality Improvement/Data Mgmt.
- Community Collaboration
- Facilities Oversight
- Program Development

Professional Experience

2013-Present: **President and CEO**- Manchester Community Health Center

- Oversee all service programs provided by MCHC to ensure that client needs are met and quality standards are maintained and monitored in an efficient, cost effective manner by: supervising program personnel; annually assessing relevance of current programs to community needs; achieving and maintaining appropriate accreditation and/or licenses for programs.
- Ensure that MCHC services are consistent with its mission, vision, and strategic plan to ensure that programming is relevant to existing and emerging client and community needs.
- With the Board Strategic Planning Committee, develop and assist with the planning, execution and evaluation of a fund raising program. Establish and maintain a rapport with corporate sponsors, major contributors, directors, volunteers, civic organizations, and other parties in which the Center does business.
- Recommend a staffing pattern to ensure efficient management and operation of all programs and activities.
- Serve as the primary staff resource for MCHC Board of Directors to ensure effective use of and communication with trustees.
- Ensure that MCHC activities are operated in a cost-effective, efficient manner to ensure ongoing financial stability
- Call and preside at regular meetings with staff to ensure adequate communication between staff, to give the opportunity to share ideas and concerns, to coordinate efforts, and to ensure appropriate standardization of policies and procedures.

- Recommend and communicate necessary policies and procedures to ensure adherence to management, program service, fiscal and accounting standards, and standards of good personnel procedures.
- Develop, coordinate, and maintain effective relationships between MCHC and other groups (such as State legislature, public and private health, welfare and service agencies, media, etc..) to create public and professional understanding and support of the organization's objectives and activities.

2000-Present: **Director of Operations**- Manchester Community Health Center, Manchester, NH. In collaboration with other Senior Management staff, the DOO assumes responsibility for the day-to-day management of operations of the health center:

- Responsible for multiple departments, including Ancillary Staff, Nursing, Medical Assistants, Medical Records, Volunteers, Interpreters, and Business Office Staff.
- Collaborate with other senior management team members in overseeing health center operations, policy and program development, staff supervision, and overall program management of the organization.
- Maintaining continuity and quality of care for clients, including oversight of Patient Satisfaction programs, and co-responsibility for implementation of Quality Improvement Initiatives. Responsible for Patient Centered Medical Home and Meaningful Use activities.
- Primary responsibility for data analysis related to quality of care initiatives
- Key role in the development of center-wide goals and representing the Health Center in various community settings.
- Project Manager for the EMR (Electronic Medical Record)called Centricity (EMR & PM) including initial setup and implementation, ongoing support and development
- Participate in Board of Directors meetings, and several board and staff committees, including Safety, Personnel, Ethics, Strategic Planning, QI, Corporate Compliance, Medical Advisory Committee
- Direct staff and management team supervision, grant writing, project management, regulatory compliance, community collaborations, cultural competency, budget development, and other operational activities.
- Facilitation of employee satisfaction survey development, administration and response
- Oversight and development of ancillary services including interpretation, transportation, nutrition, dental collaboration grants and behavioral health.
- Special initiatives including Medical Home certification, Meaningful Use planning, Joint Commission accreditation, and similar ventures

1997-2000: **Family Services Manager**- Manchester Community Health Center, Manchester, NH. Responsible for the management of the behavioral health services, care management, nutrition, interpretation, and coordination of ancillary services programming.

1996-1997: **Crisis Outreach Counselor**- Manchester Community Health Center, Manchester, NH. Provided crisis intervention to patients identified by provider staff as high risk. Complete psycho-social intakes on new patients. Performed outreach services to patients who have fallen out of care. Coordinated care with medical team and behavioral health staff.

1995-1996: **Clinician I**- Habit Management Institute, Lawrence, MA.

- Substance Abuse individual counseling
- Methadone treatment planning
- Substance abuse education
- Facilitation of support groups
- Admission/discharge planning, and community networking.

1993-1995: **Case Manager/Volunteer Coordinator, Fundraising Coordinator**- River Valley AIDS Project, Springfield, MA.

- Volunteer Program Coordinator responsibilities included developing and maintaining a volunteer program for the agency, networking, training, design and implementation, volunteer support, and monthly billing/statistics.
- Development Coordinator responsibilities included creating a fundraising donor base, initiating the development of new fundraising events, facilitating relationships with corporate sponsors, maintaining quarterly newsletters, and facilitating the following committees: Anthology Committee, Dinner for Friends Committee, Gay Men's Focus Group, Fundraising Committee, and the Children Orphaned by AIDS Committee.
- During first year of employment functioned as a Case Manager, with responsibilities including referrals, trainings, translation, support groups, counseling, advocacy, and monthly billing. Created the first public Resource Library for HIV/AIDS in Western MA, developed a donation program, and developed a Speaker's Bureau program, as well as supervised interns and trained new staff.

1990-1993: **Rape Crisis Counselor, Children's Advocate/Counselor**- YWCA, Springfield, MA.

- Rape Crisis Counselor: responsible for essentially all aspects of programming including statistics for grant reporting, billing records, case records, and individual, couples and family counseling services. Also responsible for legal and medical advocacy, educational trainings, and hotline/on-call responsibilities. Facilitated four support groups for adults, teens, Spanish speaking women, and teenagers who had re-perpetrated their sexual abuse.
- Children's Advocate: responsible for individual counseling, a children's support group, and working with the referral needs of the children in the battered women's shelter. As a member of the Counseling team: answered hotline calls, provided individual counseling, kept case files, ran in-house support groups, and provided traditional case management.

Languages Spoken

Spanish (Verbal and Written)

Community Activities

- Board of Directors, NH Minority Health Coalition 1999-2002
- Medical Interpretation Advisory Board 2002-2008
- Chair, Data Subcommittee: NH Health & Equity Partnership
- Diversity Task Force, State of NH DHHS 2002-Present
- Healthcare for the Homeless Advisory Board 2004-Present
- Volunteer: B.R.I.N.G. ITI Program
- Business Partnership Committee: Project Search
- Adult Literacy Volunteer: 2009-2010
- Advisory Board: Nursing Diversity Pipeline
- Advisory Committee: HPOP (Health Professionals Opportunities Project)

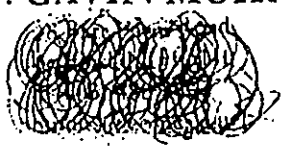
Interests and activities

I enjoy tennis, hiking, reading, gardening, travel and family activities.

References

1. Claudia Cunningham, RN, MBA (Previous Supervisor at MCHC) 603-942-7025
2. Gavin Muir, MD, Quality Director of MCHC (Colleague) 603-935-5223
3. Greg White, CFO at Lowell Family Health Center (Colleague) 603-673-8873
4. Tina Kenyon, RN, MSW at Dartmouth Family Practice Residency (Colleague in Community) 603-568-3417

J. GAVIN MUIR



EDUCATION

PRINCETON UNIVERSITY, Princeton, NJ
M.S. in Ecology and Evolutionary Biology, 1991
Senior Thesis: "The Mating and Grazing Habits of Feral Horses on Shackleford Banks"

TEMPLE UNIVERSITY SCHOOL OF MEDICINE, Philadelphia, PA
M.D. 1995

SOUTHERN COLORADO FAMILY MEDICINE RESIDENCY,
Pueblo, CO, July 1995- June 1998

EXPERIENCE

MANCHESTER COMMUNITY HEALTH CENTER, Manchester, NH
Family Practice Physician, March 2011- current

Medical Director, September 2000 - March 2011

Family Practice Physician, August 1998 -- September 2000

ELLIOT HOSPITAL, Manchester, NH
Medical Director of Peer Review, 2008 - present

ELLIOT HOSPITAL, Manchester, NH
Chair, Department of Medicine, 2006 - 2008

LICENSURE & CERTIFICATION

New Hampshire State Medical License	6/30/2012
DEA Certification	1/31/2012
ABFM Board Certified	12/31/2015

NALS/PALS/ALSO certified
Active Staff, Elliot Hospital, Manchester, NH

MEMBERSHIPS

The American Academy of Family Physicians
American Medical Association
New Hampshire Medical Society

AWARDS

New Hampshire Union Leader *Forty Under 40*. 2006
New Hampshire Academy of Family Physicians' Physician of the Year, 2013

1994-2001 Controller

HealthSouth Corporation, Lowell, Worcester, & Ludlow, MA

- Responsibilities included 3 separate facilities totaling $46m annual revenue (2 wholly owned and 1 partnership)
- Responsible for working with the state of Massachusetts and company attorneys to recoup a $2 million loss of a defunct operation, which significantly increased cash flow to the partnership.
- Transitioned two management agreements into wholly owned operations for both financial and billing purposes
- Developed pro-forma statements, securing agreements for other management contracts.
- Prepared monthly financial statements
- Annual preparation of operating and capital budgets with monthly variance reporting
- External audits
- Cost report preparations for third party payors (Medicare and Medicaid)
- Review of contract proposals to maximize cost savings or reimbursement benefits
- Oversight of Billing, Accounts Payable and Payroll

Other positions held:
1997-1998 CFO, Symmes Hospital & Medical Center - responsibilities included finance, patient accounts, materials management, IT and medical records

1982-1994 **Saints Memorial Medical Center, Lowell, MA**

1990 – 1994 Budget/Reimbursement Manager

Major Responsibilities included:

- Successful merger of the financial operations and computer systems of two hospitals, St. Joseph's and St. John's, to become Saints Memorial Medical Center
- Annual Filings of third party cost reports and associated audits
- Maintain third party liability calculations

1989 – 1990 Budget Manager, St. Joseph's Hospital, Lowell, MA

Responsibilities included:

- Annual preparation of operating and capital budgets with monthly variance reporting
- Working with department heads to identify areas of cost savings and revenue enhancement
- Maintenance of Property, Plant & Equipment schedules
- Maintained financials and billings for 2 subsidiary companies

Other positions held:

- 1987 thru 1989 Senior Staff Accountant
- 1982 thru 1985 Patient Account Representative

1985-1987 **Bookkeeper, Lowell Co-Operative Bank, Lowell, MA**

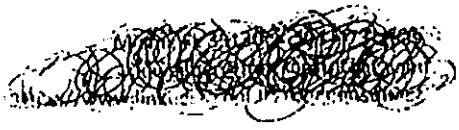
Responsibilities included:

- Daily posting of general ledger activity
- Monthly financial statement preparation
- Assist with annual audit and regulatory compliance reporting

EDUCATION:

2001 Bachelors of Science in Management, University of Massachusetts, Lowell, MA
1995 Associates Degree in Accounting, University of Massachusetts, Lowell, MA

David P. Wagner, MURP, MHCM, CMPE



Operations and Compliance Executive

Over 10 years guiding successful financial and operational compliance in healthcare facilities

Proven and repeated success guiding finance, compliance and reporting operations for healthcare organizations with emphasis on Federally Qualified Health Centers (FQHCs). Expert at financial management, guiding billing and reimbursement strategies to optimize revenue. Extensive knowledge of healthcare regulatory requirements, including detailed knowledge of the HRSA 330 program, guiding policy and program implementations to develop facility adherence.

Highlights of Expertise

- Interim CFO / CFO Coaching
- Operational Dashboards
- Compliance Auditing
- Staff Training Programs
- Build / Rebuild Financial Operations
- Budgeting / Budget Administration
- Regulatory Reporting
- Process Improvement
- Risk Identification / Avoidance
- Data Management / Analysis

Career Experience

FQHC Consultants, Inc., Miami, Florida

Consult with recipients of HRSA 330 programs to ensure grant compliance and provide technical assistance optimizing program success.

DIRECTOR / FISCAL, COMPLIANCE, AND OPERATIONAL CONSULTANT (1986 to Present)

Assist Federally Qualified Health Centers (FQHCs) and Rural Health Centers (RHCs) maintain quality, financial, and governance compliance with HRSA 330 program guidelines. Perform operational site visits to evaluate facility compliance with program terms.

- Acted as Interim CFO / CFO coach for organizations growing into needing a full-time CFO, those who recently lost a CFO and needing a bridge until a permanent placement is hired, and those with controllers growing into the CFO role.
- Helped grantees meet quality measures through performance of Quality Improvement Plan Do Study Act cycles including data review, systems and chart audits, and quality reporting.
- Maintained organizational compliance with regulatory requirements encompassing fraud, waste, and abuse, physician self-referral, anti-kickback, HIPAA, and Medicare and Medical billing compliance.
- Boosted financial performance through analysis and reporting of financial data and design, implementation, and review of systems for financial monitoring including billing, collections, payroll, and accounts payable.
- Built operational dashboards to communicate financial and operational metrics with variance analysis against budgetary and operational goals to ensure easy communication with board, leadership, and staff.
- Collaborated with clients to develop and submit all required reporting, documentation, and applications to adhere with HRSA 330 requirements.

Genuine Health Group, Miami, Florida

Guided strategic direction and policy development to support organizational compliance with healthcare regulatory requirements including those for the Medicare Shared Savings Program (MSSP) ACO while aligning operational activities with organizational goals.

continued...

CHIEF COMPLIANCE OFFICER (2017 to 2019)

Led implementation and design of quality reporting infrastructure and compliance programs including staff training. Assisted Medical Director in providing strategic direction to compliance and quality measures in alignment with organizational goals.

- Promoted quality through continuous provider training on efficient use of quality reporting dashboards for on-going quality management.
- Ensured accurate quality submissions and CMS quality validation study defense while building department from the ground-up.
- Met continued compliance goals through education of staff members including training the data collection team on reporting measures, data collection, and process level quality measures validation and reporting.
- Drew beneficiaries into the system providing growth through strategic partnerships with participants and liaising with provider groups.
- Improved data analysis and quality reporting through implementation of Arcadia Analytics system.

Baroma Health Partners, Miami, Florida

Handled management of all operations through strategic policy and program development to ensure financial success, regulatory compliance, and business growth.

DIRECTOR OF QUALITY AND CHIEF COMPLIANCE OFFICER (2014 to 2016)

Audited operations to ensure efficient operations providing top-level patient care while growing revenue. Managed financial performance developing routine reporting to monitor success and identify areas of improvement.

- Guided successful compliance through design, implementation, and management of strategic program including auditing, training, and reporting on all quality and regulatory requirements according to MSSP program guidelines.
- Crafted programs and strategic dashboards to improve quality and decrease costs throughout the ACO in collaboration with care coordinator.
- Wrote and gained approval for application for Next Generation ACO model with the CMS Innovation Center.
- Implemented Health Endeavors program to promote care management and quality reporting.
- Led top-down compliance through design of training for Board of Directors including development of a dashboard for quality tracking, reporting, and improvement tracking.

Banyan Community Health Center, Miami, Florida

Drove operational efficiency through staff education and implementation of multiple systems overseeing quality, reporting, and compliance.

INTERIM CHIEF OPERATING OFFICER (2012 to 2013)

Developed programs, policies, and procedures to guide operational functions for efficiency and quality while optimizing organizational performance. Managed all implementations and projects to improve operations and provide strategic business growth.

- Guided contracting with Medicare and Medicaid managed care plans including design and implementation of credential tracking system.
- Developed top-level teams through design and implementation of physician training encompassing coding, billing, systems, and overall operations.

continued...

- Maintained regulatory compliance through managing reporting to HRSA including NCC update reports, UDS reports, and FFR.
- Led 330 Grant compliance through writing and editing of policy and procedure manuals and prepared site for first HRSA visit.
- Grew patient census through crafting and implementing community outreach including promotion to the local community and developing health screening protocols for local events.
- Maximized reimbursement through tailoring of the billing system, implementation of a peer review system, and establishment of the Billing and Reimbursement Compliance Program.

Additional Experience

Vice President of Operations (2011 to 2012) • Daughters of Charity Services of New Orleans, New Orleans, Louisiana

Clinic Operations Manager – Ochsner Baptist (2010 to 2011) • Ochsner Health System, New Orleans, Louisiana

Director of Operations, Multispecialty Group Practice (2008 to 2010) • Crescent City Physicians, Inc., New Orleans, Louisiana

Education & Credentials

Executive Master of Healthcare Management

University of New Orleans, New Orleans, Louisiana
Summa cum Laude

Master of Urban and Regional Planning, Real Estate Development and Finance Concentration

University of New Orleans, New Orleans, Louisiana
Summa cum Laude

Bachelor of Business Administration, International Business and Finance

Loyola University, New Orleans, Louisiana

Certifications and Licenses

- LEAN/Six Sigma Green Belt (In Certification for Black Belt Status)
- Certified Medical Practice Executive -- American College of Medical Practice Executives

Affiliations

- Medical Group Management Association (MGMA) – Member
- New Orleans MGMA Chapter – Vice President, 2011-2012
- South Florida MGMA – Secretary, 2012-2014
- The Honor Society of Phi Kappa Phi – Member
- Sigma Iota Epsilon, The National Honorary and Professional Management Fraternity – Member
- The International Honor Society, Beta Gamma Sigma – Member
- American College of Healthcare Executives – Former Member
- Professional Association of Health Care Office Management Association – Former Member

Military Service

- U.S. Airforce Reserve -- Production Control / Civil Engineering Assistant

Elizabeth (Betsy) Burtis

PROVEN LEADERSHIP

Results-oriented leader with an established record of building and nurturing strong teams and cross-disciplinary relationships. Creative and innovative thinker adept at managing projects from initiation to completion. Highly skilled in the design and implementation of new systems and processes, and managing change efforts to promote organizational effectiveness and efficiency. Resourceful and persuasive self-starter with unquestioned integrity, enthusiasm, excellent judgment and the conviction to act decisively.

AREAS OF EXCELLENCE

Quality & Performance Improvement . . . Workforce Development . . . Planning & Project Management . . . Customer Service
Collaborative & Strengths-Based Supervision . . . Written & Oral Communication Skills . . . Facilitation, Teaching and Training

PROFESSIONAL EXPERIENCE

AMERICAN RED CROSS, Concord, New Hampshire
Program Manager, Nurse Assistant Training – May 2017 – Current
Direct a team of twenty clinical instructors and administrative staff in the provision of high-quality nurse assistant education throughout the states of New Hampshire and Vermont. Market program and establish collaborations with employers and workforce development groups to meet the critical shortage of nursing assistants in the area.
Key Contributions:

- Secured five new contracts and partnerships with hospitals, long-term care facilities and high schools.
- Initiated organization-wide process improvement team for customer tracking procedures in Salesforce.
- Scored 95% manager effectiveness in employee engagement survey, exceeding organizational benchmark by seven points.
- Executed the successful recertification process with state boards of nursing and departments of education.
- Completed People Management Development Program (leadership development) curriculum.

MANCHESTER COMMUNITY COLLEGE, Manchester, New Hampshire
Adjunct Faculty – March 2016 – Current
Teaching classroom-based, online and hybrid first year seminar course to new students. Developed course content and activities to support first-year student success and retention. Competency in building and maintaining coursework in Blackboard and Canvas online learning software.

ASCENTRA CARE ALLIANCE, Concord, New Hampshire
Organizational Learning & Development Manager - December 2015 – May 2017
Generated new program for staff and organizational development for a 1300+ employee, multi-state nonprofit human services agency.
Key Contributions:

- Developed first organizational training plan to meet accreditation criteria for Council on Accreditation.
- Collaborated with senior leadership to design the first employee engagement survey and developed action plan for follow up on results.
- Created annual mandatory education process to address safety and compliance training gaps and meet accreditation standards.
- Adopted and implemented an e-learning system for all employees.
- Designed and delivered leadership training sessions.

Program Manager, Health Profession Opportunity Project - 2011 to 2015
Built new federally-funded healthcare workforce development program from the ground up. Led team of ten professionals in identifying, motivating, training and placing low-income, motivated individuals into health careers.
Key Contributions:

- Managed five-year $1.9 million federally funded grant and came in under budget each year.
- Directed employment program producing 88% job placement rate.
- Collaborated with State and Federal entities in administration of the federal grant: NH Office of Health Equity, US Department of Labor, NH Workforce Investment Board.
- Analyzed labor market information and trends to guide students in career choices and fill community healthcare employer needs.
- Identified marketing and recruitment opportunities and performed outreach to potential students and employers.

TRAINING CONSULTANT, Self-Employed, Derry, New Hampshire
Independent Consultant - 2009 to 2011
Partnered with organizations and workplaces to impact positive change.

- New Hampshire Technical Institute, Concord, NH - delivered job search strategies and customer service workshops.
- New Hampshire Humanities Council, Concord, NH – facilitated ongoing community conversations about New Hampshire and immigration utilizing the Civic Reflections model of literature based civic dialogues.
- Tufts Medical Center Residency Program, Boston, MA – led cultural effectiveness workshops for new resident orientation.
- Caritas Norwood Hospital, Norwood, MA – consulted with Quality Management to design programming aimed at improving interdisciplinary teamwork and communication.

SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, Nashua, New Hampshire
Manager, Training and Development, 2002-2009
Designed and delivered comprehensive training and development programs across a 2000+ employee health system. Served as instructional designer, consultant, coach, and facilitator to senior leadership, departments, teams, and committees on topics such as leadership impact, conflict resolution, alignment with strategic organizational goals, effective communication and process improvement. Guided the organizational Cultural Effectiveness, Domestic Violence and Service Recovery Teams.
Key Contributions:

- Increased employee participation at in-house training programs by 30% annually.
- Improved training results and accountability by implementing post-training action plan and follow-up process.
- Implemented and managed annual safety education program resulting in 100% employee participation, exceeding the Joint Commission's requirements for compliance.
- Devised and delivered Process Improvement Studio Course, a hands-on series in which employees applied tools and techniques such as flowcharting, data collection and analysis, lean processes, and root cause analyses to processes in their own departments.
- Created and managed annual Quality Fair to celebrate and inspire broader interest in process improvement. Entries required to show results impacting organizational core values. Approximately 20 entries and 400 visitors each year.

Associate Director, Foundation Medical Partners, 2001-2002
Managed four family practice sites, analyzed and supervised operations of Institute for Health and Wellness (an integrated holistic health center), developed leadership development programs, recruited physicians, and served as project manager for electronic medical record selection process.

Practice Manager, Foundation Medical Partners, 2000-2001
Managed operations for three behavioral health practices. Selected, hired, and led 25 clinical and administrative staff. Developed and administered budgets. Planned and executed merger of two practices, which reduced overhead expenses and allowed the operation to provide a wider range of clinical services.

CENTER FOR LIFE MANAGEMENT, Derry, New Hampshire
Director, Adult Outpatient Program, 1997-2000
Promoted to this position to oversee operations for community behavioral health center serving adults and children. Selected, hired, and led a team of 15 clinical and administrative staff in three sites.

Site Administrator, 1995-1997 & Office Manager, 1994-1995
Directed administrative functions and managed facilities for two outpatient clinics; managed seven administrative staff. Enhanced patient co-pay collections, initiated patient intake and insurance verification process.

EARLY CAREER, CURRY COLLEGE
Higher education administrator managing student-housing program in progressive roles. Supervised professional and student staff, led judicial affairs program, taught first year seminar. Handpicked by senior leadership to head a student retention project.

EDUCATION

LINKAGE INCORPORATED, DEPAUL UNIVERSITY | *Certificate in Organizational Development*
THE UNIVERSITY OF VERMONT | *Master of Education, Higher Education Administration*
BOSTON UNIVERSITY | *Bachelor of Arts, History*

SELECTED TRAINING & CERTIFICATIONS

CORPORATION FOR POSITIVE CHANGE | *Foundations of Appreciative Inquiry (4 days)*
INTERACTION INSTITUTE FOR SOCIAL CHANGE | *The Masterful Trainer (2 days), Essential Facilitation (3 days), Facilitative Leadership (2 days)*
AHA! PROCESS, INC. | *Bridges Out of Poverty (2 days)*

AMOSKEAG HEALTH

Key Personnel

PRIMARY CARE SERVICES for Specific Counties

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Kris McCracken	Chief Executive Officer	$199,992.00	0%	$0.00
Gavin Muir, MD	Chief Medical Officer	$289,369.60	0%	$0.00
Janet Langlois	Chief Financial Officer	$148,179.20	0%	$0.00
David Wagner	Chief Operating Officer	$150,009.60	0%	$0.00
Betsy Burtis	Chief Officer for Integrated Health	$114,982.40	0%	$0.00

MLC
276

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

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29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

May 31, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into **retroactive** agreements with the fifteen (15) vendors, as listed in the tables below, for the provision of primary health care services that include preventive and episodic health care for acute and chronic health conditions for people of all ages, statewide; including pregnant women, children, adolescents, adults, the elderly and homeless individuals, effective **retroactive** to April 1, 2018 upon Governor and Executive Council approval through March 31, 2020. 26% Federal Funds and 74% General Funds.

Primary Care Services

Vendor	Vendor Number	Location	Amount
Ammonoosuc Community Health Services, Inc.	177755-R001	25 Mount Eustis Road, Littleton, NH 03561	$373,662
Coos County Family Health Services, Inc.	155327-B001	133 Pleasant Street, Berlin, NH 03570	$213,277
Greater Seacoast Community Health	154703-B001	311 Route 108, Somersworth, NH 03878	$1,017,629
HealthFirst Family Care Center	158221-B001	841 Central Street, Franklin, NH 03235	$477,877
Indian Stream Health Center	165274-B001	141 Corliss Lane, Colebrook, NH 03576	$157,917

Lamprey Health Care, Inc.	177677-R001	207 South Main Street, Newmarket, NH 03857	$1,049,538
Manchester Community Health Center	157274-B001	145 Hollis Street, Manchester NH 03101	$1,190,293
Mid-State Health Center	158055-B001	101 Boulder Point Drive, Suite 1, Plymouth, NH 03264	$306,570
Weeks Medical Center	177171-R001	170 Middle Street, Lancaster, NH 03584/PO Box 240, Whitefield, NH 03598	$180,885
Sub-Total			***$4,967,648***

Primary Care Services for Specific Counties			
Vendor	**Vendor Number**	**Location**	**Amount**
Manchester Community Health Center	157274-B001	145 Hollis Street, Manchester NH 03101	$80,000
Concord Hospital	177653-B011	250 Pleasant St, Concord, NH 03301	$484,176
White Mountain Community Health Center	174170-R001	298 White Mountain Highway, PO Box 2800, Conway, NH 03818	$352,976
Sub-Total			***$917,152***

Primary Care Services for the Homeless			
Vendor	**Vendor Number**	**Location**	**Amount**
Greater Seacoast Community Health	154703-B001	311 Route 108, Somersworth, NH 03878	$146,488
Harbor Homes, Inc.	155358-B001	77 Northeastern Blvd, Nashua, NH 03062	$150,848
Sub-Total			***$297,336***

Primary Care Services for the Homeless – Sole Source for Manchester Department of Public Health			
Vendor	**Vendor Number**	**Location**	**Amount**
Manchester Health Department	177433-B009	1528 Elm Street, Manchester, NH 03101	$155,650
Sub-Total			***$155,650***
Primary Care Services Total Amount			**$6,337,786**

Funds are available in the following account for State Fiscal Years 2018 and 2019, and anticipated to be available in State Fiscal Year 2020, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

05-95-90-902010-51900000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, MATERNAL - CHILD HEALTH

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Svcs	90080100	$792,224
2019	102-500731	Contracts for Program Svcs	90080100	$3,168,891
2020	102-500731	Contracts for Program Svcs	90080100	$2,376,671
Total				**$6,337,786**

EXPLANATION

This request is **retroactive** as the Request for Proposals timeline extended beyond the expiration date of the previous primary care services contracts. The Request for Proposals was reissued to ensure that services would be provided in specific counties and in the City of Manchester, where the need is the greatest. Continuing this service without interruption allows for the availability of primary health care services for New Hampshire's most vulnerable populations who are at disproportionate risk of poor health outcomes and limited access to preventative care.

The agreement with the Manchester Health Department is **sole source**, as it is the only vendor capable and amenable to provide primary health care services to the homeless population of the City of Manchester. This community has been disproportionately impacted by the opioid crisis; increasing health risks to individuals who experience homelessness.

The purpose of these agreements is to provide primary health care services that include preventive and ongoing heath care for acute and chronic health conditions for people of all ages, including pregnant women, children, adolescents, adults, the elderly and the homeless. Primary and preventative health care services are provided to underserved, low-income and homeless individuals who experience barriers to accessing health care due to issues such as lack of insurance, inability to pay, limited language proficiency and geographic isolation. Primary care providers provide an array of enabling patient-centered services such as care coordination, translation services, transportation, outreach, eligibility assistance, and health education. These services assist individuals in overcoming barriers to achieve their optimal health.

Primary Care Services vendors were selected for this project through competitive bid processes. The Request for Proposals for Primary Care Services was posted on the Department of Health and Human Services' website from December 12, 2017 through January 23, 2018. A separate Request for Proposals to address a deficiency in Primary Care Services for specific counties was posted on the Department's website from February 12, 2018 through March 2, 2018. Additionally, the Request for Proposals for Primary Care Services for the Homeless was posted on the Department's website from January 26, 2018 through March 13, 2018.

The Department received fourteen (14) proposals. The proposals were reviewed and scored by a team of individuals with program specific knowledge. The Score Summaries are attached. A separate sole source agreement is requested to address the specific need of the homeless population of the City of Manchester.

As referenced in the Request for Proposals and in Exhibit C-1, Revisions to General Provisions, these Agreements reserve the option to extend contract services for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The Department will directly oversee and manage the contracts to ensure that quality improvement, enabling and annual project objectives are defined in order to measure the effectiveness of the program.

Should the Governor and Executive Council not authorize this request, the Department may be unable to ensure preventive and regular health care for acute and chronic health conditions for low income and homeless individuals of all ages, including pregnant women, children, adolescents, adults, and the elderly throughout the state.

Area served: Statewide.

Source of Funds: 26% Federal Funds from the US Department of Health and Human Services, Human Resources & Services Administration (HRSA), Maternal and Child Health Services (MCHS) Catalog of Federal Domestic Assistance (CFDA) #93.994, Federal Award Identification Number (FAIN), B04MC30627 and 74% General Funds.

In the event that Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,

Lisa Morris, MSSW
Director

Approved by:
Jeffrey A. Meyers
Commissioner

FORM NUMBER P-37 (version 5/8/15)

Subject: Primary Care Services for Specific Counties (RFP-2018-DPHS-28-PRIMA)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Manchester Community Health Center		1.4 Contractor Address 145 Hollis Street, Manchester, NH 03101	
1.5 Contractor Phone Number 603-395-5210	1.6 Account Number 05-95-90-902010-51900000-102-500731	1.7 Completion Date March 31, 2020	1.8 Price Limitation $80,000
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature [signature]		1.12 Name and Title of Contractor Signatory Kris McCracken, President/CEO	

1.13 Acknowledgement: State of New Hampshire, County of Hillsborough

On April 11, 2018, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] [signature]

SARAH E. GIBSON
MY COMMISSION EXPIRES SEPT. 7, 2021
NOTARY PUBLIC
NEW HAMPSHIRE

1.13.2 Name and Title of Notary or Justice of the Peace

Sarah Gibson, Notary Public

1.14 State Agency Signature [signature] Date: 4/26/18	1.15 Name and Title of State Agency Signatory LISA MORRIS DIRECTOR, DPHS
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: [signature]	On: 5/22/18
1.18 Approval by the Governor and Executive Council *(if applicable)* By:	On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected c ircumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials
Date 4/4/18

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials _____

Date 4/11/18

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered. The Department shall be the payor of last resort.

1.4. Preventative and Primary Health Care, as well as related Care Management and Enabling Services shall be provided to individuals of all ages, statewide, who are:

1.4.1. Uninsured.

1.4.2. Underinsured.

1.4.3. Low-income (defined as <185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines.

1.5. The Contractor shall remain in compliance with all applicable state and federal laws for the duration of the contract period, including but not limited to:

1.5.1. NH RSA 141-C and Administrative Rule He-P 301, adopted 6/3/08, which requires the reporting of all communicable diseases.

1.5.2. NH RSA 169:C, Child Protection Act; NH RSA 161-F46, Protective Services to Adults, NH RSA 631:6, Assault and Related Offences, and RSA 130:A, Lead Paint Poisoning and Control.

1.5.3. NH RSA 141-C and the Immunization Rules promulgated, hereunder.

2. Eligibility Determination Services

2.1. The Contractor shall notify the Department, in writing, if access to Primary Care Services for new patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

2.2. The Contractor shall assist individuals with completing a Medicaid/Expanded Medicaid and other health insurance application when income calculations indicate possible Medicaid eligibility.

2.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered.

2.4. The Contractor shall post a notice in a public and conspicuous location noting that no individual will be denied services for an inability to pay.

2.5. The Contractor shall develop and implement a sliding fee scale for services in accordance with the Federal Poverty Guidelines. The Contractor shall make the sliding fee scale available to the Department upon request.

3. Primary Care Services

3.1. The Contractor shall ensure primary care services are provided by a New Hampshire licensed Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Advanced Practice Registered Nurse (APRN) or Physician Assistant (PA) to eligible individuals in the service area.

3.2. The Contractor shall ensure primary care services include, but are not limited to:

3.2.1. Reproductive health services.

3.2.2. Perinatal health services including but not limited to access to obstetrical services either on-site or by referral.

3.2.3. Preventive services, screenings and health education in accordance with established, documented state or national guidelines.

3.2.4. Integrated behavioral health services.

3.2.5. Pathology, radiology, surgical and CLIA certified laboratory services either on-site or by referral.

3.2.6. Assessment of need and follow-up/referral as indicated for:

3.2.6.1. Tobacco cessation, including referral to QuitWorks-NH, www.QuitWorksNH.org.

3.2.6.2. Social services.

3.2.6.3. Chronic Disease management, including disease specific referral and self-management education such as referral to Diabetes Self-Management Education (DSME) as recommended by American Diabetes Association (ADA).

3.2.6.4. Nutrition services, including Women, Infants and Children (WIC) Food and Nutrition Service, as appropriate;

3.2.6.5. Screening, Brief Intervention and Referral to Treatment (SBIRT) services, including but not limited to contact with the Regional Public Health Network Continuum of Care Development Initiative.

3.2.6.6. Referrals to health, home care, oral health and behavioral health specialty providers who offer sliding scale fees, when available.

3.3. The Contractor shall provide care management for individuals enrolled for

primary care services, which includes, but is not limited to:

3.3.1. Integrated and coordinated services that ensure patients receive necessary care, including behavioral health and oral care when and where it is needed and wanted, in a culturally and linguistically appropriate manner.

3.3.2. Access to a healthcare provider by telephone twenty-four (24) hours per day, seven (7) days per week, directly, by referral or subcontract.

3.3.3. Care facilitated by registries; information technology; health information exchanged.

3.4. The Contractor shall provide and facilitate enabling services, which are non-clinical services that support the delivery of basic primary care services, and facilitate access to comprehensive patient care as well as social services that include, but are not limited to:

3.4.1. Benefit counseling.

3.4.2. Health insurance eligibility and enrollment assistance.

3.4.3. Health education and supportive counseling.

3.4.4. Interpretation/translation for individuals with Limited English Proficiency or other communication needs.

3.4.5. Outreach, which may include the use of community health workers.

3.4.6. Transportation.

3.4.7. Education of patients and the community regarding the availability and appropriate use of health services.

3.4.8. The Contractor will submit at least one annual Workplan that includes a detailed description of the enabling services funded by this contract. This shall be developed and submitted according to the schedule and instructions provided by MCHS. The vendor will be notified at least thirty (30) days in advance of any changes in the submission schedule.

4. Quality Improvement

4.1. The Contractor shall develop, define, facilitate and implement a minimum of two (2) Quality Improvement (QI) projects, which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of targeted patient groups.

4.1.1. One (1) quality improvement project must focus on the performance measure as designated by MCHS. (Defined as Adolescent Well Visits for SFY 2018 – 2019)

4.1.2. The other(s) will be chosen by the vendor based on previous performance outcomes needing improvement.

4.2. The Contractor shall utilize Quality Improvement Science to develop and implement a QI Workplan for each QI project. The QI Workplan will include:

4.2.1. Specific goals and objectives for the project period; and

4.2.2. Evaluation methods used to demonstrate improvement in the quality, efficiency, and effectiveness of patient care.

4.3. The Contractor shall include baseline measurements for each area of improvement identified in the QI projects, to establish health care services and health status of targeted patient groups to be improved upon.

4.4. The Contractor may utilize activities in QI projects that enhance clinical workflow and improve patient outcomes, which may include, but are not limited to:

4.4.1.1. EMR prompts/alerts.

4.4.1.2. Protocols/Guidelines.

4.4.1.3. Diagnostic support.

4.4.1.4. Patient registries.

4.4.1.5. Collaborative learning sessions.

5. Staffing

5.1. The Contractor shall ensure all health and allied health professions have the appropriate, current New Hampshire licenses whether directly employed, contracted or subcontracted.

5.2. The Contractor shall employ a medical services director with special training and experience in primary care who shall participate in quality improvement activities and be available to other staff for consultation, as needed.

5.3. The Contractor shall notify the Maternal and Child Health Section (MCHS), in writing, of any newly hired administrator, clinical coordinator or any staff person essential to providing contracted services and include a copy of the individual's resume, within thirty (30) days of hire.

5.4. The Contractor shall notify the MCHS, in writing, when:

5.4.1. Any critical position is vacant for more than thirty (30) days;

5.4.2. There is not adequate staffing to perform all required services for any period lasting more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

6. Coordination of Services

6.1. The Contractor shall participate in activities within their Public Health Region, as appropriate, to enhance the integration of community-based public health prevention and healthcare initiatives being implemented, including but not limited to:

6.1.1. Community needs assessments;

6.1.2. Public health performance assessments; and

6.1.3. Regional health improvement plans under development.

6.2. The Contractor shall participate in and coordinate public health activities, as requested by the Department, during any disease outbreak and/or emergency that affects the public's health.

7. Required Meetings & Trainings

7.1. The Contractor shall attend meetings and trainings facilitated by the MCHS programs that include, but are not limited to:

7.1.1. MCHS Agency Directors' meetings;

7.1.2. MCHS Primary Care Coordinators' meetings, which are held two (2) times per year, which may require attendance by agency quality improvement staff; and

7.1.3. MCHS Agency Medical Services Directors' meetings.

8. Workplans, Outcome Reports & Additional Reporting Requirements

8.1. The Contractor shall collect and report data as detailed in Exhibit A-1 "Reporting Metrics" according to the Exhibit A-2 "Report Timing Requirements".

8.2. The Contractor shall submit reports as defined within Exhibit A-2 "Report Timing Requirements".

8.3. The Contractor shall submit an updated budget narrative, within thirty (30) days of the contract execution date and annually, as defined in Exhibit A-2 "Report Timing Requirements". The budget narrative shall include, at a minimum;

8.3.1. Staff roles and responsibilities, defining the impact each role has on contract services;

8.3.2. Staff list, defining;

8.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

8.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

8.4. In addition to the report defined within Exhibit A-2 "Report Timing Requirements", the Contractor shall submit a Sources of Revenue report at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

9. On-Site Reviews

9.1. The Contractor shall permit a team or person authorized by the Department to periodically review the Contractor's:

9.1.1. Systems of governance.

9.1.2. Administration.

9.1.3. Data collection and submission.

9.1.4. Clinical and financial management.

9.1.5. Delivery of education services.

9.1.6. Delivery of Primary Care Services within the Specific County of service

9.2. The Contractor shall cooperate with the Department to ensure information needed for the reviews is accessible and provided. The Contractor shall ensure information includes, but is not limited to:

9.2.1. Client records.

9.2.2. Documentation of approved enabling services and quality improvement projects, including process and outcome evaluations.

9.3. The Contractor shall take corrective actions, as advised by the review team, if services provided are not in compliance with the contract requirements.

10. Performance Measures

10.1. The Contractor shall ensure that the following performance indicators are annually achieved and monitored quarterly to measure the effectiveness of the agreement:

10.1.1. Annual improvement objectives shall be defined by the vendor and submitted to the Department. Objectives shall be measurable, specific and align to the provision of primary care services defined within Exhibit A-1 "Reporting Metrics"

Exhibit A-1 – Reporting Metrics

1. **Definitions**

1.1. **Measurement Year** – Measurement Year consists of 365 days and is defined as either:

1.1.1. The calendar year, (January 1st through December 31st); or

1.1.2. The state fiscal year (July 1st through June 30th).

1.2. **Medical Visit** – Medical visit is defined as any office visit including all well-care and acute-care visits.

1.3. **HEDIS** – Healthcare Effectiveness Data and Information Set

1.4. **NQF** – National Quality Forum

1.5. **Title V** – Federal Maternal and Child Health Services Block Grant

1.6. **UDS** – Uniform Data System

1.7. **NH MCHS** – New Hampshire Maternal and Child Health Section

2. **MCHS PRIMARY CARE PERFORMANCE MEASURES**

2.1. ***Breastfeeding***

2.1.1. Percent of infants who are ever breastfed (Title V PM #4).

2.1.1.1. Numerator: All patient infants who were ever breastfed or received breast milk.

2.1.1.2. Numerator Note: The American Academy of Pediatrics recommends all infants exclusively breastfeed for about six (6) months as human milk supports optimal growth and development by providing all required nutrients during that time.

2.1.1.3. Denominator: All patient infants born in the measurement year.

2.2. ***Preventive Health: Lead Screening***

2.2.1. Percent of children three (3) years of age who had two (2) or more capillary or venous lead blood test for lead poisoning by their third birthday. (NH MCHS).

2.2.1.1. Numerator: All patient children who received at least one capillary or venous lead screening test between nine (9) months to eighteen (18) months of age **AND** one (1) capillary or venous lead screening test between nineteen (19) to thirty (30) months of age.

2.2.1.2. Denominator: All patient children who turned three (3) years old during the measurement year that had at least one (1) medical visit during the measurement year.

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2.3. **Preventive Health: Adolescent Well-Care Visit**

2.3.1. Percent of adolescents, twelve (12) through twenty-one (21) years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year (HEDIS).

2.3.1.1. Numerator: Number of adolescents, ages 12 through 21 years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year.

2.3.1.2. Denominator: Number of patient adolescents, ages 12 through 21 years of age by the end of the measurement year.

2.4. **Preventive Health: Depression Screening**

2.4.1. Percentage of patients ages twelve (12) and older screened for clinical depression using an age appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NQF 0418, UDS).

2.4.1.1. Numerator: Patients twelve (12) years and older who are screened for clinical depression using an age-appropriate standardized depression screening tool **AND** if positive, a follow-up plan documented.

2.4.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented follow-up plan.

2.4.1.3. Denominator: All patients twelve (12) years and older by the end of the measurement year who had at least one (1) medical visit during the measurement year.

2.4.1.4. Denominator Exception: Depression screening not performed due to medical contraindicated or patient refusal.

2.4.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as suicide risk assessment and/or referral to practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.4.2. Maternal Depression Screening

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2.4.2.1. Percentage of women who are screened for clinical depression during any visit up to twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NH MCHS).

2.4.2.1.1. Numerator: Women who are screened for clinical depression during the first twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if screened positive have documented follow-up plan.

2.4.2.1.2. Numerator Note: Numerator includes women who screened negative PLUS women who screened positive AND have documented follow-up plan.

2.4.2.1.3. Denominator: All women who had any office visit up to twelve (12) weeks following delivery during the measurement year.

2.4.2.1.4. Denominator Exception: Documentation of depression screening not performed due to medical contraindicated or patient refusal.

2.4.2.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. . Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as Suicide Risk Assessment and/or referral to a practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.5. **Preventive Health: Obesity Screening**

2.5.1. Percentage of patients aged 18 years and older with a calculated BMI in the past six months or during the current visit documented in the medical record AND if the most recent BMI is outside of normal parameters, a follow-up plan is documented (NQF 0421, UDS).

2.5.1.1. Normal parameters: Age 65 and older BMI ≥ 23 and < 30

2.5.1.2. Age 18 through 64

BMI ≥ 18.5 and < 25

2.5.1.3. Numerator: Patients with BMI calculated within the past six months or during the current visit and a follow-up plan documented if the BMI is outside of parameters (Normal BMI + abnormal BMI with documented plan).

2.5.1.4. Definition of Follow-Up Plan: Proposed outline of follow-up plan to be conducted as a result of BMI outside of normal parameters. The follow-up plan can include documentation of a future appointment, education, referral (such as registered dietician, nutritionist, occupational therapist, primary care physician, exercise physiologist, mental health provider, surgeon, etc.), prescription of/administration of dietary supplements, exercise counseling, nutrition counseling, etc.

2.5.1.5. Denominator: All patients aged 18 years and older who had at least one (1) medical visit during the measurement year.

2.5.2. Percent of patients aged 3 through 17 who had evidence of BMI percentile documentation AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year (UDS).

2.5.2.1. Numerator: Number of patients in the denominator who had their BMI percentile (not just BMI or height and weight) documented during the measurement year AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year.

2.5.2.2. Denominator: Number of patients who were one year after their second birthday (i.e., were 3 years of age) through adolescents who were aged up to one year past their 16th birthday (i.e., up until they were 17) at some point during the measurement year, who had at least one medical visit during the reporting year, and were seen by the health center for the first time prior to their 17th birthday.

2.6. **Preventive Health: Tobacco Screening**

2.6.1. Percent of patients aged 18 years and older who were screened for tobacco use at least once during the measurement year or prior year AND who received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user (UDS).

2.6.1.1. Numerator: number of patients in the denominator for whom documentation demonstrates that patients were queried about their tobacco use one or more times during their most recent visit OR within twenty-four (24) months of the most

recent visit and received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user.

2.6.1.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.6.1.4. Definitions:

2.6.1.4.1. Tobacco Use: Includes any type of tobacco.

2.6.1.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy.

2.6.2. Percent of women who are screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user (NH MCHS).

2.6.2.1. Numerator: Pregnant women who were screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user.

2.6.2.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.2.3. Denominator: All women who delivered a live birth in the measurement year.

2.6.2.4. Definitions:

2.6.2.4.1. Tobacco Use: Includes any type of tobacco

2.6.2.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy

2.7. At Risk Population: Hypertension

2.7.1. Percentage of patients aged 18 through 85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90mmHG) during the measurement year (NQF 0018).

2.7.1.1. Numerator: Number of patients from the denominator with blood pressure measurement less than 140/90 mm HG at the time of their last measurement.

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2.7.1.2. Denominator: Number of patients age 18 through 85 with diagnosed hypertension (must have been diagnosed with hypertension 6 or more months before the measurement date) who had at least one (1) medical visit during the measurement year. (Excludes pregnant women and patients with End Stage Renal Disease.)

2.8. **Patient Safety: Falls Screening**

2.8.1. Percent of patients aged 65 years and older who were screened for fall risk at least once within 12 months (NH MCHS).

2.8.1.1. Numerator: Patients who were screened for fall risk at least once within the measurement year.

2.8.1.2. Denominator: All patients aged 65 years and older seen by a health care provider within the measurement year.

2.9. **SBIRT**

2.9.1. SBIRT – Percent of patients aged 18 years and older who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.1.1. Numerator: Number of patients in the denominator who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, who received a brief intervention and/or referral to services.

2.9.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.1.3. Denominator: Number of patients aged 18 years and older seen for annual/preventive visit within the measurement year.

2.9.1.4. Definitions:

2.9.1.4.1. Substance Use: Includes any type of alcohol or drug.

2.9.1.4.2. Brief Intervention: Includes guidance or counseling.

2.9.1.4.3. Referral to Services: includes any recommendation of direct referral for substance abuse services.

2.9.2. Percent of pregnant women who were screened, using a formal valid screening tool, for substance use, during every trimester they are

enrolled in the prenatal program AND if positive, received a brief intervention or referral to services (NH MCHS):

2.9.2.1. Numerator: Number of women in the denominator who were screened for substance use, using a formal and valid screening tool, during each trimester that they were enrolled in the prenatal program AND if positive, received a brief intervention or referral to services

2.9.2.2. Numerator Note: numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.2.3. Denominator: Number of women enrolled in the agency prenatal program and who had a live birth during the measurement year.

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Exhibit A-2 – Report Timing Requirements

1.1. **Primary Care Services Reporting Requirements**

1.1.1. The reports are required due on the date(s) listed, or, in years where the date listed falls on a non-business day, reports are due on the Friday immediately prior to the date listed.

1.1.2. The Vendor is required to complete and submit each report, following instructions sent by the Department

1.1.3. An updated budget narrative must be provided to the Department, within thirty (30) days of contract approval. The budget narrative must include, at a minimum;

1.1.3.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.1.3.2. Staff list, defining;

1.1.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.1.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

1.1.4. The Vendor shall establish and provide baseline data of Primary Care Services being provided; specific to Merrimack and Northern Hillsborough Counties, using Exhibit A-1 Reporting Metrics. This data is to be submitted via the Primary Care Services Measure Data Trend Table (DTT) within thirty (30) days of G&C approval,

1.1.5. The following reports are required to be submitted within 30 days of G&C approval:

1.1.5.1. The Vendor is required to submit a minimum of two (2) Quality Improvement (QI) projects specific to the target population served by this contract (Merrimack and Northern Hillsborough County), which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of targeted patient groups.

1.1.5.1.1. One (1) quality improvement project must focus on the performance measure as designated by MCHS. (Defined as Adolescent Well Visits for SFY 2018 – 2019)

1.1.5.1.2. The other quality improvement project(s) will be chosen by the vendor based on previous performance outcomes needing improvement.

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1.1.5.2. The Vendor is required to submit at least one Enabling Service Workplan specific to the target population served by this contract (Merrimack and Northern Hillsborough County) that includes a detailed description of the enabling services funded by this contract. This shall be developed and submitted according to the schedule and instructions provided by MCHS. The vendor will be notified at least thirty (30) days in advance of any changes in the submission schedule.

1.2. **Annual Reports**

1.2.1. The following reports are required annually, on or prior to;

1.2.1.1. March 31st;

1.2.1.1.1. Uniform Data Set (UDS) Data tables reflecting program performance for the previous calendar year;

1.2.1.1.2. Budget narrative, which includes, at a minimum;

1.2.1.1.2.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.2.1.1.2.2. Staff list, defining;

1.2.1.1.2.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.2.1.1.2.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

1.2.1.2. July 31st;

1.2.1.2.1. Summary of patient satisfaction survey results obtained during the prior contract year, specific to patients served within Merrimack and Northern Hillsborough Counties;

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1.2.1.2.2. Quality Improvement (QI) Workplans, Performance Outcome Section

1.2.1.2.3. Enabling Services Workplans, Performance Outcome Section

1.2.1.3. September 1st;

1.2.1.3.1. QI workplan revisions, as needed;

1.2.1.3.2. Enabling Service Workplan revisions, as needed;

1.2.1.3.3. Correction Action Plan (Performance Measure Outcome Report), as needed;

1.3. **Semi-Annual Reports**

1.3.1.1. Primary Care Services Performance Measure Data; specific to Merrimack and Northern Hillsborough Counties, using Exhibit A-1 Reporting Metrics. This data is to be submitted via the Primary Care Services Measure Data Trend Table (DTT), Due July 31 (measurement period July 1– June 30) and;

1.3.1.2. Primary Care Services Performance Measure Data; specific to Merrimack and Northern Hillsborough Counties, using Exhibit A-1 Reporting Metrics. This data is to be submitted via the Primary Care Services Measure Data Trend Table (DTT), Due January 31 (measurement period January 1 – December 31).

1.4. **The following report is required 30 days following the end of each quarter, beginning in State Fiscal Year 2018;**

1.4.1. Perinatal Client Data Form (PCDF), for the entire population served by the Contractor;

1.4.1.1. Due on April 30, July 31, October 31 and January 31

Contractor Initials: MC
Date: 4/18/18

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This contract is funded with general and federal funds. Department access to supporting funding for this project is dependent upon meeting the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) (https://www.cfda.gov) #93.994, Maternal and Child Health Services Block Grant to the States

3. The Contractor shall not use or apply contract funds for capital additions, improvements, entertainment costs or any other costs not approved by the Department.

4. Payment for services shall be as follows:

   4.1. Payments shall be on a cost reimbursement basis for approved actual costs in accordance with Exhibits B-1 through Exhibit B-3.

   4.2. The Contractor shall submit invoices in a form satisfactory to the State no later than the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor agrees to keep detailed records of their activities related to Department-funded programs and services.

      4.2.1. Expenditure detail may be requested by the Department on an intermittent basis, which the Contractor must provide.

      4.2.2. Onsite reviews may be required.

   4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

   4.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or invoices may be mailed to:

      Financial Administrator

      Department of Health and Human Services

      Division of Public Health

      29 Hazen Dr.

      Concord, NH 03301

4.5. The final invoice shall be due to the State no later than forty (40) days after the date specified in Form P-37, Block 1.7 Completion Date.

4.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

5. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjusting encumbrances between State Fiscal Years within the price limitation may be made without obtaining approval of the Governor and Executive Council, upon written agreement of both parties.

Exhibit B-1

New Hampshire Department of Health and Human Services

Bidder/Program Name: Manchester Community Health Center

Budget Request for: Primary Care Services for Specific Counties (RFP-2018-DPHS-26-PRIMA)

Budget Period: April 1, 2018 - June 30, 2018

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 7,653.00	$ 765.30	$ 8,418.30	$ -	$ -	$ -	$ 7,653.00	$ 765.30	$ 8,418.30
2. Employee Benefits	$ 1,437.91	$ 143.79	$ 1,581.70	$ -	$ -	$ -	$ 1,437.91	$ 143.79	$ 1,581.70
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 9,090.91	$ 909.09	$ 10,000.00	$ -	$ -	$ -	$ 9,090.91	$ 909.09	$ 10,000.00

Indirect As A Percent of Direct 10.00%

Contractor's Initials
Date 4/11/18

Exhibit B-2

New Hampshire Department of Health and Human Services

Bidder/Program Name: Manchester Community Health Center

Budget Request for: Primary Care Services for Specific Counties (RFP-2018-DPHS-28-PRIMA)

Budget Period: July 1, 2018 – June 30, 2019

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 30,276.00	$ 3,027.60	$ 33,303.60	$ -	$ -	$ -	$ 30,276.00	$ 3,027.60	$ 33,303.60
2. Employee Benefits	$ 6,087.64	$ 608.76	$ 6,696.40	$ -	$ -	$ -	$ 6,087.64	$ 608.76	$ 6,696.40
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 36,363.64	$ 3,636.36	$ 40,000.00	$ -	$ -	$ -	$ 36,363.64	$ 3,636.36	$ 40,000.00
Indirect As A Percent of Direct		10.00%						0.1	

Contractor's Initials
Date 5/3/18

Exhibit B-3

New Hampshire Department of Health and Human Services

Bidder/Program Name: Manchester Community Health Center

Budget Request for: Primary Care Services for Specific Counties (RFP-2018-DPHS-28-PRIMA)

Budget Period: July 1, 2019 - March 31, 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 22,799.00	$ 2,279.90	$ 25,078.90	$ -	$ -	$ -	$ 22,799.00	$ 2,279.90	$ 25,078.90
2. Employee Benefits	$ 4,473.73	$ 447.37	$ 4,921.10	$ -	$ -	$ -	$ 4,473.73	$ 447.37	$ 4,921.10
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL:	$ 27,272.73	$ 2,727.27	$ 30,000.00	$ -	$ -	$ -	$ 27,272.73	$ 2,727.27	$ 30,000.00
Indirect As A Percent of Direct		10.00%						0.1	

Contractor's Initials
Date 4/11/18

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf..

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

Contractor Initials _____
Date 4/11/18

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Division reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

145 Hollis Street, Manchester, NH 03101

184 Tarrytown Road, Manchester, NH 03103

1245 Elm Street, Manchester, NH 03101

88 McGregor Street, Manchester, NH 03102

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name: Manchester Community Health Center

4/11/18
Date

Name: Kris McCracken
Title: President/CEO

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name: Manchester Community Health Center

4/11/18
Date

Name: Kris MacCracken
Title: President/CEO

Contractor Initials
Date 4/11/18

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

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Manchester Community Health Center

4/11/18
Date

Name: Kris McCracken
Title: President/CEO

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.

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: Manchester Community Health Center

4/11/18
Date

Name: Kris McCracken
Title: President/CEO

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: Manchester Community Health Center

4/11/18
Date

Name: Kris McCracken
Title: President/CEO

HEALTH INSURANCE PORTABLITY 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, TitleXIII, 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.

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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 (l). 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

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

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.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Manchester Community Health Center
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Kris McCracken
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, DPHS	President/CEO
Title of Authorized Representative	Title of Authorized Representative
4/26/18	4/11/18
Date	Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Manchester Community Health Center

11/11/18
Date

Name: Kris McCracken
Title: President/CEO

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the Internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange Issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Primary Care Services

This 1st Amendment to the Primary Care Services for Specific Countries (contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Concord Hospital, Inc. (hereinafter referred to as "the Contractor"), a non-profit with a place of business at 250 Pleasant Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018, (Item #27G), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended and renewed upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2021.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $767,116.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Modify Exhibit A, Scope of Services by deleting it in its entirety and replacing with Exhibit A, Amendment #1, Scope of Services, incorporated by reference and attached herein.

6. Modify Exhibit A-1, Reporting Metrics by deleting it in its entirety and replacing with Exhibit A-1, Reporting Metrics Amendment #1, incorporated by reference and attached herein.

7. Modify Exhibit A-2, Report Timing Requirements by deleting it in its entirety.

8. Modify Exhibit B, Methods and Conditions Precedent to Payment, Subsection 4.1 to read:

   4.1 Payments shall be on a cost reimbursement basis for approved actual costs in accordance with Exhibits B-1 through Exhibit B-5, Amendment #1 Budget, incorporated by reference and attached herein.

9. Add Exhibit B-4 Amendment #1, Budget, incorporated by reference and attached herein.
10. Add Exhibit B-5 Amendment #1, Budget, incorporated by reference and attached herein.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

4/17/2020
Date

Lisa Morris
Director

Concord Hospital, Inc.

4/10/2020
Date

Name: Robert P. Steigmeyer
Title: President and CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/21/20
Date

Name:
Title:

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting).

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. et seq.

1.4. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered. The Department shall be the payor of last resort.

1.5. The Contractor shall provide Preventative and Primary Health Care, as well as related Care Management and Enabling Services to individuals of all ages, statewide, who are:

1.5.1. Uninsured.

1.5.2. Underinsured.

1.5.3. Low-income (defined as <185% of the U.S. Department of Health and Human Services (US DHHS), Poverty Guidelines.

1.6. The Contractor shall comply with all applicable state and federal laws for the duration of the contract period, including but not limited to:

1.6.1. NH RSA 141-C and Administrative Rule He-P 301, adopted 6/3/08, which requires the reporting of all communicable diseases.

1.6.2. NH RSA 169:C, Child Protection Act; NH RSA 161-F46, Protective Services to Adults, NH RSA 631:6, Assault and Related Offences, and RSA 130:A, Lead Paint Poisoning and Control.

1.6.3. NH RSA 141-C and the Immunization Rules promulgated, hereunder.

2. Eligibility Determination Services

2.1. The Contractor shall notify the Department, in writing, if access to Primary Care Services for new patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

2.2. The Contractor shall assist individuals with completing a Medicaid/Expanded Medicaid and other health insurance application when income calculations

indicate possible Medicaid eligibility.

2.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered.

2.4. The Contractor shall post a notice in a public and conspicuous location noting that no individual will be denied services for an inability to pay.

2.5. The Contractor shall develop and implement a sliding fee scale for services in accordance with the Federal Poverty Guidelines.

2.6. The Contractor shall make the sliding fee scale available to the Department upon request.

3. Primary Care Services

3.1. The Contractor shall ensure primary care services are provided by a New Hampshire licensed Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Advanced Practice Registered Nurse (APRN) or Physician Assistant (PA) to eligible individuals in the service area.

3.2. The Contractor shall ensure primary care services include, but are not limited to:

3.2.1. Reproductive health services.

3.2.2. Perinatal health services including, but not limited to, access to obstetrical services either on-site or by referral.

3.2.3. Preventive services, screenings and health education in accordance with established, documented state or national guidelines.

3.2.4. Integrated behavioral health services.

3.2.5. Pathology, radiology, surgical and CLIA-certified laboratory services either on-site or by referral.

3.2.6. Assessment of need and follow-up/referral as indicated for:

3.2.6.1. Tobacco cessation, including referral to QuitWorks-NH, www.QuitWorksNH.org.

3.2.6.2. Social services.

3.2.6.3. Chronic Disease management, including disease specific referral and self-management education such as referral to Diabetes Self-Management Education (DSME) as recommended by American Diabetes Association (ADA).

3.2.6.4. Nutrition services, including Women, Infants and Children (WIC) Food and Nutrition Service, as appropriate;

3.2.6.5. Screening, Brief Intervention and Referral to Treatment (SBIRT) services, including but not limited to contact with the Regional Public Health Network Continuum of Care Development Initiative.

3.2.6.6. Referrals to health, home care, oral health and behavioral health specialty providers who offer sliding scale fees, when available.

3.3. The Contractor shall provide care management for individuals enrolled for primary care services, which includes, but is not limited to:

3.3.1. Integrated and coordinated services that ensure patients receive necessary care, including behavioral health and oral care when and where it is needed and wanted, in a culturally and linguistically appropriate manner.

3.3.2. Access to a healthcare provider by telephone twenty-four (24) hours per day, seven (7) days per week, directly, by referral or subcontract.

3.3.3. Care facilitated by registries, information technology, and health information exchanged.

3.4. The Contractor shall provide and facilitate enabling services, which are non-clinical services, that support the delivery of basic primary care services.

3.5. The Contractor shall facilitate access to comprehensive patient care and social services, as appropriate, that may include, but are not limited to:

3.5.1. Benefits counseling.

3.5.2. Health insurance eligibility and enrollment assistance.

3.5.3. Health education and supportive counseling.

3.5.4. Interpretation/translation for individuals with Limited English Proficiency or other communication needs.

3.5.5. Outreach, which may include the use of community health workers.

3.5.6. Transportation.

3.5.7. Education of patients and the community regarding the availability and appropriate use of health services.

4. Quality Improvement

4.1. The Contractor shall develop, define, facilitate and implement a minimum of two (2) Quality Improvement (QI) projects, which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of targeted patient groups. The Contractor shall ensure:

4.1.1. One (1) QI project focuses on the performance measure designated

by the Maternal and Child Health Section (MCHS), which is Adolescent Well Visits for SFY 2020-2022.

4.1.1.1. A minimum of one (1) other QI project is selected from Exhibit A-1 "Reporting Metrics" MCHS Primary

4.1.1.2. Care Performance Measures are met according to previous performance outcomes identified as needing improvement.

4.2. The Contractor shall utilize Quality Improvement Science to develop and implement a QI Workplan for each QI project. The Contractor shall ensure the QI Workplan includes, but is not limited to:

4.2.1. Specific goals and objectives for the project period; and

4.2.2. Evaluation methods used to demonstrate improvement in the quality, efficiency, and effectiveness of patient care.

4.3. The Contractor shall include baseline measurements for each area of improvement identified in the QI projects, to establish health care services and health status of targeted patient groups in need of improvement.

4.4. The Contractor shall utilize activities in QI projects that enhance clinical workflow and improve patient outcomes, which may include, but are not limited to:

4.4.1. EMR prompts/alerts.

4.4.2. Protocols/Guidelines.

4.4.3. Diagnostic support.Patient registries.Collaborative learning sessions.

5. Staffing

5.1. The Contractor shall ensure all health and allied health professionals have the appropriate, current New Hampshire licenses whether directly employed, contracted or subcontracted.

5.2. The Contractor shall employ a medical services director who:

5.2.1. Has specialized training and experience in primary care services.

5.2.2. Participates in quality improvement activities.

5.2.3. Is available to other staff for consultation, as needed.

5.3. The Contractor shall notify the MCHS, in writing, of any newly hired administrator, clinical coordinator or staff person essential to providing contracted services. The Contractor shall ensure notification:

5.3.1. Is provided to the Department no later than thirty (30) days from the date of hire.

5.3.2. Includes a copy of the newly hired individual's resume.

5.4. The Contractor shall notify the MCHS, in writing, when:

5.4.1. Any critical position is vacant for more than thirty (30) days.

5.4.2. There is not adequate staffing to perform all required services for any period lasting more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

6. Coordination of Services

6.1. The Contractor shall participate in activities within the Public Health Region, as appropriate, to enhance the integration of community-based public health prevention and healthcare initiatives being implemented, including but not limited to:

6.1.1. Community needs assessments.

6.1.2. Public health performance assessments.

6.1.3. Regional health improvement plans under development.

6.2. The Contractor shall participate in and coordinate public health activities, as requested by the Department, during any disease outbreak or emergency that affects the public's health.

7. Required Meetings & Trainings

7.1. The Contractor shall attend meetings and trainings facilitated by the MCHS programs that include, but are not limited to:

7.1.1. MCHS Agency Directors' meetings.

7.1.2. MCHS Primary Care Coordinators' meetings, which are held two (2) times per year, which may require attendance by agency quality improvement staff.

7.1.3. MCHS Agency Medical Services Directors' meetings.

8. Workplans, Outcome Reports & Additional Reporting Requirements

8.1. The Contractor shall collect and report data on the MCHS Primary Care Performance Measures detailed in Exhibit A--1 Reporting Metrics.

8.2. The Contractor shall submit an updated budget narrative, within thirty (30) days of any changes, ensuring the budget narrative includes, but is not limited to:

8.2.1. Staff roles and responsibilities, defining the impact each role has on contract services.

8.2.2. Staff list that details information that includes, but is not limited to:

8.2.2.1. The Full Time Equivalent percentage allocated to contract services.

8.2.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

8.3. The Contractor shall submit a Sources of Revenue report at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

8.4. The Contractor shall submit reports on the date(s) listed, or, in years where the date listed falls on a non-business day, on the Friday immediately prior to the date listed.

8.5. The Contractor is required to complete and submit each report, as instructed by the Department.

8.6. The Contractor shall submit annual reports to the Department, including but not limited to:

8.6.1. Uniform Data Set (UDS) Data tables that reflect program performance for the previous calendar year no later than March 31st.

8.6.2. A summary of patient satisfaction survey results obtained during the prior contract year no later than July 31st.

8.6.3. Quality (QI) Workplans no later than July 31st.

8.6.4. Enabling Services Workplans no later than July 31st.

8.6.5. QI Workplan revisions, as appropriate, no later than September 1st.

8.6.6. Enabling Services Workplan revisions, as appropriate, no later than September 1st.

8.6.7. Corrective Action Plans relating to Performance Measure Outcome Reports, as needed, no later than September 1st.

8.7. The Contractor shall submit semi-annual reports to the Department, including but not limited to:

8.7.1. Primary Care Services Measure Data Trend Table (DTT) is due no later than:

8.7.2. July 31, 2020 for the measurement period of July 1, 2019 through June 30, 2020.

8.7.3. January 31, 2021 for the measurement period of January 1, 2020 through December 31, 2020.

8.7.4. July 31, 2021 for the measurement period of July 1, 2020 through June 30, 2021.

8.7.5. January 31, 2022 for the measurement period of January 1, 2021 through December 31, 2021.

9. On-Site Reviews

9.1. The Contractor shall permit a team or person authorized by the Department to periodically review the Contractor's:

9.1.1. Systems of governance.

9.1.2. Administration.

9.1.3. Data collection and submission.

9.1.4. Clinical and financial management.

9.1.5. Delivery of education services.

9.2. The Contractor shall cooperate with the Department to ensure information needed for the reviews is accessible and provided, which includes, but is not limited to:

9.2.1. Client records.

9.2.2. Documentation of approved enabling services and quality improvement projects, including process and outcome evaluations.

9.3. The Contractor shall take corrective actions, as advised by the Department's review team, if services provided are not in compliance with the contract requirements.

10. Performance Measures

10.1. The Contractor shall define Annual Improvement Objectives that are measurable, specific and align to the provision of primary care services defined within Exhibit A-1 Reporting Metrics.

1. Definitions

1.1. **Measurement Year** – Measurement Year consists of 365 days and is defined as either:

1.1.1. The calendar year, (January 1st through December 31st); or

1.1.2. The state fiscal year (July 1st through June 30th).

1.2. **Medical Visit** – Medical visit is defined as any office visit including all well-care and acute-care visits.

1.3. **HEDIS** – Healthcare Effectiveness Data and Information Set

1.4. **NQF** – National Quality Forum

1.5. **Title V** – Federal Maternal and Child Health Services Block Grant

1.6. **UDS** – Uniform Data System

1.7. **NH MCHS** – New Hampshire Maternal and Child Health Section

2. MCHS PRIMARY CARE PERFORMANCE MEASURES

2.1. **Breastfeeding**

2.1.1. Percent of infants who are ever breastfed (Title V PM #4).

2.1.1.1. Numerator: All patient infants who were ever breastfed or received breast milk.

2.1.1.2. Numerator Note: The American Academy of Pediatrics recommends all infants exclusively breastfeed for about six (6) months as human milk supports optimal growth and development by providing all required nutrients during that time.

2.1.1.3. Denominator: All patient infants born in the measurement year.

2.2. **Preventive Health: Lead Screening**

2.2.1. Percent of children three (3) years of age who had two (2) or more capillary or venous lead blood test for lead poisoning by their third birthday. (NH MCHS).

2.2.1.1. Numerator: All patient children who received at least one capillary or venous lead screening test between nine (9) months to eighteen (18) months of age **AND** one (1) capillary

or venous lead screening test between nineteen (19) to thirty (30) months of age.

2.2.1.2. Denominator: All patient children who turned three (3) years old during the measurement year that had at least one (1) medical visit during the measurement year.

2.3. **Preventive Health: Adolescent Well-Care Visit**

2.3.1. Percent of adolescents, twelve (12) through twenty-one (21) years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year (HEDIS).

2.3.1.1. Numerator: Number of adolescents, ages 12 through 21 years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year.

2.3.1.2. Denominator: Number of patient adolescents, ages 12 through 21 years of age by the end of the measurement year.

2.4. **Preventive Health: Depression Screening**

2.4.1. Percentage of patients ages twelve (12) and older screened for clinical depression using an age appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NQF 0418, UDS).

2.4.1.1. Numerator: Patients twelve (12) years and older who are screened for clinical depression using an age-appropriate standardized depression screening tool **AND** if positive, a follow-up plan documented.

2.4.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented follow-up plan.

2.4.1.3. Denominator: All patients twelve (12) years and older by the end of the measurement year who had at least one (1) medical visit during the measurement year.

2.4.1.4. Denominator Exception: Depression screening not performed due to medical contraindicated or patient refusal.

2.4.1.5. Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as suicide risk assessment and/or referral to practitioner who is qualified to

Contractor Initials: [signature]
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diagnose and treat depression, and/or notification of primary care provider.

2.4.2. Maternal Depression Screening

2.4.2.1. Percentage of women who are screened for clinical depression during any visit up to twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NH MCHS).

2.4.2.1.1. Numerator: Women who are screened for clinical depression during the first twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if screened positive have documented follow-up plan.

2.4.2.1.2. Numerator Note: Numerator includes women who screened negative PLUS women who screened positive AND have documented follow-up plan.

2.4.2.1.3. Denominator: All women who had any office visit up to twelve (12) weeks following delivery during the measurement year.

2.4.2.1.4. Denominator Exception: Documentation of depression screening not performed due to medical contraindicated or patient refusal.

2.4.2.1.5. Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as Suicide Risk Assessment and/or referral to a practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.5. **Preventive Health: Obesity Screening**

2.5.1. Percentage of patients aged 18 years and older with a calculated BMI in the past six months or during the current visit documented in the

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Date: 2/14/20

medical record AND if the most recent BMI is outside of normal parameters, a follow-up plan is documented (NQF 0421, UDS).

2.5.1.1. Normal parameters: Age 65 and older BMI ≥ 23 and < 30

Age 18 through 64 BMI ≥ 18.5 and < 25

2.5.1.2. Numerator: Patients with BMI calculated within the past six months or during the current visit and a follow-up plan documented if the BMI is outside of parameters (Normal BMI + abnormal BMI with documented plan).

2.5.1.3. Follow-Up Plan: Proposed outline of follow-up plan to be conducted as a result of BMI outside of normal parameters. The follow-up plan can include documentation of a future appointment, education, referral (such as registered dietician, nutritionist, occupational therapist, primary care physician, exercise physiologist, mental health provider, surgeon, etc.), prescription of/administration of dietary supplements, exercise counseling, nutrition counseling, etc.

2.5.1.4. Denominator: All patients aged 18 years and older who had at least one (1) medical visit during the measurement year.

2.5.2. Percent of patients aged 3 through 17 who had evidence of BMI percentile documentation AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year (UDS).

2.5.2.1. Numerator: Number of patients in the denominator who had their BMI percentile (not just BMI or height and weight) documented during the measurement year AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year.

2.5.2.2. Denominator: Number of patients who were one year after their second birthday (i.e., were 3 years of age) through adolescents who were aged up to one year past their 16th birthday (i.e., up until they were 17) at some point during the measurement year, who had at least one medical visit during the reporting year, and were seen by the health center for the first time prior to their 17th birthday.

2.6. **Preventive Health: Tobacco Screening**

2.6.1. Percent of patients aged 18 years and older who were screened for tobacco use at least once during the measurement year or prior year

AND who received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user (UDS).

2.6.1.1. Numerator: Number of patients in the denominator for whom documentation demonstrates that patients were queried about their tobacco use one or more times during their most recent visit OR within twenty-four (24) months of the most recent visit and received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user.

2.6.1.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.6.1.4. Definitions:

2.6.1.4.1. Tobacco Use: Includes any type of tobacco.

2.6.1.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy.

2.6.2. Percent of women who are screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user (NH MCHS).

2.6.2.1. Numerator: Pregnant women who were screened for tobacco use during each trimester AND who received tobacco

cessation counseling intervention if identified as a tobacco user.

2.6.2.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.2.3. Denominator: All women who delivered a live birth in the measurement year.

2.7. **At Risk Population: Hypertension**

2.7.1. Percentage of patients aged 18 through 85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90mmHG) during the measurement year (NQF 0018).

2.7.1.1. Numerator: Number of patients from the denominator with blood pressure measurement less than 140/90 mm HG at the time of their last measurement.

2.7.1.2. Denominator: Number of patients age 18 through 85 with diagnosed hypertension (must have been diagnosed with hypertension 6 or more months before the measurement date) who had at least one (1) medical visit during the measurement year. (Excludes pregnant women and patients with End Stage Renal Disease.)

2.8. **Patient Safety: Falls Screening**

2.8.1. Percent of patients aged 65 years and older who were screened for fall risk at least once within 12 months (NH MCHS).

2.8.1.1. Numerator: Patients who were screened for fall risk at least once within the measurement year.

2.8.1.2. Denominator: All patients aged 65 years and older seen by a health care provider within the measurement year.

2.9. **SBIRT**

2.9.1. SBIRT – Percent of patients aged 18 years and older who were screened for substance use, using a formal valid screening tool, during any medical visit AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.1.1. Numerator: Number of patients in the denominator who were screened for substance use, using a formal valid screening

tool, during any medical visit AND if positive, who received a brief intervention and/or referral to services.

2.9.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.9.1.4. Definitions:

2.9.1.4.1. Substance Use: Includes any type of alcohol or drug.

2.9.1.4.2. Brief Intervention: Includes guidance or counseling.

2.9.1.4.3. Referral to Services: includes any recommendation of direct referral for substance abuse services.

2.9.2. Percent of pregnant women who were screened, using a formal valid screening tool, for substance use, during every trimester they are enrolled in the prenatal program AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.2.1. Numerator: Number of women in the denominator who were screened for substance use, using a formal and valid screening tool, during each trimester that they were enrolled in the prenatal program AND if positive, received a brief intervention or referral to services

2.9.2.2. Numerator Note: numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.2.3. Denominator: Number of women enrolled in the agency prenatal program and who had a live birth during the measurement year.

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Date: 2/14/20

Exhibit B-4 Amendment #1, Budget

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Concord Hospital Family Health Center

Budget Request for: Primary Care Services
(Name of RFP)

Budget Period: SFY 2020

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$515,543.00	$ -	$ 515,543.00	$ 458,955.00	$ -	$ 458,955.00	$ 56,588.00	$ -	$ 56,588.00
2. Employee Benefits	$ 128,885.75	$ -	$ 128,885.75	$ 128,885.75	$ -	$ 128,885.75	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -		$ -	$ -		$ -	$ -		$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 644,428.75	$ -	$ 644,428.75	$ 587,840.75	$ -	$ 587,840.75	$ 56,588.00	$ -	$ 56,588.00
Indirect As A Percent of Direct		0.0%							

Exhibit B-5 Amendment #1, Budget

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Concord Hospital Family Health Center

Budget Request for: Primary Care Services
(Name of RFP)

Budget Period: SFY 2021

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$531,543.00	$ -	$ 531,543.00	$ 305,191.00	$ -	$ 305,191.00	$ 226,352.00	$ -	$ 226,352.00
2. Employee Benefits	$ 132,885.75	$ -	$ 132,885.75	$ 132,885.75	$ -	$ 132,885.75		$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -		$ -	$ -		$ -	$ -		$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 664,428.75	$ -	$ 664,428.75	$ 438,076.75	$ -	$ 438,076.75	$ 226,352.00	$ -	$ 226,352.00
Indirect As A Percent of Direct		0.0%							

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CONCORD HOSPITAL, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 29, 1985. 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: **74948**

Certificate Number : **0004488032**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2019.

William M. Gardner
Secretary of State

CERTIFICATE

I, William Chapman, Secretary of Concord Hospital, Inc. do hereby certify:

1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificates;
3) The following is a true and complete copy of the resolution adopted by the board of trustees of the corporation at a meeting of that board on March 21, 2005 which meeting was held in accordance with the law of the state of incorporation and the bylaws of the corporation:

   The motion was made, seconded and the Board unanimously voted that the powers and duties of the President shall include the execution of all contracts and other legal documents on behalf of the corporation, unless some other person is specifically so designated by the Board, by law, or pursuant to the administrative policy addressing contract and expenditure approval levels.

4) the foregoing resolution is in full force and effect, unamended, as of the date hereof; and
5) the following persons lawfully occupy the offices indicated below:

   Robert P. Steigmeyer, President
   Scott W. Sloane, Chief Financial Officer

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 14th day of February, 2020.

(Corporate seal)

William Chapman
Secretary

State of: NEW HAMPSHIRE

County of: MERRIMACK

On this, the 14th *day of* February, 2020, *before me a notary public, the undersigned officer, personally appeared* William L. Chapman, *known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.*
In witness hereof, I hereunto set my hand and official seal.

Ellen A. Cole
Notary Public

(Seal)

My Commission expires: _____

ELLEN A. COLE
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
MY COMMISSION EXPIRES AUGUST 24, 2021

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/08/2020

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 MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com CN107277064-CHS-gener-20-21	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE — **NAIC #**
	INSURER A : Granite Shield Insurance Exchange
INSURED CAPITAL REGION HEALTHCARE CORPORATION & CONCORD HOSPITAL, INC. ATTN: KATHY LAMONTAGNE, ADMINISTRATION 250 PLEASANT STREET CONCORD, NH 03301	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** NYC-010805475-01 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GSIE-PRIM-2020-101	01/01/2020	01/01/2021	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 12,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			GSIE-PRIM-2020-101	01/01/2020	01/01/2021		SEE ABOVE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GENERAL LIABILITY AND PROFESSIONAL LIABILITY SHARE A COMBINED LIMIT OF 2,000,000/12,000,000. HOSPITAL PROFESSIONAL LIABILITY RETRO ACTIVE DATE 06/24/1985. EACH OCCURRENCE AND AGGREGATE LIMITS ARE SHARED AMONGST THE GRANITE SHIELD EXCHANGE HOSPITALS.

CERTIFICATE HOLDER

STATE OF NH DEPT OF HEALTH
& HUMAN SERVICES
129 PLEASANT STREET
CONCORD, NH 03301

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.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Elizabeth Stapleton

CAPIREG-01 RDURGIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/3/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 1780862 HUB International New England 100 Central Street, Suite 201 Holliston, MA 01746	CONTACT NAME: Rita Durgin PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: rita.durgin@hubinternational.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Safety National Casualty Corporation — 15105
INSURED Capital Region Healthcare Corporation Concord Hospital Inc 250 Pleasant Street Concord, NH 03301	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]	N/A		SP4061435	10/1/2019	10/1/2020	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

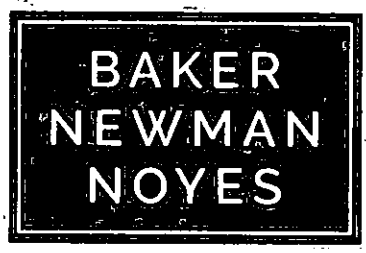
CERTIFICATE HOLDER	CANCELLATION
NH DHHS Street129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

Concord Hospital Mission Statement

Concord Hospital is a charitable organization which exists to meet the health needs of individuals within the communities it serves.

It is the established policy of Concord Hospital to provide services on the sole basis of the medical necessity of such services as determined by the medical staff without reference to race, color, ethnicity, national origin, sexual orientation, marital status, religion, age, gender, disability, or inability to pay for such services.

Approved by Board of Trustees 10-21-02; Reaffirmed by Board 11-23-03, 11-15-04, 11-21-05, 11-20-06, 11-19-07, 11-17-08, 11-16-09, 10-18-10, 9-19-11, 9-24-12, 9-23-13, 9-22-14



Concord Hospital, Inc. and Subsidiaries

Audited Consolidated Financial Statements
and Additional Information

Years Ended September 30, 2019 and 2018
With Independent Auditors' Report

Baker Newman & Noyes LLC
MAINE | MASSACHUSETTS | NEW HAMPSHIRE
800.244.7444 | www.bnncpa.com

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

Audited Consolidated Financial Statements
and Additional Information

Years Ended September 30, 2019 and 2018

CONTENTS

Baker Newman & Noyes LLC
MAINE | MASSACHUSETTS | NEW HAMPSHIRE
800.244.7444 | www.bnncpa.com

INDEPENDENT AUDITORS' REPORT

The Board of Trustees
Concord Hospital, Inc.

We have audited the accompanying consolidated financial statements of Concord Hospital, Inc. and Subsidiaries (the System), which comprise the consolidated balance sheets as of September 30, 2019 and 2018, the related consolidated statements of operations, 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 Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; 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.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. 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 auditors' 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 consolidated 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.

The Board of Trustees
Concord Hospital, Inc.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the System as of September 30, 2019 and 2018, and the results of its operations, changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1 to the consolidated financial statements, in 2019, the System adopted Financial Accounting Standards Board Accounting Standards Update 2016-14, *Not-for-Profit Entities (Topic 958) - Presentation of Financial Statements of Not-for-Profit Entities*, and applied the guidance retrospectively to all periods presented. Our opinion is not modified with respect to this matter.

Baker Newman & Noyes LLC

Manchester, New Hampshire
December 10, 2019

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

September 30, 2019 and 2018

ASSETS
(In thousands)

	2019	2018
Current assets:		
Cash and cash equivalents	$ 6,404	$ 4,691
Short-term investments	23,228	30,553
Accounts receivable, less allowance for doubtful accounts of $14,635 in 2019 and $15,037 in 2018	68,614	70,261
Due from affiliates	492	659
Supplies	2,396	2,079
Prepaid expenses and other current assets	6,662	5,262
Total current assets	107,796	113,505
Assets whose use is limited or restricted:		
Board designated	284,668	297,243
Funds held by trustee for workers' compensation reserves, self-insurance escrows and construction funds	38,141	55,978
Donor-restricted funds and restricted grants	39,656	40,431
Total assets whose use is limited or restricted	362,465	393,652
Other noncurrent assets:		
Due from affiliates, net of current portion	708	768
Other assets	18,340	13,344
Total other noncurrent assets	19,048	14,112
Property and equipment:		
Land and land improvements	6,338	6,942
Buildings	194,301	195,301
Equipment	244,834	292,694
Construction in progress	38,734	7,044
	484,207	501,981
Less accumulated depreciation	(302,519)	(332,923)
Net property and equipment	181,688	169,058
	$ 670,997	$ 690,327

LIABILITIES AND NET ASSETS
(In thousands)

	2019	2018
Current liabilities:		
Accounts payable and accrued expenses	$ 34,354	$ 36,190
Accrued compensation and related expenses	28,174	26,646
Accrual for estimated third-party payor settlements	34,569	35,378
Current portion of long-term debt	7,385	9,061
Total current liabilities	104,482	107,275
Long-term debt, net of current portion	120,713	128,463
Accrued pension and other long-term liabilities	74,718	48,302
Total liabilities	299,913	284,040
Net assets:		
Without donor restrictions	333,022	368,060
With donor restrictions	38,062	38,227
Total net assets	371,084	406,287
	$ 670,997	$ 690,327

See accompanying notes.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS

Years Ended September 30, 2019 and 2018
(In thousands)

	2019	2018
Revenue and other support without donor restrictions:		
Net patient service revenue, net of contractual allowances and discounts	$510,098	$492,647
Provision for doubtful accounts	(23,826)	(29,329)
Net patient service revenue less provision for doubtful accounts	486,272	463,318
Other revenue	21,887	20,496
Disproportionate share revenue	19,215	14,327
Net assets released from restrictions for operations	1,453	2,112
Total revenue and other support without donor restrictions	528,827	500,253
Operating expenses:		
Salaries and wages	250,359	233,356
Employee benefits	61,887	52,130
Supplies and other	106,095	98,713
Purchased services	32,865	43,352
Professional fees	7,681	6,531
Depreciation and amortization	26,150	27,574
Medicaid enhancement tax	22,442	20,975
Interest expense	4,729	4,873
Total operating expenses	512,208	487,504
Income from operations	16,619	12,749
Nonoperating income:		
Gifts and bequests without donor restrictions	304	317
Investment (loss) income and other	(4,906)	12,878
Net periodic benefits cost, other than service cost	(2,626)	(2,880)
Total nonoperating (loss) income	(7,228)	10,315
Excess of revenues and nonoperating income over expenses	$ 9,391	$ 23,064

See accompanying notes.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS

Years Ended September 30, 2019 and 2018
(In thousands)

	2019	2018
Net assets without donor restrictions:		
Excess of revenues and nonoperating income over expenses	$ 9,391	$ 23,064
Net unrealized gains on investments	4,979	1,805
Net transfers from (to) affiliates	388	(35)
Net assets released from restrictions used for purchases of property and equipment	188	479
Pension adjustment	(49,984)	7,599
(Decrease) increase in net assets without donor restrictions	(35,038)	32,912
Net assets with donor restrictions:		
Contributions and pledges with donor restrictions	1,912	1,554
Net investment (loss) return	(103)	1,236
Contributions to affiliates and other community organizations	(186)	(222)
Unrealized (losses) gains on trusts administered by others	(147)	48
Net assets released from restrictions for operations	(1,453)	(2,112)
Net assets released from restrictions used for purchases of property and equipment	(188)	(479)
(Decrease) increase in net assets with donor restrictions	(165)	25
(Decrease) increase in net assets	(35,203)	32,937
Net assets, beginning of year	406,287	373,350
Net assets, end of year	$371,084	$406,287

See accompanying notes.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended September 30, 2019 and 2018
(In thousands)

	2019	2018
Cash flows from operating activities:		
(Decrease) increase in net assets	$ (35,203)	$ 32,937
Adjustments to reconcile (decrease) increase in net assets to net cash provided by operating activities:		
Contributions and pledges with donor restrictions	(1,912)	(1,554)
Depreciation and amortization	26,150	27,574
Net realized and unrealized losses (gains) on investments	5,483	(12,762)
Bond premium and issuance cost amortization	(368)	(317)
Provision for doubtful accounts	23,826	29,329
Equity in earnings of affiliates, net	(7,345)	(5,539)
Loss (gain) on disposal of property and equipment	35	(84)
Pension adjustment	49,984	(7,599)
Changes in operating assets and liabilities:		
Accounts receivable	(22,179)	(48,246)
Supplies, prepaid expenses and other current assets	(1,717)	291
Other assets	(4,087)	2,495
Due from affiliates	227	430
Accounts payable and accrued expenses	(8,826)	7,497
Accrued compensation and related expenses	1,528	1,066
Accrual for estimated third-party payor settlements	(809)	7,996
Accrued pension and other long-term liabilities	(23,568)	(4,635)
Net cash provided by operating activities	1,219	28,879
Cash flows from investing activities:		
Increase in property and equipment, net	(31,698)	(30,456)
Purchases of investments	(43,333)	(87,949)
Proceeds from sales of investments	76,304	31,793
Equity distributions from affiliates	6,309	4,752
Net cash provided (used) by investing activities	7,582	(81,860)
Cash flows from financing activities:		
Payments on long-term debt	(9,058)	(8,816)
Proceeds from issuance of long-term debt	–	62,004
Bond issuance costs	–	(670)
Change in short-term notes payable	–	(15)
Contributions and pledges with donor restrictions	1,970	1,370
Net cash (used) provided by financing activities	(7,088)	53,873
Net increase in cash and cash equivalents	1,713	892
Cash and cash equivalents at beginning of year	4,691	3,799
Cash and cash equivalents at end of year	$ 6,404	$ 4,691

Supplemental disclosure:
At September 30, 2019, amounts totaling $6,990 related to the purchase of property and equipment were included in accounts payable and accrued expenses.

See accompanying notes.

1. Description of Organization and Summary of Significant Accounting Policies

Organization

Concord Hospital, Inc., (the Hospital) located in Concord, New Hampshire, is a not-for-profit acute care hospital. The Hospital provides inpatient, outpatient, emergency care and physician services for residents within its geographic region. Admitting physicians are primarily practitioners in the local area. The Hospital is controlled by Capital Region Health Care Corporation (CRHC).

In 1985, the then Concord Hospital underwent a corporate reorganization in which it was renamed and became CRHC. At the same time, the Hospital was formed as a new entity. All assets and liabilities of the former hospital, now CRHC, with the exception of its endowments and restricted funds, were conveyed to the new entity. The endowments were held by CRHC for the benefit of the Hospital, which is the true party in interest. Effective October 1, 1999, CRHC transferred these funds to the Hospital.

In March 2009, the Hospital created The Concord Hospital Trust (the Trust), a separately incorporated, not-for-profit organization to serve as the Hospital's philanthropic arm. In establishing the Trust, the Hospital transferred philanthropic funds with donor restrictions, including board designated funds, endowments, indigent care funds and specific purpose funds, to the newly formed organization together with the stewardship responsibility to direct monies available to support the Hospital's charitable mission and reflect the specific intentions of the donors who made these gifts. Concord Hospital and the Trust constitute the Obligated Group at September 30, 2019 and 2018 to certain debt described in Note 6.

Subsidiaries of the Hospital include:

Capital Region Health Care Development Corporation (CRHCDC) is a not-for-profit real estate corporation that owns and operates medical office buildings and other properties.

Capital Region Health Ventures Corporation (CRHVC) is a not-for-profit corporation that engages in health care delivery partnerships and joint ventures. It operates ambulatory surgery and diagnostic facilities independently and in cooperation with other entities.

NH Cares ACO, LLC (NHC) is a single member limited liability company that engages in providing medical services to Medicare beneficiaries as an accountable care organization. NHC has a perpetual life and is subject to termination in certain events.

The Hospital, its subsidiaries and the Trust are collectively referred to as the System. The consolidated financial statements include the accounts of the Hospital, the Trust, CRHCDC, CRHVC and NHC. All significant intercompany balances and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America 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, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

1. **Description of Organization and Summary of Significant Accounting Policies (Continued)**

Concentration of Credit Risk

Financial instruments which subject the Hospital to credit risk consist primarily of cash equivalents, accounts receivable and investments. The risk with respect to cash equivalents is minimized by the Hospital's policy of investing in financial instruments with short-term maturities issued by highly rated financial institutions. The Hospital's accounts receivable are primarily due from third-party payors and amounts are presented net of expected contractual allowances and uncollectible amounts, including estimated uncollectible amounts from uninsured patients. The Hospital's investment portfolio consists of diversified investments, which are subject to market risk. The Hospital's investment in one fund, the Vanguard Institutional Index Fund, exceeded 10% of total Hospital investments as of September 30, 2019 and 2018.

Cash and Cash Equivalents

Cash and cash equivalents include money market funds with original maturities of three months or less, excluding assets whose use is limited or restricted.

The Hospital maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Hospital has not experienced any losses on such accounts.

Supplies

Supplies are carried at the lower of cost, determined on a weighted-average method, or net realizable value.

Assets Whose Use is Limited or Restricted

Assets whose use is limited or restricted include assets held by trustees for workers' compensation reserves, self-insurance escrows, construction funds, designated assets set aside by the Board of Trustees (over which the Board retains control and may, at its discretion, subsequently use for other purposes), and donor-restricted investments.

Investments and Investment Income

Investments are carried at fair value in the accompanying consolidated balance sheets. Investment income (including realized gains and losses on investments, interest and dividends) is included in the excess of revenues and nonoperating income over expenses unless the income is restricted by donor or law, in which case it is reported as an increase or decrease in net assets with donor restrictions. Gains and losses on investments are computed on a specific identification basis. Unrealized gains and losses on investments are excluded from the excess of revenues and nonoperating income over expenses unless the investments are classified as trading securities or losses are considered other-than-temporary. Periodically, management reviews investments for which the market value has fallen significantly below cost and recognizes impairment losses where they believe the declines are other-than-temporary.

1. **Description of Organization and Summary of Significant Accounting Policies (Continued)**

Beneficial Interest in Perpetual Trusts

The System has an irrevocable right to receive income earned on certain trust assets established for its benefit. Distributions received by the System are without donor restrictions. The System's interest in the fair value of the trust assets is included in assets whose use is limited or restricted and as net assets with donor restrictions. Changes in the fair value of beneficial trust assets are reported as increases or decreases to net assets with donor restrictions.

Investment Policies

The System's investment policies provide guidance for the prudent and skillful management of invested assets with the objective of preserving capital and maximizing returns. The invested assets include endowment, specific purpose and board designated funds.

Endowment funds are identified as perpetual in nature, intended to provide support for current or future operations and other purposes identified by the donor. These funds are managed with disciplined longer-term investment objectives and strategies designed to accommodate relevant, reasonable, or probable events.

Specific purpose funds are temporary in nature, restricted as to time or purpose as identified by the donor or grantor. These funds have various intermediate/long-term time horizons associated with specific identified spending objectives.

Board designated funds have various intermediate/long-term time horizons associated with specific spending objectives as determined by the Board of Trustees.

Management of these assets is designed to increase, with minimum risk, the inflation adjusted principal and income of the endowment funds over the long term. The System targets a diversified asset allocation that places emphasis on achieving its long-term return objectives within prudent risk constraints.

Spending Policy for Appropriation of Assets for Expenditure

In accordance with the *Uniform Prudent Management of Institutional Funds Act* (UPMIFA), the System considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (a) the duration and preservation of the fund; (b) the purpose of the organization and the donor-restricted endowment fund; (c) general economic conditions; (d) the possible effect of inflation and deflation; (e) the expected total return from income and the appreciation of investments; (f) other resources of the organization; and (g) the investment policies of the organization.

Spending policies may be adopted by the System, from time to time, to provide a stream of funding for the support of key programs. The spending policies are structured in a manner to ensure that the purchasing power of the assets is maintained while providing the desired level of annual funding to the programs. The System has a current spending policy on various funds currently equivalent to 5% of twelve-quarter moving average of the funds' total market value.

1. **Description of Organization and Summary of Significant Accounting Policies (Continued)**

Accounts Receivable and the Allowance for Doubtful Accounts

Accounts receivable are reduced by an allowance for doubtful accounts. In evaluating the collectibility of accounts receivable, the System analyzes its past history and identifies trends for each of its major payor sources of revenue to estimate the appropriate allowance for doubtful accounts and provision for doubtful accounts. Management regularly reviews data about these major payor sources of revenue in evaluating the sufficiency of the allowance for doubtful accounts. For receivables associated with services provided to patients who have third-party coverage, the System analyzes contractually due amounts and provides an allowance for doubtful accounts and a provision for doubtful accounts, if necessary (for example, for expected uncollectible deductibles and copayments on accounts for which the third-party payor has not yet paid, or for payors who are known to be having financial difficulties that make the realization of amounts due unlikely). For receivables associated with self-pay patients (which includes both patients without insurance and patients with deductible and copayment balances due for which third-party coverage exists for part of the bill), the System records a provision for doubtful accounts in the period of service on the basis of its past experience, which indicates that many patients are unable or unwilling to pay the portion of their bill for which they are financially responsible. The difference between the standard rates (or the discounted rates if negotiated) and the amounts actually collected after all reasonable collection efforts have been exhausted is charged off against the allowance for doubtful accounts.

The System's allowance for doubtful accounts for self-pay patients represented 68% and 82% of self-pay accounts receivable at September 30, 2019 and 2018, respectively. The total provision for the allowance for doubtful accounts was $23,826 and $29,329 for the years ended September 30, 2019 and 2018, respectively. The System also provides charity care to patients, which is not recorded as revenue. The System's self-pay bad debt writeoffs decreased $4,246, from $27,430 in 2018 to $23,184 in 2019. The decrease in bad debt writeoffs between 2018 and 2019 was primarily a result of certain shifts in payor mix.

Property and Equipment

Property and equipment is stated at cost at time of purchase, or at fair value at time of donation for assets contributed, less any reductions in carrying value for impairment and less accumulated depreciation. The System's policy is to capitalize expenditures for major improvements and charge maintenance and repairs currently for expenditures which do not extend the lives of the related assets. Depreciation is computed using the straight-line method in a manner intended to amortize the cost of the related assets over their estimated useful lives. For the years ended September 30, 2019 and 2018, depreciation expense was $26,150 and $27,574, respectively.

The System has also capitalized certain costs associated with property and equipment not yet in service. Construction in progress includes amounts incurred related to major construction projects, other renovations, and other capital equipment purchased but not yet placed in service. During 2019 and 2018, the Hospital capitalized $652 and $167, respectively, of interest expense relating to various construction projects. At September 30, 2019, the Hospital has outstanding construction commitments totaling approximately $18.8 million for a new medical office building. Construction commenced in the summer of 2018 and is anticipated to be completed in June 2020.

1. **Description of Organization and Summary of Significant Accounting Policies (Continued)**

Gifts of long-lived assets such as land, buildings or equipment are reported as support without donor restrictions, and are excluded from the excess of revenues and nonoperating income over expenses, unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used, and gifts of cash or other assets that must be used to acquire long-lived assets, are reported as support with donor restrictions. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Federal Grant Revenue and Expenditures

Revenues and expenses under federal grant programs are recognized as the grant expenditures are incurred.

Bond Issuance Costs/Original Issue Discount or Premium

Bond issuance costs incurred to obtain financing for construction and renovation projects and the original issue discount or premium are amortized to interest expense using the straight-line method, which approximates the effective interest method, over the life of the respective bonds. The original issue discount or premium and bond issuance costs are presented as a component of bonds payable.

Charity Care

The System provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates (Note 11). Because the System does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue. The System uses an industry standard approach in calculating the costs associated with providing charity care. Funds received from gifts and grants to subsidize charity services provided for the years ended September 30, 2019 and 2018 were approximately $88 and $452, respectively.

Net Assets With Donor Restrictions

Gifts are reported as restricted support if they are received with donor stipulations that limit the use of donated assets. Donated investments, supplies and equipment are reported at fair value at the date of receipt. Unconditional promises to give cash and other assets are reported at fair value at the date of receipt of the promise. When a donor restriction expires (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 statement of operations as either net assets released from restrictions for operations (for noncapital related items) or as net assets released from restrictions used for purchases of property and equipment (capital related items). Some net assets with donor restrictions have been restricted by donors to be maintained by the System in perpetuity.

Donor-restricted contributions whose restrictions are met within the same year as received are reported as contributions without donor restrictions in the accompanying consolidated financial statements.

1. **Description of Organization and Summary of Significant Accounting Policies (Continued)**

Net Patient Service Revenue

The System has agreements with third-party payors that provide for payments to the System at amounts different from its established rates. Payment arrangements include prospectively determined rates per discharge, reimbursed costs, discounted charges, per diem payments and fee schedules. Net patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined. Changes in these estimates are reflected in the financial statements in the year in which they occur. For the years ended September 30, 2019 and 2018, net patient service revenue in the accompanying consolidated statements of operations increased by approximately $5,600 and $2,900, respectively, due to actual settlements and changes in assumptions underlying estimated future third-party settlements.

Revenues from the Medicare and Medicaid programs accounted for approximately 34% and 4% and 34% and 5% of the Hospital's net patient service revenue for the years ended September 30, 2019 and 2018, respectively. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation.

The Hospital recognizes patient service revenue associated with services provided to patients who have third-party payor coverage on the basis of contractual rates for the services rendered. For uninsured patients, the Hospital provides a discount approximately equal to that of its largest private insurance payors. On the basis of historical experience, a significant portion of the Hospital's uninsured patients will be unable or unwilling to pay for the services provided. Thus, the Hospital records a significant provision for doubtful accounts related to uninsured patients in the period the services are provided.

Excess of Revenues and Nonoperating Income Over Expenses

The System has deemed all activities as ongoing, major or central to the provision of health care services and, accordingly, they are reported as operating revenue and expenses, except for contributions and pledges without donor restrictions, the related philanthropy expenses and investment income which are recorded as nonoperating income.

The consolidated statements of operations also include excess of revenues and nonoperating income over expenses. Changes in net assets without donor restrictions which are excluded from excess of revenues and nonoperating income over expenses, consistent with industry practice, include the change in net unrealized gains and losses on investments other than trading securities or losses considered other than temporary, permanent transfers of assets to and from affiliates for other than goods and services, pension liability adjustments and contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purposes of acquiring such assets).

Estimated Workers' Compensation and Health Care Claims

The provision for estimated workers' compensation and health care claims includes estimates of the ultimate costs for both reported claims and claims incurred but not reported.

1. **Description of Organization and Summary of Significant Accounting Policies (Continued)**

Functional Expense Allocation

The costs of providing program services and other activities have been summarized on a functional basis in Note 10. Accordingly, costs have been allocated among program services and supporting services benefitted.

Income Taxes

The Hospital, CRHCDC, CRHVC, and the Trust are not-for-profit corporations as described in Section 501(c)(3) of the Internal Revenue Code, and are exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. NHC is organized as a single member limited liability company and has elected to be treated as a disregarded entity for federal and state income tax reporting purposes. Accordingly, all income or losses and applicable tax credits are reported on the member's income tax returns, with the exception of taxes due to the State of New Hampshire. Management evaluated the System's tax positions and concluded the System has maintained its tax-exempt status, does not have any significant unrelated business income and had taken no uncertain tax positions that require adjustment to or disclosure in the accompanying consolidated financial statements.

Advertising Costs

The System expenses advertising costs as incurred, and such costs totaled approximately $251 and $201 for the years ended September 30, 2019 and 2018, respectively.

Recent Accounting Pronouncements

In August 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-14, *Not-for-Profit Entities (Topic 958)* (ASU 2016-14) – *Presentation of Financial Statements of Not-for-Profit Entities*. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. ASU 2016-14 is effective for the System for the year ended September 30, 2019. The System has adjusted the presentation of these consolidated financial statements and related footnotes accordingly. The ASU has been applied retrospectively to all periods presented. The adoption of ASU 2016-14 had no impact to changes in net assets or total net assets in 2019 or 2018.

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers* (ASU 2014-09), which requires revenue to be recognized when promised goods or services are transferred to customers in amounts that reflect the consideration to which the System expects to be entitled in exchange for those goods and services. ASU 2014-09 will replace most existing revenue recognition guidance in U.S. GAAP when it becomes effective. ASU 2014-09 is effective for the System on October 1, 2019. ASU 2014-09 permits the use of either the retrospective or cumulative effect transition method. The System is evaluating the impact that ASU 2014-09 will have on its revenue recognition policies, but does not expect the new pronouncement will have a material impact on its consolidated financial statements.

1. **Description of Organization and Summary of Significant Accounting Policies (Continued)**

In January 2016, the FASB issued ASU No. 2016-01, *Financial Instruments – Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities* (ASU 2016-01). The amendments in ASU 2016-01 address certain aspects of recognition, measurement, presentation and disclosure of financial instruments. ASU 2016-01 is effective for the System for the year ended September 30, 2020, with early adoption permitted. The System is currently evaluating the impact that ASU 2016-01 will have on its consolidated financial statements.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)* (ASU 2016-02). Under ASU 2016-02, at the commencement of a long-term lease, lessees will recognize a liability equivalent to the discounted payments due under the lease agreement, as well as an offsetting right-of-use asset. ASU 2016-02 is effective for the System on October 1, 2021, with early adoption permitted. Lessees (for capital and operating leases) must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements. The modified retrospective approach would not require any transition accounting for leases that expired before the earliest comparative period presented. Lessees may not apply a full retrospective transition approach. The System is currently evaluating the impact of the pending adoption of ASU 2016-02 on the System's consolidated financial statements.

In November 2016, the FASB issued ASU No. 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash (a consensus of the FASB Emerging Issues Task Force)* (ASU 2016-18), which provides guidance on the presentation of restricted cash or restricted cash equivalents in the statement of cash flows. ASU 2016-18 will be effective for the System's fiscal year ended September 30, 2020, and early adoption is permitted. ASU 2016-18 must be applied using a retrospective transition method. The System is currently evaluating the impact of the adoption of this guidance on its consolidated financial statements.

In June 2018, the FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made* (ASU 2018-08). Due to diversity in practice, ASU 2018-08 clarifies the definition of an exchange transaction as well as the criteria for evaluating whether contributions are unconditional or conditional. ASU 2018-08 is effective for the System on October 1, 2019, with early adoption permitted. The System is currently evaluating the impact that ASU 2018-08 will have on its consolidated financial statements.

In August 2018, the FASB issued ASU 2018-13, *Fair Value Measurement (Topic 820): Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurement* (ASU 2018-13). The amendments in this ASU modify the disclosure requirements for fair value measurements for Level 3 assets and liabilities, and eliminate the requirement to disclose transfers between Levels 1 and 2 of the fair value hierarchy, among other modifications. ASU 2018-13 is effective for the System on October 1, 2020, with early adoption permitted. The System is currently evaluating the impact that ASU 2018-13 will have on its consolidated financial statements.

Reclassifications

Certain 2018 amounts have been reclassified to permit comparison with the 2019 consolidated financial statements presentation format.

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Subsequent Events

Management of the System evaluated events occurring between the end of the System's fiscal year and December 10, 2019, the date the consolidated financial statements were available to be issued.

2. Transactions With Affiliates

The System provides funds to CRHC and its affiliates which are used for a variety of purposes. The System records the transfer of funds to CRHC and the other affiliates as either receivables or directly against net assets, depending on the intended use and repayment requirements of the funds. Generally, funds transferred for start-up costs of new ventures or capital related expenditures are recorded as charges against net assets. For the years ended September 30, 2019 and 2018, transfers made to CRHC were $(214) and $(157), respectively, and transfers received from Capital Region Health Services Corporation (CRHSC) were $602 and $122, respectively.

A brief description of affiliated entities is as follows:

- CRHSC is a for-profit provider of health care services, including an eye surgery center and assisted living facility.
- Concord Regional Visiting Nurse Association, Inc. and Subsidiary (CRVNA) provides home health care services.
- Riverbend, Inc. provides behavioral health services.

Amounts due the System, primarily from joint ventures, totaled $1,200 and $1,427 at September 30, 2019 and 2018, respectively. Amounts have been classified as current or long-term depending on the intentions of the parties involved. Beginning in 1999, the Hospital began charging interest on a portion of the receivables ($708 and $759 at September 30, 2019 and 2018, respectively) with principal and interest (6.75% at September 30, 2019) payments due monthly. Interest income amounted to $50 and $58 for the years ended September 30, 2019 and 2018, respectively.

Contributions to affiliates and other community organizations from net assets with donor restrictions were $186 and $222 in 2019 and 2018, respectively.

(In thousands)

3. Investments and Assets Whose Use is Limited or Restricted

Short-term investments totaling $23,228 and $30,553 at September 30, 2019 and 2018, respectively, are comprised primarily of cash and cash equivalents. Assets whose use is limited or restricted are carried at fair value and consist of the following at September 30:

	2019	2018
Board designated funds:		
Cash and cash equivalents	$ 7,762	$ 6,651
Fixed income securities	23,592	22,555
Marketable equity and other securities	242,088	248,760
Inflation-protected securities	11,226	19,277
	284,668	297,243
Held by trustee for workers' compensation reserves:		
Fixed income securities	3,140	2,937
Self-insurance escrows and construction funds:		
Cash and cash equivalents	10,568	10,912
Fixed income securities	14,816	33,593
Marketable equity securities	9,617	8,536
	35,001	53,041
Donor-restricted funds and restricted grants:		
Cash and cash equivalents	5,930	5,459
Fixed income securities	1,771	1,832
Marketable equity securities	19,865	20,200
Inflation-protected securities	921	1,565
Trust funds administered by others	10,903	11,051
Other	266	324
	39,656	40,431
	$362,465	$393,652

Included in marketable equity and other securities above are $175,251 and $172,826 at September 30, 2019 and 2018, respectively, in so called alternative investments and collective trust funds. See also Note 14.

(In thousands)

3. **Investments and Assets Whose Use is Limited or Restricted (Continued)**

Investment income, net realized gains and losses and net unrealized gains and losses on assets whose use is limited or restricted, cash and cash equivalents, and other investments are as follows at September 30:

	2019	2018
Net assets without donor restrictions:		
Interest and dividends	$ 5,606	$ 4,344
Investment income from trust funds administered by others	530	541
Net realized (losses) gains on sales of investments	(9,863)	9,996
	(3,727)	14,881
Net assets with donor restrictions:		
Interest and dividends	349	323
Net realized (losses) gains on sales of investments	(779)	755
	(430)	1,078
	$ (4,157)	$ 15,959
Net unrealized gains on investments:		
Net assets without donor restrictions	$ 4,979	$ 1,805
Net assets with donor restrictions	180	206
	$ 5,159	$ 2,011

In compliance with the System's spending policy, portions of investment income and related fees are recognized in other operating revenue on the accompanying consolidated statements of operations. Investment income reflected in other operating revenue was $1,710 and $1,779 in 2019 and 2018, respectively.

Investment management fees expensed and reflected in nonoperating income were $863 and $917 for the years ended September 30, 2019 and 2018, respectively.

(In thousands)

3. Investments and Assets Whose Use is Limited or Restricted (Continued)

The following summarizes the Hospital's gross unrealized losses and fair values, aggregated by investment category and length of time that individual securities have been in a continuous unrealized loss position at September 30, 2019 and 2018:

	Less Than 12 Months		12 Months or Longer		Total	
	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
2019						
Marketable equity securities	$ 1,173	$ (432)	$13,650	$ (1,029)	$14,823	$ (1,461)
Fund-of-funds	10,322	(747)	–	–	10,322	(747)
Collective trust funds	13,226	(490)	30,814	(2,497)	44,040	(2,987)
	$24,721	$(1,669)	$44,464	$ (3,526)	$69,185	$ (5,195)
2018						
Marketable equity securities	$ 1,743	$ (234)	$46,828	$ (9,261)	$48,571	$ (9,495)
Fund-of-funds	10,300	(446)	–	–	10,300	(446)
Collective trust funds	16,894	(471)	14,062	(897)	30,956	(1,368)
	$28,937	$(1,151)	$60,890	$(10,158)	$89,827	$(11,309)

In evaluating whether investments have suffered an other-than-temporary decline, based on input from outside investment advisors, management evaluated the amount of the decline compared to cost, the length of time and extent to which fair value has been less than cost, the underlying creditworthiness of the issuer, the fair values exhibited during the year, estimated future fair values and the System's intent and ability to hold the security until a recovery in fair value or maturity. Based on evaluations of the underlying issuers' financial condition, current trends and economic conditions, management believes there are no securities that have suffered an other-than-temporary decline in value at September 30, 2019 and 2018.

4. Defined Benefit Pension Plan

The System has a noncontributory defined benefit pension plan (the Plan), covering all eligible employees of the System and subsidiaries. The Plan provides benefits based on an employee's years of service, age and the employee's compensation over those years. The System's funding policy is to contribute annually the amount needed to meet or exceed actuarially determined minimum funding requirements of the *Employee Retirement Income Security Act of 1974* (ERISA).

The System accounts for its defined benefit pension plan under ASC 715, *Compensation Retirement Benefits*. This Statement requires entities to recognize an asset or liability for the overfunded or underfunded status of their benefit plans in their financial statements.

(In thousands)

4. Defined Benefit Pension Plan (Continued)

The following table summarizes the Plan's funded status at September 30, 2019 and 2018:

	2019	2018
Funded status:		
Fair value of plan assets	$ 251,574	$ 235,752
Projected benefit obligation	(304,836)	(267,072)
	$ (53,262)	$ (31,320)
Activities for the year consist of:		
Benefit payments and administrative expenses paid	$ 26,475	$ 26,584
Net periodic benefit cost	12,958	11,582

The table below presents details about the System's defined benefit pension plan, including its funded status, components of net periodic benefit cost, and certain assumptions used in determining the funded status and cost:

	2019	2018
Change in benefit obligation:		
Projected benefit obligation at beginning of year	$267,072	$277,075
Service cost	10,332	8,702
Interest cost	12,096	11,991
Actuarial loss (gain)	40,111	(5,612)
Benefit payments and administrative expenses paid	(26,475)	(26,584)
Other adjustments to benefit cost	1,700	1,500
Projected benefit obligation at end of year	$304,836	$267,072
Change in plan assets:		
Fair value of plan assets at beginning of year	$235,752	$233,739
Actual return on plan assets	1,297	12,597
Employer contributions	41,000	16,000
Benefit payments and administrative expenses	(26,475)	(26,584)
Fair value of plan assets at end of year	$251,574	$235,752
Funded status and amount recognized in noncurrent liabilities at September 30	$(53,262)	$(31,320)

(In thousands)

4. Defined Benefit Pension Plan (Continued)

Amounts recognized as a change in net assets without donor restrictions during the years ended September 30, 2019 and 2018 consist of:

	2019	2018
Net actuarial loss	$56,890	$ 121
Net amortized loss	(7,153)	(7,996)
Prior service credit amortization	247	276
Total amount recognized	$49,984	$(7,599)

Pension Plan Assets

The fair values of the System's pension plan assets as of September 30, 2019 and 2018, by asset category are as follows (see Note 14 for level definitions). In accordance with ASU 2015-07, certain investments that are measured using the net value per share practical expedient have not been classified in the fair value hierarchy.

	2019 Level 1	2018 Level 1
Short-term investments:		
Money market funds	$ 5,111	$ 31,447
Equity securities:		
Common stocks	9,356	10,188
Mutual funds – international	9,835	7,923
Mutual funds – domestic	64,805	49,090
Mutual funds – natural resources	–	4,478
Mutual funds – inflation hedge	8,919	8,325
Fixed income securities:		
Mutual funds – REIT	986	890
Mutual funds – fixed income	22,944	15,522
	121,956	127,863
Funds measured at net asset value:		
Equity securities:		
Funds-of-funds	77,700	71,202
Collective trust funds:		
Equities	42,325	27,427
Fixed income	9,593	9,260
	129,618	107,889
Total investments at fair value	$251,574	$235,752

(In thousands)

4. **Defined Benefit Pension Plan (Continued)**

The target allocation for the System's pension plan assets as of September 30, 2019 and 2018, by asset category are as follows:

	2019		2018	
	Target Allocation	Percentage of Plan Assets	Target Allocation	Percentage of Plan Assets
Short-term investments	0-20%	2%	0-20%	13%
Equity securities	40-80%	68	40-80%	64
Fixed income securities	5-80%	13	5-80%	7
Other	0-30%	17	0-30%	16

The funds-of-funds are invested with ten investment managers and have various restrictions on redemptions. One manager holding amounts totaling approximately $13 million at September 30, 2019 allows for semi-monthly redemptions, with 5 days' notice. One manager holding approximately $7 million at September 30, 2019 allows for monthly redemptions, with 15 days' notice. Five managers holding amounts totaling approximately $43 million at September 30, 2019 allow for quarterly redemptions, with notices ranging from 45 to 65 days. Two of the managers holding amounts of approximately $8 million at September 30, 2019 allow for annual redemptions, with notice ranging from 60 to 90 days. One of the managers holding amounts of approximately $6 million at September 30, 2019 allows for redemptions on a semi-annual basis, with a notice of 60 days. The redemption is further limited to 25% of the investment balance at each redemption period. The collective trust funds allow for daily or monthly redemptions, with notices ranging from 6 to 10 days. Certain funds also may include a fee estimated to be equal to the cost the fund incurs in converting investments to cash (ranging from 0.5% to 1.5%) or are subject to certain lock periods.

The System considers various factors in estimating the expected long-term rate of return on plan assets. Among the factors considered include the historical long-term returns on plan assets, the current and expected allocation of plan assets, input from the System's actuaries and investment consultants, and long-term inflation assumptions. The System's expected allocation of plan assets is based on a diversified portfolio consisting of domestic and international equity securities, fixed income securities, and real estate.

The System's investment policy for its pension plan is to balance risk and returns using a diversified portfolio consisting primarily of high quality equity and fixed income securities. To accomplish this goal, plan assets are actively managed by outside investment managers with the objective of optimizing long-term return while maintaining a high standard of portfolio quality and proper diversification. The System monitors the maturities of fixed income securities so that there is sufficient liquidity to meet current benefit payment obligations. The System's Investment Committee provides oversight of the plan investments and the performance of the investment managers.

(In thousands)

4. **Defined Benefit Pension Plan (Continued)**

Amounts included in expense during fiscal 2019 and 2018 consist of:

	2019	2018
Components of net periodic benefit cost:		
Service cost	$ 10,332	$ 8,702
Interest cost	12,096	11,991
Expected return on plan assets	(18,076)	(18,331)
Amortization of prior service credit and loss	6,906	7,720
Other adjustments to benefits cost	1,700	1,500
Net periodic benefit cost	$ 12,958	$ 11,582

The accumulated benefit obligations for the plan at September 30, 2019 and 2018 were $288,126 and $251,736, respectively.

	2019	2018
Weighted average assumptions to determine benefit obligation:		
Discount rate	3.59%	4.63%
Rate of compensation increase	2.50% for the next three years; 3.00% thereafter	3.00
Weighted average assumptions to determine net periodic benefit cost:		
Discount rate	4.63%	4.29%
Expected return on plan assets	7.75	7.75
Cash balance credit rate	5.00	5.00
Rate of compensation increase	3.00	3.00

In selecting the long-term rate of return on plan assets, the System considered the average rate of earnings expected on the funds invested or to be invested to provide for the benefits of the plan. This included considering the plan's asset allocation and the expected returns likely to be earned over the life of the plan, as well as the historical returns on the types of assets held and the current economic environment.

The loss and prior service credit amount expected to be recognized in net periodic benefit cost in 2020 are as follows:

Actuarial loss	$11,420
Prior service credit	(243)
	$11,177

The System funds the pension plan and no contributions are made by employees. The System funds the plan annually by making a contribution of at least the minimum amount required by applicable regulations and as recommended by the System's actuary. However, the System may also fund the plan in excess of the minimum required amount.

(In thousands)

4. Defined Benefit Pension Plan (Continued)

Cash contributions in subsequent years will depend on a number of factors including performance of plan assets. However, the System expects to fund $16,000 in cash contributions to the plan for the 2020 plan year.

Benefit payments, which reflect expected future service, as appropriate, are expected to be paid as follows:

Year Ended September 30	Pension Benefits
2020	$ 15,820
2021	16,452
2022	17,476
2023	18,590
2024	19,221
2025 – 2029	105,566

Effective September 26, 2018, the Plan entered into a group annuity contract with Pacific Life Insurance Company. The contract was purchased for certain retirees of the Plan. A total of 354 participants were entitled to receive benefits purchased under the contract. Annuity payments for participants commenced on January 1, 2019 and Pacific Life Insurance Company will assume the risk for participants entitled to receive benefits purchased under this contract. The Plan paid premiums totaling $9,135 and $9,241 in September 2018 and October 2018, respectively, relating to the purchase of the contract.

5. Estimated Third-Party Payor Settlements

The System has agreements with third-party payors that provide for payments to the System at amounts different from its established rates. A summary of the payment arrangements with major third-party payors follows:

Medicare

Inpatient and outpatient services rendered to Medicare program beneficiaries are primarily paid at prospectively determined rates. These rates vary according to a patient classification system that is based on clinical diagnosis and other factors. In addition to this, the System is also reimbursed for medical education and other items which require cost settlement and retrospective review by the fiscal intermediary. Accordingly, the System files an annual cost report with the Medicare program after the completion of each fiscal year to report activity applicable to the Medicare program and to determine any final settlements.

The physician practices are reimbursed on a fee schedule basis.

5. Estimated Third-Party Payor Settlements (Continued)

Medicaid Enhancement Tax and Disproportionate Share Payment

Under the State of New Hampshire's (the State) tax code, the State imposes a Medicaid Enhancement Tax (MET) equal to 5.40% of net patient service revenues in State fiscal years 2019 and 2018. The amount of tax incurred by the System for 2019 and 2018 was $22,442 and $20,975, respectively.

In the fall of 2010, in order to remain in compliance with stated federal regulations, the State of New Hampshire adopted a new approach related to Medicaid disproportionate share funding (DSH) retroactive to July 1, 2010. Unlike the former funding method, the State's approach led to a payment that was not directly based on, and did not equate to, the level of tax imposed. As a result, the legislation created some level of losses at certain New Hampshire hospitals, while other hospitals realized gains. DSH payments from the State are recorded within revenue without donor restrictions and other support and amounted to $19,215 in 2019 and $14,327 in 2018, net of reserves referenced below.

The Centers for Medicare and Medicaid Services (CMS) has completed audits of the State's program and the disproportionate share payments made by the State from 2011 to 2014, the first years that those payments reflected the amount of uncompensated care provided by New Hampshire hospitals. It is possible that subsequent years will also be audited by CMS. The System has recorded reserves to address its potential exposure based on the audit results to date or any future redistributions.

Medicaid

Inpatient services rendered to Medicaid program beneficiaries are paid at prospectively determined rates per discharge. Outpatient services rendered to Medicaid program beneficiaries are reimbursed under fee schedules and cost reimbursement methodologies subject to various limitations or discounts. The Hospital is reimbursed at a tentative rate with final settlement determined after submission of annual cost reports by the Hospital and audits thereof by the Medicaid program.

The physician practices are reimbursed on a fee schedule basis.

Other

The System has also entered into payment agreements with certain commercial insurance carriers and health maintenance organizations. The basis for payment to the System under these agreements includes prospectively determined rates per discharge, discounts from established charges, fee schedules, and prospectively determined rates.

The accrual for estimated third-party payor settlements reflected on the accompanying consolidated balance sheets represents the estimated net amounts to be paid under reimbursement contracts with the Centers for Medicare and Medicaid Services (Medicare), the New Hampshire Department of Welfare (Medicaid) and any commercial payors with settlement provision. Settlements for the Hospital have been finalized through 2015 for Medicare and Medicaid.

(In thousands)

6. Long-Term Debt and Notes Payable

Long-term debt consists of the following at September 30, 2019 and 2018:

	2019	2018
New Hampshire Health and Education Facilities Authority (NHHEFA) Revenue Bonds, Concord Hospital Issue, Series 2017; interest of 5.0% per year and principal payable in annual installments. Installments ranging from $2,010 to $5,965 beginning October 2032, including unamortized original issue premium of $7,215 in 2019 and $7,530 in 2018	$ 61,425	$ 61,740
3.38% to 5.0% NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2013A; due in annual installments, including principal and interest ranging from $1,543 to $3,555 through 2043, including unamortized original issue premium of $2,824 in 2019 and $2,945 in 2018	40,469	41,805
1.71% fixed rate NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2013B; due in annual installments, including principal and interest ranging from $1,860 to $2,038 through 2024	9,341	13,079
4.25% to 5.5% NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2011; due in annual installments, including principal and interest ranging from $2,737 to $5,192 through 2026, including unamortized original issue premium of $136 in 2019 and $155 in 2018	18,201	22,325
	129,436	138,949
Less unamortized bond issuance costs	(1,338)	(1,425)
Less current portion	(7,385)	(9,061)
	$120,713	$128,463

In December 2017, $62,004 (including an original issue premium of $7,794) of NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2017, were issued to pay for the construction of a new medical office building. In addition, the Series 2017 Bonds reimbursed the Hospital for capital expenditures incurred in association with the construction of a parking garage and the construction of a medical office building, as well as routine capital expenditures.

In February 2013, $48,631 (including an original issue premium of $3,631) of NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2013A, were issued to assist in the funding of a significant facility improvement project and to advance refund the Series 2001 NHHEFA Hospital Revenue Bonds. The facility improvement project included enhancements to the System's power plant, renovation of certain nursing units, expansion of the parking capacity at the main campus and various other routine capital expenditures and miscellaneous construction, renovation and improvements of the System's facilities.

In March 2011, $49,795 of NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2011, were issued to assist in the funding of a significant facility improvement project and pay off the Series 1996 Revenue Bonds. The project included expansion and renovation of various Hospital departments, infrastructure upgrades, and acquisition of capital equipment.

(In thousands)

6. Long-Term Debt and Notes Payable (Continued)

Substantially all the property and equipment relating to the aforementioned construction and renovation projects, as well as subsequent property and equipment additions thereto, and a mortgage lien on the facility, are pledged as collateral for the Series 2011, 2013A and B and 2017 Revenue Bonds. In addition, the gross receipts of the Hospital are pledged as collateral for the Series 2011, 2013A and B and 2017 Revenue Bonds. The most restrictive financial covenants require a 1.10 to 1.0 ratio of aggregate income available for debt service to total annual debt service and a day's cash on hand ratio of 75 days. The Hospital was in compliance with its debt covenants at September 30, 2019 and 2018.

The obligations of the Hospital under the Series 2017, Series 2013A and B and Series 2011 Revenue Bond Indentures are not guaranteed by any of the subsidiaries or affiliated entities.

Interest paid on long-term debt amounted to $6,350 (including capitalized interest of $652) and $5,530 (including capitalized interest of $167) for the years ended September 30, 2019 and 2018, respectively.

The aggregate principal payments on long-term debt for the next five fiscal years ending September 30 and thereafter are as follows:

2020	$ 7,385
2021	5,186
2022	5,340
2023	5,485
2024	5,645
Thereafter	90,220
	$119,261

7. Commitments and Contingencies

Malpractice Loss Contingencies

Effective February 1, 2011, the System insures its medical malpractice risks through a multiprovider captive insurance company under a claims-made insurance policy. Premiums paid are based upon actuarially determined amounts to adequately fund for expected losses. At September 30, 2019, there were no known malpractice claims outstanding for the System, which, in the opinion of management will be settled for amounts in excess of insurance coverage, nor were there any unasserted claims or incidents which require loss accruals. The System has established reserves for unpaid claim amounts for Hospital and Physician Professional Liability and General Liability reported claims and for unreported claims for incidents that have been incurred but not reported. The amounts of the reserves total $3,834 and $3,341 at September 30, 2019 and 2018, respectively and are reflected in the accompanying consolidated balance sheets within accrued pension and other long-term liabilities. The possibility exists, as a normal risk of doing business, that malpractice claims in excess of insurance coverage may be asserted against the System.

7. **Commitments and Contingencies (Continued)**

The captive retains and funds up to actuarial expected loss amounts, and obtains reinsurance at various attachment points for individual and aggregate claims in excess of funding in accordance with industry practices. At September 30, 2019, the System's interest in the captive represents approximately 80% of the captive. The System accounts for its investments in the captive under the equity method since control of the captive is shared equally between the participating hospitals. The System has recorded its interest in the captive's equity, totaling approximately $7,270 and $6,363 at September 30, 2019 and 2018, respectively, in other noncurrent assets on the accompanying consolidated balance sheets. Changes in the System's interest are included in nonoperating income on the accompanying consolidated statements of operations

In accordance with ASU No. 2010-24, "*Health Care Entities*" (Topic 954): *Presentation of Insurance Claims and Related Insurance Recoveries*, at September 30, 2019 and 2018, the Hospital recorded a liability of approximately $4,100 and $1,000, respectively, related to estimated professional liability losses. At September 30, 2019 and 2018, the Hospital also recorded a receivable of $4,100 and $1,000, respectively, related to estimated recoveries under insurance coverage for recoveries of the potential losses. These amounts are included in accrued pension and other long-term liabilities and other assets, respectively, on the consolidated balance sheets.

Workers' Compensation

The Hospital maintains workers' compensation insurance under a self-insurance plan. The plan offers, among other provisions, certain specific and aggregate stop-loss coverage to protect the Hospital against excessive losses. The Hospital has employed independent actuaries to estimate the ultimate costs, if any, of the settlement of such claims. Accrued workers' compensation losses of $2,797 and $2,523 at September 30, 2019 and 2018, respectively, are recorded within accounts payable and accrued expenses on the accompanying consolidated balance sheets and have been discounted at 3% (both years) and, in management's opinion, provide an adequate reserve for loss contingencies. A trustee held fund has been established as a reserve under the plan. Assets held in trust totaled $3,140 and $2,937 at September 30, 2019 and 2018, respectively, and is included in assets whose use is limited or restricted in the accompanying consolidated balance sheets.

Litigation

The System is involved in litigation and regulatory investigations arising in the ordinary course of business. After consultation with legal counsel, management estimates that these matters will be resolved without material adverse effect on the System's financial position, results of operations or cash flows.

Health Insurance

The System has a self-funded health insurance plan. The plan is administered by an insurance company which assists in determining the current funding requirements of participants under the terms of the plan and the liability for claims and assessments that would be payable at any given point in time. The System recognizes revenue for services provided to employees of the System during the year. The System is insured above a stop-loss amount of $440 on individual claims. Estimated unpaid claims, and those claims incurred but not reported at September 30, 2019 and 2018, have been recorded as a liability of $4,391 and $6,724, respectively, and are reflected in the accompanying consolidated balance sheets within accounts payable and accrued expenses.

(In thousands)

7. Commitments and Contingencies (Continued)

Operating Leases

The System has various operating leases relative to its office and offsite locations. Future annual minimum lease payments under noncancellable lease agreements as of September 30, 2019 are as follows:

Year Ending September 30:	
2020	$ 6,833
2021	6,278
2022	5,842
2023	5,673
2024	4,796
Thereafter	13,142
	$42,564

Rent expense was $7,392 and $6,616 for the years ended September 30, 2019 and 2018, respectively.

8. Net Assets With Donor Restrictions

Net assets with donor restrictions are available for the following purposes at September 30:

	2019	2018
Purpose restriction:		
Health education and program services	$14,734	$15,481
Capital acquisitions	1,764	1,646
Indigent care	133	239
Pledges receivable with stipulated purpose and/or time restrictions	223	214
	16,854	17,580
Perpetual in nature:		
Health education and program services	18,319	17,759
Capital acquisitions	803	803
Indigent care	1,811	1,810
Annuities to be held in perpetuity	275	275
	21,208	20,647
Total net assets with donor restrictions	$38,062	$38,227

(In thousands)

9. Patient Service and Other Revenue

Net patient service revenue for the years ended September 30 is as follows:

	2019	2018
Gross patient service charges:		
Inpatient services	$ 570,029	$ 538,592
Outpatient services	687,370	641,817
Physician services	215,885	177,347
Less charitable services	(12,773)	(12,021)
	1,460,511	1,345,735
Less contractual allowances and discounts:		
Medicare	(543,569)	(487,941)
Medicaid	(130,615)	(98,632)
Other	(279,051)	(267,214)
	(953,235)	(853,787)
Total Hospital net patient service revenue (net of contractual allowances and discounts)	507,276	491,948
Other entities	2,822	699
	$ 510,098	$ 492,647

An estimated breakdown of patient service revenue, net of contractual allowances, discounts and provision for doubtful accounts recognized in 2019 and 2018 from these major payor sources, is as follows for the Hospital. The provision for doubtful accounts for subsidiaries of the Hospital was not significant in 2019 and 2018.

	Hospital			
	Gross Patient Service Revenues	Contractual Allowances and Discounts	Provision for Doubtful Accounts	Net Patient Service Revenues Less Provision for Doubtful Accounts
2019				
Private payors (includes coinsurance and deductibles)	$ 563,410	$(261,239)	$(13,850)	$288,321
Medicaid	152,217	(130,615)	–	21,602
Medicare	714,262	(543,569)	(3,956)	166,737
Self-pay	30,622	(17,812)	(5,934)	6,876
	$1,460,511	$(953,235)	$(23,740)	$483,536

(In thousands)

9. Patient Service and Other Revenue (Continued)

	Hospital			
	Gross Patient Service Revenues	Contractual Allowances and Discounts	Provision for Doubtful Accounts	Net Patient Service Revenues Less Provision for Doubtful Accounts
2018				
Private payors (includes coinsurance and deductibles)	$ 527,965	$(236,785)	$(17,106)	$274,074
Medicaid	134,761	(112,341)	–	22,420
Medicare	654,270	(487,941)	(4,887)	161,442
Self-pay	28,739	(16,720)	(7,329)	4,690
	$1,345,735	$(853,787)	$(29,322)	$462,626

10. Functional Expenses

The System provides general health care services to residents within its geographic location. Expenses related to providing these services are as follows for the year ended September 30, 2019:

	Health Services	General and Administrative	Fund-raising	Total
Salaries and wages	$208,279	$41,607	$ 473	$250,359
Employee benefits	51,485	10,285	117	61,887
Supplies and other	91,029	14,912	154	106,095
Purchased services	24,362	8,369	134	32,865
Professional fees	7,675	6	–	7,681
Depreciation and amortization	17,459	8,415	276	26,150
Medicaid enhancement tax	22,442	–	–	22,442
Interest	3,173	1,506	50	4,729
	$425,904	$85,100	$1,204	$512,208

For the year ended September 30, 2018, excluding Medicaid enhancement tax, depreciation and amortization expense and interest expense, the System provided $356,348, $76,788 and $946 in health services expense, general and administrative expenses and fundraising expenses, respectively.

(In thousands)

10. Functional Expenses (Continued)

The consolidated financial statements report certain expense categories that are attributable to more than one healthcare service or support function. Therefore, these expenses require an allocation on a reasonable basis that is consistently applied. Costs not directly attributable to a function, such as depreciation and interest, are allocated to a function based on square footage. Supporting activities that are not directly identifiable with one or more healthcare programs are classified as general and administrative. If it is impossible or impractical to make a direct identification, allocation of the expenses were made according to management's estimates. Employee benefits are allocated in accordance with the ratio of salaries and wages of the functional classes. Specifically identifiable costs are assigned to the function which they are identified to.

11. Charity Care and Community Benefits (Unaudited)

The Hospital maintains records to identify and monitor the level of charity care it provides. The Hospital provides traditional charity care, as well as other forms of community benefits. The estimated cost of all such benefits provided is as follows for the years ended September 30:

	2019	2018
Government sponsored healthcare	$29,683	$24,645
Community health services	2,190	2,131
Health professions education	2,874	3,596
Subsidized health services	42,431	40,595
Research	84	91
Financial contributions	552	605
Community building activities	40	8
Community benefit operations	70	58
Charity care costs (see Note 1)	4,696	4,528
	$82,620	$76,257

In addition, the Hospital incurred estimated costs for services to Medicare patients in excess of the payment from this program of $68,494 and $60,867 in 2019 and 2018, respectively.

(In thousands)

12. Concentration of Credit Risk

The Hospital grants credit without collateral to its patients, most of whom are local residents of southern New Hampshire and are insured under third-party payor agreements. The mix of gross receivables from patients and third-party payors as of September 30 is as follows:

	2019	2018
Patients	12%	9%
Medicare	32	36
Anthem Blue Cross	14	16
Cigna	3	3
Medicaid	11	10
Commercial	25	23
Workers' compensation	3	3
	100%	100%

13. Volunteer Services (Unaudited)

Total volunteer service hours received by the Hospital were approximately 24,200 in 2019 and 13,300 in 2018. The volunteers provide various nonspecialized services to the Hospital, none of which has been recognized as revenue or expense in the accompanying consolidated statements of operations.

14. Fair Value Measurements

Fair value of a financial instrument is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In determining fair value, the System uses various methods including market, income and cost approaches. Based on these approaches, the System often utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and or the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated, or generally unobservable inputs. The System utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. Based on the observability of the inputs used in the valuation techniques, the System is required to provide the following information according to the fair value hierarchy. The fair value hierarchy ranks the quality and reliability of the information used to determine fair values. Financial assets and liabilities carried at fair value will be classified and disclosed in one of the following three categories:

Level 1 – Valuations for assets and liabilities traded in active exchange markets, such as the New York Stock Exchange. Level 1 also includes U.S. Treasury and federal agency securities and federal agency mortgage-backed securities, which are traded by dealers or brokers in active markets. Valuations are obtained from readily available pricing sources for market transactions involving identical assets or liabilities.

(In thousands)

14. Fair Value Measurements (Continued)

Level 2 – Valuations for assets and liabilities traded in less active dealer or broker markets. Valuations are obtained from third party pricing services for identical or similar assets or liabilities.

Level 3 – Valuations for assets and liabilities that are derived from other valuation methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining the fair value assigned to such assets or liabilities.

In determining the appropriate levels, the System performs a detailed analysis of the assets and liabilities. There have been no changes in the methodologies used at September 30, 2019 and 2018. In accordance with ASU 2015-07, certain investments that are measured using the net value per share practical expedient have not been classified in the fair value hierarchy.

The following presents the balances of assets measured at fair value on a recurring basis at September 30:

	Level 1	Level 2	Level 3	Total
2019				
Cash and cash equivalents	$ 47,488	$ –	$ –	$ 47,488
Fixed income securities	41,310	–	–	41,310
Marketable equity and other securities	96,319	–	–	96,319
Inflation-protected securities and other	12,413	–	–	12,413
Trust funds administered by others	–	–	10,903	10,903
	$197,530	$ –	$10,903	208,433
Funds measured at net asset value:				
Marketable equity and other securities				175,251
				$383,684
2018				
Cash and cash equivalents	$ 53,575	$ –	$ –	$ 53,575
Fixed income securities	60,917	–	–	60,917
Marketable equity and other securities	104,670	–	–	104,670
Inflation-protected securities and other	21,166	–	–	21,166
Trust funds administered by others	–	–	11,051	11,051
	$240,328	$ –	$11,051	251,379
Funds measured at net asset value:				
Marketable equity and other securities				172,826
				$424,205

(In thousands)

14. Fair Value Measurements (Continued)

In addition, in 2019, there are certain investments totaling $2,009 which are appropriately being carried at cost.

The System's Level 3 investments consist of funds administered by others. The fair value measurement is based on significant unobservable inputs.

Investments, in general, are exposed to various risks, such as interest rate, credit and overall market volatility. As such, it is reasonably possible that changes in the fair value of investments will occur in the near term and that such changes could materially affect the amounts reported in the accompanying consolidated balance sheets and statements of operations.

A reconciliation of the fair value measurements using significant unobservable inputs (Level 3) is as follows for 2019 and 2018:

	Trust Funds Administered by Others
Balance at September 30, 2017	$11,002
Net realized and unrealized gains	49
Balance at September 30, 2018	11,051
Net realized and unrealized losses	(148)
Balance at September 30, 2019	$10,903

The table below sets forth additional disclosures for investment funds (other than mutual funds) valued based on net asset value to further understand the nature and risk of the investments by category:

	Fair Value	Unfunded Commit-ments	Redemption Frequency	Redemption Notice Period
September 30, 2019:				
Funds-of-funds	$15,855	$ –	Semi-monthly	5 days
Funds-of-funds	10,123	–	Monthly	15 days
Funds-of-funds	57,755	–	Quarterly	45 – 65 days
Funds-of-funds	14,807	–	Annual	60 - 90 days
Funds-of-funds	8,912	–	Semi-annual	60 days*
Funds-of-funds	4,979	15,283	Illiquid	N/A
Collective trust funds	14,569	–	Daily	10 days
Collective trust funds	48,251	–	Monthly	6 – 10 days

(In thousands)

14. Fair Value Measurements (Continued)

	Fair Value	Unfunded Commitments	Redemption Frequency	Redemption Notice Period
September 30, 2018:				
Funds-of-funds	$15,060	$ –	Semi-monthly	5 days
Funds-of-funds	10,300	–	Monthly	15 days
Funds-of-funds	52,984	–	Quarterly	45 – 65 days
Funds-of-funds	19,348	–	Annual	60 - 90 days
Funds-of-funds	8,342	–	Semi-annual	60 days*
Funds-of-funds	2,033	4,412	Illiquid	N/A
Collective trust funds	14,062	–	Daily	10 days
Collective trust funds	50,697	–	Monthly	6 – 10 days

* Limited to 25% of the investment balance at each redemption.

Investment Strategies

Fixed Income Securities

The primary purpose of fixed income investments is to provide a highly predictable and dependable source of income, preserve capital, and reduce the volatility of the total portfolio and hedge against the risk of deflation or protracted economic contraction.

Marketable Equity and Other Securities

The primary purpose of marketable equity investments is to provide appreciation of principal and growth of income with the recognition that this requires the assumption of greater market volatility and risk of loss. The total marketable equity portion of the portfolio will be broadly diversified according to economic sector, industry, number of holdings and other characteristics including style and capitalization. The System may employ multiple equity investment managers, each of whom may have distinct investment styles. Accordingly, while each manager's portfolio may not be fully diversified, it is expected that the combined equity portfolio will be broadly diversified.

The System invests in other securities that are considered alternative investments that consist of limited partnership interests in investment funds, which, in turn, invest in diversified portfolios predominantly comprised of equity and fixed income securities, as well as options, futures contracts, and some other less liquid investments. Management has approved procedures pursuant to the methods in which the System values these investments at fair value, which ordinarily will be the amount equal to the pro-rata interest in the net assets of the limited partnership, as such value is supplied by, or on behalf of, each investment from time to time, usually monthly and/or quarterly by the investment manager. Collective trust funds are generally valued based on the proportionate share of total fund net assets.

(In thousands)

14. Fair Value Measurements (Continued)

System management is responsible for the fair value measurements of investments reported in the consolidated financial statements. Such amounts are generally determined using audited financial statements of the funds and/or recently settled transactions and is estimated using the net asset value per share of the fund. Because of inherent uncertainty of valuation of certain alternative investments, the estimate of the fund manager or general partner may differ from actual values, and differences could be significant. Management believes that reported fair values of its alternative investments at the balance sheet dates are reasonable.

The Hospital has committed to invest up to $19,683 with various investment managers, and had funded $4,400 of that commitment as of September 30, 2019. As these investments are made, the Hospital reallocates resources from its current investments resulting in an asset allocation shift within the investment pool.

Inflation-Protected Securities

The primary purpose of inflation-protected securities is to provide protection against the negative effects of inflation.

Fair Value of Other Financial Instruments

Other financial instruments consist of accounts and pledges receivable, accounts payable and accrued expenses, estimated third-party payor settlements, and long-term debt and notes payable. The fair value of all financial instruments other than long-term debt and notes payable approximates their relative book values as these financial instruments have short-term maturities or are recorded at amounts that approximate fair value. The fair value of the System's long-term debt and notes payable is estimated using discounted cash flow analyses, based on the System's current incremental borrowing rates for similar types of borrowing arrangements. The carrying value and fair value of the System's long-term debt and notes payable amounted to $129,436 and $148,672, respectively, at September 30, 2019, and $138,949 and $155,435, respectively, at September 30, 2018.

15. Financial Assets and Liquidity Resources

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses, scheduled principal payments on debt, and capital construction costs, consisted of the following at September 30, 2019:

Cash and cash equivalents	$ 6,404
Short-term investments	23,228
Accounts receivable	68,614
Funds held by trustee for workers' compensation reserves, self-insurance escrows and construction costs	38,141
	$136,387

15. Financial Assets and Liquidity Resources (Continued)

To manage liquidity, the System maintains sufficient cash and cash equivalent balances to support daily operations throughout the year. Cash and cash equivalents and short-term investments include bank deposits, money market funds, and other similar vehicles that generate a return on cash and provide daily liquidity to the System. In addition, the System has board-designated assets without donor restrictions that can be utilized at the discretion of management to help fund both operational needs and/or capital projects. As of September 30, 2019, the balance of liquid investments in board-designated assets was $276,690.

Baker Newman & Noyes LLC
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INDEPENDENT AUDITORS' REPORT ON ADDITIONAL INFORMATION

The Board of Trustees
Concord Hospital, Inc.

We have audited the consolidated financial statements of Concord Hospital, Inc. and Subsidiaries (the System) as of and for the years ended September 30, 2019 and 2018, and have issued our report thereon, which contains an unmodified opinion on those consolidated financial statements. See page 1. Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The 2019 consolidating information and 2018 summarized comparative information is presented for purposes of additional analysis rather than to present the financial position, results of operations and cash flows of the individual entities and is not a required part of the consolidated 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 consolidated financial statements. The consolidating information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Baker Newman & Noyes LLC

Manchester, New Hampshire
December 10, 2019

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATING BALANCE SHEET
(With Consolidated Totals for September 30, 2018)

September 30, 2019

ASSETS
(In thousands)

	2019						
	Concord Hospital (Obligated Group)	Capital Region Health Care Development Corporation	Capital Region Health Ventures-Corporation	NH Cares ACO	Elimi-nations	Consol-idated	2018 Consol-idated
Current assets:							
Cash and cash equivalents	$ 6,385	$ –	$ 19	$ –	$ –	$ 6,404	$ 4,691
Short-term investments	23,228	–	–	–	–	23,228	30,553
Accounts receivable, net	68,277	–	325	12	–	68,614	70,261
Due from affiliates	630	6,877	(43)	20	(6,992)	492	659
Supplies	2,296	–	100	–	–	2,396	2,079
Prepaid expenses and other current assets	6,379	227	56	–	–	6,662	5,262
Total current assets	107,195	7,104	457	32	(6,992)	107,796	113,505
Assets whose use is limited or restricted:							
Board designated	284,668	–	–	–	–	284,668	297,243
Funds held by trustee for workers' compensation reserves, self-insurance escrows and construction funds	38,141	–	–	–	–	38,141	55,978
Donor-restricted funds and restricted grants	39,656	–	–	–	–	39,656	40,431
Total assets whose use is limited or restricted	362,465	–	–	–	–	362,465	393,652
Other noncurrent assets:							
Due from affiliates, net of current portion	14,341	–	–	–	(13,633)	708	768
Other assets	16,562	–	1,778	–	–	18,340	13,344
Total other noncurrent assets	30,903	–	1,778	–	(13,633)	19,048	14,112
Property and equipment:							
Land and land improvements	6,059	279	–	–	–	6,338	6,942
Buildings	158,682	35,519	100	–	–	194,301	195,301
Equipment	239,849	2,698	2,287	–	–	244,834	292,694
Construction in progress	38,734	–	–	–	–	38,734	7,044
	443,324	38,496	2,387	–	–	484,207	501,981
Less accumulated depreciation	(271,934)	(28,534)	(2,051)	–	–	(302,519)	(332,923)
Net property and equipment	171,390	9,962	336	–	–	181,688	169,058
	$ 671,953	$ 17,066	$ 2,571	$ 32	$(20,625)	$ 670,997	$ 690,327

LIABILITIES AND NET ASSETS
(In thousands)

	2019						
	Concord Hospital (Obligated Group)	Capital Region Health Care Development Corporation	Capital Region Health Ventures-Corporation	NH Cares ACO	Elimi-nations	Consol-idated	2018 Consol-idated
Current liabilities:							
Accounts payable and accrued expenses	$ 34,211	$ 24	$ 87	$ 32	$ –	$ 34,354	$ 36,190
Accrued compensation and related expenses	28,174	–	–	–	–	28,174	26,646
Due to affiliates	6,992	–	–	–	(6,992)	–	–
Accrual for estimated third-party payor settlements	34,569	–	–	–	–	34,569	35,378
Current portion of long-term debt	7,385	–	–	–	–	7,385	9,061
Total current liabilities	111,331	24	87	32	(6,992)	104,482	107,275
Long-term debt, net of current portion	120,713	13,633	–	–	(13,633)	120,713	128,463
Accrued pension and other long-term liabilities	74,718	–	–	–	–	74,718	48,302
Total liabilities	306,762	13,657	87	32	(20,625)	299,913	284,040
Net assets:							
Without donor restrictions	327,129	3,409	2,484	–	–	333,022	368,060
With donor restrictions	38,062	–	–	–	–	38,062	38,227
Total net assets	365,191	3,409	2,484	–	–	371,084	406,287
	$ 671,953	$ 17,066	$ 2,571	$ 32	$(20,625)	$ 670,997	$ 690,327

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF OPERATIONS
(With Consolidated Totals for September 30, 2018)

Year Ended September 30, 2019

(In thousands)

	2019						
	Concord Hospital (Obligated Group)	Capital Region Health Care Development Corporation	Capital Region Health Ventures-Corporation	NH Cares ACO	Elimi-nations	Consol-idated	2018 Consol-idated
Revenue and other support without donor restrictions:							
Net patient service revenue, net of contractual allowances and discounts	$ 507,276	$ –	$ 2,822	$ –	$ –	$ 510,098	$ 492,647
Provision for doubtful accounts	(23,740)	–	(86)	–	–	(23,826)	(29,329)
Net patient service revenue less provision for doubtful accounts	483,536	–	2,736	–	–	486,272	463,318
Other revenue	13,108	5,395	7,402	32	(4,050)	21,887	20,496
Disproportionate share revenue	19,215	–	–	–	–	19,215	14,327
Net assets released from restrictions for operations	1,439	–	14	–	–	1,453	2,112
Total revenue and other support without donor restrictions	517,298	5,395	10,152	32	(4,050)	528,827	500,253
Operating expenses:							
Salaries and wages	248,389	–	1,387	–	583	250,359	233,356
Employee benefits	61,275	–	475	–	137	61,887	52,130
Supplies and other	106,240	1,707	1,298	–	(3,150)	106,095	98,713
Purchased services	32,445	780	390	32	(782)	32,865	43,352
Professional fees	7,681	–	–	–	–	7,681	6,531
Depreciation and amortization	24,650	1,280	220	–	–	26,150	27,574
Medicaid enhancement tax	22,442	–	–	–	–	22,442	20,975
Interest expense	4,677	889	1	–	(838)	4,729	4,873
Total operating expenses	507,799	4,656	3,771	32	(4,050)	512,208	487,504
Income from operations	9,499	739	6,381	–	–	16,619	12,749
Nonoperating income:							
Gifts and bequests without donor restrictions	304	–	–	–	–	304	317
Investment (loss) income and other	(4,906)	–	–	–	–	(4,906)	12,878
Net periodic benefits cost, other than service cost	(2,626)	–	–	–	–	(2,626)	(2,880)
Total nonoperating (loss) income	(7,228)	–	–	–	–	(7,228)	10,315
Excess of revenues and nonoperating income over expenses	$ 2,271	$ 739	$ 6,381	$ –	$ –	$ 9,391	$ 23,064

CONCORD HOSPITAL
BOARD OF TRUSTEES
2020

Name	**Mailing Address**
Sol Asmar, Chair	Concord, NH 03301
Philip Emma, Vice Chair	Henniker, NH 03242
William Chapman, Esq. Secretary	Concord, NH 03302-3550
Robert Steigmeyer President and CEO (ex-officio)	Capital Region Health Care Concord Hospital 250 Pleasant Street Concord, NH 03301
Scott W. Sloane Treasurer (Not a Board Member)	Chief Financial Officer Capital Region Health Care Concord Hospital 250 Pleasant Street Concord, NH 03301
Valerie Acres, Esq.	Northwood, NH 03261
Frederick Briccetti, MD	NH Oncology Hematology Concord, NH 03301
Rosemary M. Heard	Concord, NH 03301
Lucy Karl, Esq.	Hopkinton, NH 03229
Peter Noordsij, MD	Concord Orthopaedics, PA Concord, NH 03301
Manisha Patel, DDS	Ctr for Contemporary Dentistry Belmont, NH
David Ruedig	Concord, NH 03301
Muriel Schadee, CPA	Concord, NH 03301
Robert Segal	Concord, NH 03301
David Stevenson, MD	Laconia, NH 03246
Jeffrey Towle	Concord, NH 03301
Tanja Vanderlinde, MD (ex-officio)	CH Medical Staff President Concord, NH 03301

Martha E. Seery

CAREER HISTORY:

2014 – Present	Concord Hospital Concord, NH	Administrative Director NH Dartmouth Family Medicine Residency, Concord Hospital Family Health Center Center for Integrative Medicine

Responsible for maintaining the balance of academic, clinical and managerial operations, ensuring that all staffs are working at optimal levels of performance, performance metrics are understood, monitored, and achieved, budgets are developed and maintained in order to sustain operations in a fiscally viable manner, patient satisfaction levels and employee engagement levels are excellent, and ultimately ensure that the mission, vision, and values are upheld. Practice Management curriculum coordinator.

2007 – 2014	Concord Hospital	Administrative Director NH Dartmouth Family Medicine Residency
2003 - 2007	Concord Hospital	Manager NH Dartmouth Family Medicine Residency
1989 – 2002	Elliot Health System Elliot Hospital Manchester, NH	Director, Demand Management 1992 - 2002 Physician Services Coordinator 1989 - 1992
1988- 1989	Elliot Health Systems Northeast Health Services	Supervisor
1983 – 1987	Computervision Corporation Manchester, NH	Data Coordinator
EDUCATION:	Bachelor of Science Candidate Southern NH University	

SUZANNE WILLIAMS

EXPERIENCE

CONCORD HOSPITAL, Concord, NH

Practice Manager, Family Health Center	2008- Present

CIGNA HEATLHCARE, Hooksett, NH

Employer Services Operations Manager	2001-2008
Member Services Call Center Manager	1998-2000
Member Services Supervisor	1996-1998

HEALTHSOURCE, Concord, NH

Member Services Representative/Team Leader	1991-1996
Welcome Plan Representative	1988-1991

EDUCATION

Franklin Pierce College, Concord, NH, 1988-2000

KAREN M. DECKER-GENDRON, M.A., M.S.N., CAGS, CRC, RN, CNL

NURSING EXPERIENCE:

	Concord Hospital Family Health Center
April 2019 – Present	Clinical Manager
August 2014-April 2019	Clinical Nurse Leader

PROFESSIONAL EXPERIENCE:

	The State of New Hampshire Concord, NH
July 2009-	Division of Vocational Rehabilitation
January 2013	Vocational Rehabilitation Supervisor-Benefits Unit
	Self-Employment Coordinator
	The State of New Hampshire Concord, NH
July 2004-	Division of Vocational Rehabilitation
June 2009	Department of Health and Human Services
	TANF Medical Assessment Project Supervisor
	The State of New Hampshire Concord, NH
November 1996-	Division of Vocational Rehabilitation
July 2004	Rehabilitation Counselor II
	The Mental Health Center of Greater Manchester, Manchester, NH
January 1995-	Reaching for Autonomy Program
November 1996	Clinical Case Manager
August 1993-	The State of New Hampshire, Manchester, NH
January 1995	Division of Vocational Rehabilitation
	Project Network-NH
	Rehabilitation Counselor II; Mental Health Specialist

EDUCATION:

University of New Hampshire, Durham, NH
Master of Science-Direct Entry Master's of Nursing Program
Graduation Date: July, 2014
Assumption College, Worcester, MA
Master of Arts/C.A.G.S. in Rehabilitation Counseling
Graduation Date: May, 1993
Bachelor of Arts in Biology
Bachelor of Arts in Social and Rehabilitation Services
Graduation Date: May, 1991

AFFILIATIONS:

Member National Rehabilitation Association (1993-2012)
Member New Hampshire Rehabilitation Association (1993-2012)
Certified Rehabilitation Counselor (1993-2023)
Member Sigma Theta Tau (Present)
Certified Clinical Nurse Leader (2014-2019)

Beth L. Koester M.D.

PROFESSIONAL EXPERIENCE

Concord Hospital Family Health Center — Concord, NH
Medical Director — October 16, 2017

UMass Memorial Medical Center — Worcester, MA
Chief of Service, Family Medicine Hospitalist Division — 2013- October 2017

Penobscot Bay Medical Center — Rockport, ME
Chair, Hospitalist Department — 2011-2013

Penobscot Bay Medical Center — Rockport, ME
President of the Medical Staff — 2010-2012

Penobscot Bay Medical Center — Rockport, ME
Chair, Department of Family Practice — 2006-2010

Penobscot Bay Medical Center — Rockport, ME
Hospitalist — 2010-2013

Beth L. Koester MD — Camden, ME
Private, solo-practice physician — 2001-2010

St. Mary's Family Health Center — Poland, ME
Employed family physician — 1998-2001

EDUCATION

Carnegie Mellon University, Heinz College — Pittsburgh, PA
Master of Medical Management (MMM) — May 2014

University of Massachusetts Medical School — Worcester, MA
Doctor of Medicine (MD) — June 1995

Massachusetts Institute of Technology — Cambridge, MA
Master of Science (SM), Electrical Engineering and Computer Science — June 1984

University of Lowell — Lowell, MA
Bachelor of Science Summa cum Laude (BS), Electrical Engineering — May 1981

POST DOCTORAL TRAINING

Marquette General Hospital, College of Human Medicine, Michigan State University — Marquette, MI
Family Practice Resident — 1995-1998

BOARD CERTIFICATION

American Board of Family Medicine — Initial certification1998; re-certified 2004, 2014

Danielle M Goulette, BSN, RN, CLC

EDUCATION:
May 2010 — **Saint Joseph's College of Maine,** Standish, ME
Bachelor of Science in Nursing

WORK EXPERIENCE:

Concord Hospital Family Health Center, Concord, NH

March 2014- present — Prenatal Nurse Coordinator responsibilities

August 2013- March 2014 — Clinical Leader responsibilities

October 2011 - present — Clinical responsibilities

Bedford Hills Care and Rehabilitation Center, Bedford, NH

March 2011- July 2015 — Staff Registered Nurse

St. Vincent de Paul Nursing and Rehab Center, Berlin, NH

September 2010- March 2011 — Staff Registered Nurse

LEADERSHIP TRAINING:

Concord Hospital, Concord, NH

November 2013	Your Leadership Journey
January 2014	Coaching for Peak Performance
February 2014	Improving Performance
March 2014	Crucial Conversations; Situational Leadership

CERTIFICATIONS:

2004 – present	Cardiopulmonary Resuscitation (CPR)	American Heart Association
2016- present	Certified Lactation Counselor (CLC)	Academy of Lactation Policy and Practice
2012-2015	Certified Breastfeeding Educator	The Rising Star
2011	Intravenous (IV) Certification	Omnicare of New Hampshire
	Electrocardiogram (EKG) Certification	

Currently 2 years as Breast and Cervical Cancer Program Site Coordinator for Concord Hospital Family Health Centers at both Concord and Hillsboro sites. Coordinates all aspects of the Breast and Cervical Cancer Screening Program at the FHC sites, Concord and Hillsboro. Implements the scope of services required by the NH DHHS BCCP contract including data collection and submission of data. Provides nurse care coordination to patients enrolled in the program.

Education

4/1973 - Diploma of Nursing, Jackson Memorial Hospital School of Nursing.

Experience

4/2016 - Present **Concord Hospital Family Health Center**	**Breast and Cervical Cancer Program Coordinator**
1/1999 - 7/2015 **Concord Hospital Family Health Center**	**Breast and Cervical Cancer Program Coordinator**
10/1996 - 1/1999 **Concord Hospital Family Health Center**	**Clinic Nurse**
7/1993 - 10/1996	**Concord Visiting Nurse Association** **Homecare RN/IV Team**
9/1981 - 7/1993 **Concord Hospital**	**Staff RN - Float Pool** **IV Team**

Kiersten Scarponi, MA

Education

May 1997
Plymouth State University
BS, Interdisciplinary Studies
Psychology, Sociology and Women's Studies focus
May 2015
Antioch University New England
MA, Marriage and Family Therapy

Professional Experience

Integrated Behavioral Health Clinician
Concord Hospital Family Health Center, Concord, NH
6/2015 to present

- Coordinate prenatal patients within two clinics within organization.
- Conduct bio-psycho-social assessments of prenatal patients and develop patient-centered treatment plans.
- Provide integrative care management for prenatal patients with psychosocial and/or complex medical needs.
- Educate staff, family medicine residents, and behavioral health interns of prenatal behavioral health needs.
- Conduct assessment and treatment planning patients.

Intern, Concord Hospital
5/2014 to 6/2015

- Learn Concord Hospital medical database records system.
- Perform initial client intake and perform clinical assessment.
- Design and implement treatment plan based on a holistic study of client history and current assessments.

Internship, Couple and Family Therapy Institute
9/2013 to 5/2015

- Perform initial intake of assigned clients, clinical assessment, treatment plan and progress notes of clients who request services through the clinic under direct supervision of a licensed MFT supervisor.

CERTIFICATIONS:
Cognitive Behavioral Therapy Certificate
1/2018

PSI/2020 Mom's Project
Maternal Mental Health Professional Certificate
Institute on Disability
12/2016

Navigating Choice and Change
4/2016

Centering Pregnancy
Centering Pregnancy Facilitator Certificate
12/2015

Concord Hospital Family Health Center

SFY 2020 – 2022

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Martha Seery	Administrative Director	302,077	8.31%	$25,095
Suzanne Williams	Practice Manager	219,524	28.88%	$63,394
Karen Decker-Gendron, RN	Clinical Manager	243,981	28.73%	$70,089
Beth Koester, MD	Medical Director	439,453	18.37%	$80,710
Danielle Goulette, RN	Prenatal Coordinator	146,274	72.74%	$106,398
Pat Ball, RN	BCCP Coordinator	$52,019	100%	$52,019
Kiersten Scarponi, MFT	Integrated BH Clinician	159,072	34.57%	$54,999
		1,562,400		$452,704

MLC
276

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

JUN12'18 AM11:58 DAS

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

May.31, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into **retroactive** agreements with the fifteen (15) vendors, as listed in the tables below, for the provision of primary health care services that include preventive and episodic health care for acute and chronic health conditions for people of all ages, statewide; including pregnant women, children, adolescents, adults, the elderly and homeless individuals, effective **retroactive** to April 1, 2018 upon Governor and Executive Council approval through March 31, 2020. 26% Federal Funds and 74% General Funds.

Primary Care Services

Vendor	Vendor Number	Location	Amount
Ammonoosuc Community Health Services, Inc.	177755-R001	25 Mount Eustis Road, Littleton, NH 03561	$373,662
Coos County Family Health Services, Inc.	155327-B001	133 Pleasant Street, Berlin, NH 03570	$213,277
Greater Seacoast Community Health	154703-B001	311 Route 108, Somersworth, NH 03878	$1,017,629
HealthFirst Family Care Center	158221-B001	841 Central Street, Franklin, NH 03235	$477,877
Indian Stream Health Center	165274-B001	141 Corliss Lane, Colebrook, NH 03576	$157,917

Lamprey Health Care, Inc.	177677-R001	207 South Main Street, Newmarket, NH 03857	$1,049,538
Manchester Community Health Center	157274-B001	145 Hollis Street, Manchester NH 03101	$1,190,293
Mid-State Health Center	158055-B001	101 Boulder Point Drive, Suite 1, Plymouth, NH 03264	$306,570
Weeks Medical Center	177171-R001	170 Middle Street, Lancaster, NH 03584/PO Box 240, Whitefield, NH 03598	$180,885
Sub-Total			***$4,967,648***

Primary Care Services for Specific Counties

Vendor	Vendor Number	Location	Amount
Manchester Community Health Center	157274-B001	145 Hollis Street, Manchester NH 03101	$80,000
Concord Hospital	177653-B011	250 Pleasant St, Concord, NH 03301	$484,176
White Mountain Community Health Center	174170-R001	298 White Mountain Highway, PO Box 2800, Conway, NH 03818	$352,976
Sub-Total			***$917,152***

Primary Care Services for the Homeless

Vendor	Vendor Number	Location	Amount
Greater Seacoast Community Health	154703-B001	311 Route 108, Somersworth, NH 03878	$146,488
Harbor Homes, Inc.	155358-B001	77 Northeastern Blvd, Nashua, NH 03062	$150,848
Sub-Total			***$297,336***

Primary Care Services for the Homeless – Sole Source for Manchester Department of Public Health			
Vendor	**Vendor Number**	**Location**	**Amount**
Manchester Health Department	177433-B009	1528 Elm Street, Manchester, NH 03101	$155,650
Sub-Total			***$155,650***
Primary Care Services Total Amount			**$6,337,786**

Funds are available in the following account for State Fiscal Years 2018 and 2019, and anticipated to be available in State Fiscal Year 2020, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

05-95-90-902010-51900000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, MATERNAL - CHILD HEALTH

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Svcs	90080100	$792,224
2019	102-500731	Contracts for Program Svcs	90080100	$3,168,891
2020	102-500731	Contracts for Program Svcs	90080100	$2,376,671
Total				**$6,337,786**

EXPLANATION

This request is **retroactive** as the Request for Proposals timeline extended beyond the expiration date of the previous primary care services contracts. The Request for Proposals was reissued to ensure that services would be provided in specific counties and in the City of Manchester, where the need is the greatest. Continuing this service without interruption allows for the availability of primary health care services for New Hampshire's most vulnerable populations who are at disproportionate risk of poor health outcomes and limited access to preventative care.

The agreement with the Manchester Health Department is **sole source**, as it is the only vendor capable and amenable to provide primary health care services to the homeless population of the City of Manchester. This community has been disproportionately impacted by the opioid crisis; increasing health risks to individuals who experience homelessness.

The purpose of these agreements is to provide primary health care services that include preventive and ongoing heath care for acute and chronic health conditions for people of all ages, including pregnant women, children, adolescents, adults, the elderly and the homeless. Primary and preventative health care services are provided to underserved, low-income and homeless individuals who experience barriers to accessing health care due to issues such as lack of insurance, inability to pay, limited language proficiency and geographic isolation. Primary care providers provide an array of enabling patient-centered services such as care coordination, translation services, transportation, outreach, eligibility assistance, and health education. These services assist individuals in overcoming barriers to achieve their optimal health.

Primary Care Services vendors were selected for this project through competitive bid processes. The Request for Proposals for Primary Care Services was posted on the Department of Health and Human Services' website from December 12, 2017 through January 23, 2018. A separate Request for Proposals to address a deficiency in Primary Care Services for specific counties was posted on the Department's website from February 12, 2018 through March 2, 2018. Additionally, the Request for Proposals for Primary Care Services for the Homeless was posted on the Department's website from January 26, 2018 through March 13, 2018.

The Department received fourteen (14) proposals. The proposals were reviewed and scored by a team of individuals with program specific knowledge. The Score Summaries are attached. A separate sole source agreement is requested to address the specific need of the homeless population of the City of Manchester.

As referenced in the Request for Proposals and in Exhibit C-1, Revisions to General Provisions, these Agreements reserve the option to extend contract services for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The Department will directly oversee and manage the contracts to ensure that quality improvement, enabling and annual project objectives are defined in order to measure the effectiveness of the program.

Should the Governor and Executive Council not authorize this request, the Department may be unable to ensure preventive and regular health care for acute and chronic health conditions for low income and homeless individuals of all ages, including pregnant women, children, adolescents, adults, and the elderly throughout the state.

Area served: Statewide.

Source of Funds: 26% Federal Funds from the US Department of Health and Human Services, Human Resources & Services Administration (HRSA), Maternal and Child Health Services (MCHS) Catalog of Federal Domestic Assistance (CFDA) #93.994, Federal Award Identification Number (FAIN), B04MC30627 and 74% General Funds.

In the event that Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,

Lisa Morris, MSSW
Director

Approved by:
Jeffrey A. Meyers
Commissioner

FORM NUMBER P-37 (version 5/8/15)

Subject: Primary Care Services for Specific Counties (RFP-2018-DPHS-28-PRIMA)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Concord Hospital		1.4 Contractor Address 250 Pleasant Street, Concord, NH 03301	
1.5 Contractor Phone Number 603-227-7000	1.6 Account Number 05-95-90-902010-51900000-102-500731	1.7 Completion Date March 31, 2020	1.8 Price Limitation $484,176
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Robert P. Steigmeyer, President & CEO	

1.13 Acknowledgement: State of New Hampshire, County of Merrimack

On 4/12/18, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Karin L. Carr

KARIN L. CARR
Notary Public - New Hampshire
My Commission Expires January 28, 2020

1.13.2 Name and Title of Notary or Justice of the Peace

Karin Carr, Executive Assistant

1.14 State Agency Signature Date: 4/26/18	1.15 Name and Title of State Agency Signatory LISA MORRIS DIRECTOR DPHS

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 5/22/18

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State *shall not be required to transfer funds from any other account* to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

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Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

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Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered. The Department shall be the payor of last resort.

1.4. Preventative and Primary Health Care, as well as related Care Management and Enabling Services shall be provided to individuals of all ages, statewide, who are:

1.4.1. Uninsured.

1.4.2. Underinsured.

1.4.3. Low-income (defined as <185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines.

1.5. The Contractor shall remain in compliance with all applicable state and federal laws for the duration of the contract period, including but not limited to:

1.5.1. NH RSA 141-C and Administrative Rule He-P 301, adopted 6/3/08, which requires the reporting of all communicable diseases.

1.5.2. NH RSA 169:C, Child Protection Act; NH RSA 161-F46, Protective Services to Adults, NH RSA 631:6, Assault and Related Offences, and RSA 130:A, Lead Paint Poisoning and Control.

1.5.3. NH RSA 141-C and the Immunization Rules promulgated, hereunder.

2. Eligibility Determination Services

2.1. The Contractor shall notify the Department, in writing, if access to Primary Care Services for new patients is limited or closed for more than thirty (30) *consecutive days or any sixty (60) non-consecutive days.*

2.2. The Contractor shall assist individuals with completing a Medicaid/Expanded Medicaid and other health insurance application when income calculations indicate possible Medicaid eligibility.

2.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered.

2.4. The Contractor shall post a notice in a public and conspicuous location noting that no individual will be denied services for an inability to pay.

2.5. The Contractor shall develop and implement a sliding fee scale for services in accordance with the Federal Poverty Guidelines. The Contractor shall make the sliding fee scale available to the Department upon request.

3. *Primary Care Services*

3.1. The Contractor shall ensure primary care services are provided by a New Hampshire licensed Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Advanced Practice Registered Nurse (APRN) or Physician Assistant (PA) to eligible individuals in the service area.

3.2. The Contractor shall ensure primary care services include, but are not limited to:

3.2.1. Reproductive health services.

3.2.2. Perinatal health services including but not limited to access to obstetrical services either on-site or by referral.

3.2.3. Preventive services, screenings and health education in accordance with established, documented state or national guidelines.

3.2.4. Integrated behavioral health services.

3.2.5. Pathology, radiology, surgical and CLIA certified laboratory services either on-site or by referral.

3.2.6. Assessment of need and follow-up/referral as indicated for:

3.2.6.1. Tobacco cessation, including referral to QuitWorks-NH, www.QuitWorksNH.org.

3.2.6.2. Social services.

3.2.6.3. Chronic Disease management, including disease specific referral and self-management education such as referral to Diabetes Self-Management Education (DSME) as recommended by American Diabetes Association (ADA).

3.2.6.4. Nutrition services, including Women, Infants and Children (WIC) Food and Nutrition Service, as appropriate;

3.2.6.5. Screening, Brief Intervention and Referral to Treatment (SBIRT) services, including but not limited to contact with the Regional Public Health Network Continuum of Care Development Initiative.

3.2.6.6. Referrals to health, home care, oral health and behavioral health specialty providers who offer sliding scale fees, when available.

3.3. The Contractor shall provide care management for individuals enrolled for

primary care services, which includes, but is not limited to:

3.3.1. Integrated and coordinated services that ensure patients receive necessary care, including behavioral health and oral care when and where it is needed and wanted, in a culturally and linguistically appropriate manner.

3.3.2. Access to a healthcare provider by telephone twenty-four (24) hours per day, seven (7) days per week, directly, by referral or subcontract.

3.3.3. Care facilitated by registries; information technology; health information exchanged.

3.4. The Contractor shall provide and facilitate enabling services, which are non-clinical services that support the delivery of basic primary care services, and facilitate access to comprehensive patient care as well as social services that include, but are not limited to:

3.4.1. Benefit counseling.

3.4.2. Health insurance eligibility and enrollment assistance.

3.4.3. Health education and supportive counseling.

3.4.4. Interpretation/translation for individuals with Limited English Proficiency or other communication needs.

3.4.5. Outreach, which may include the use of community health workers.

3.4.6. Transportation.

3.4.7. Education of patients and the community regarding the availability and appropriate use of health services.

3.4.8. The Contractor will submit at least one annual Workplan that includes a detailed description of the enabling services funded by this contract. This shall be developed and submitted according to the schedule and instructions provided by MCHS. The vendor will be notified at least thirty (30) days in advance of any changes in the submission schedule.

4. Quality Improvement

4.1. The Contractor shall develop, define, facilitate and implement a minimum of two (2) Quality Improvement (QI) projects, which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of targeted patient groups.

4.1.1. One (1) quality improvement project must focus on the performance measure as designated by MCHS. (Defined as Adolescent Well Visits for SFY 2018 – 2019)

4.1.2. The other(s) will be chosen by the vendor based on previous performance outcomes needing improvement.

4.2. The Contractor shall utilize Quality Improvement Science to develop and implement a QI Workplan for each QI project. The QI Workplan will include:

4.2.1. Specific goals and objectives for the project period; and

4.2.2. Evaluation methods used to demonstrate improvement in the quality, efficiency, and effectiveness of patient care.

4.3. The Contractor shall include baseline measurements for each area of improvement identified in the QI projects, to establish health care services and health status of targeted patient groups to be improved upon.

4.4. The Contractor may utilize activities in QI projects that enhance clinical workflow and improve patient outcomes, which may include, but are not limited to:

4.4.1.1. EMR prompts/alerts.

4.4.1.2. Protocols/Guidelines.

4.4.1.3. Diagnostic support.

4.4.1.4. Patient registries.

4.4.1.5. Collaborative learning sessions.

5. Staffing

5.1. The Contractor shall ensure all health and allied health professions have the appropriate, current New Hampshire licenses whether directly employed, contracted or subcontracted.

5.2. The Contractor shall employ a medical services director with special training and experience in primary care who shall participate in quality improvement activities and be available to other staff for consultation, as needed.

5.3. The Contractor shall notify the Maternal and Child Health Section (MCHS), in writing, of any newly hired administrator, clinical coordinator or any staff person essential to providing contracted services and include a copy of the individual's resume, within thirty (30) days of hire.

5.4. The Contractor shall notify the MCHS, in writing, when:

5.4.1. Any critical position is vacant for more than thirty (30) days;

5.4.2. There is not adequate staffing to perform all required services for any period lasting more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

6. Coordination of Services

6.1. The Contractor shall participate in activities within their Public Health Region, as appropriate, to enhance the integration of community-based public health prevention and healthcare initiatives being implemented, including but not limited to:

6.1.1. Community needs assessments;

6.1.2. Public health performance assessments; and

6.1.3. Regional health improvement plans under development.

6.2. The Contractor shall participate in and coordinate public health activities, as requested by the Department, during any disease outbreak and/or emergency that affects the public's health.

7. Required Meetings & Trainings

7.1. The Contractor shall attend meetings and trainings facilitated by the MCHS programs that include, but are not limited to:

7.1.1. MCHS Agency Directors' meetings;

7.1.2. MCHS Primary Care Coordinators' meetings, which are held two (2) times per year, which may require attendance by agency quality improvement staff; and

7.1.3. MCHS Agency Medical Services Directors' meetings.

8. Workplans, Outcome Reports & Additional Reporting Requirements

8.1. The Contractor shall collect and report data as detailed in Exhibit A-1 "Reporting Metrics" according to the Exhibit A-2 "Report Timing Requirements".

8.2. The Contractor shall submit reports as defined within Exhibit A-2 "Report Timing Requirements".

8.3. The Contractor shall submit an updated budget narrative, within thirty (30) days of the contract execution date and annually, as defined in Exhibit A-2 "Report Timing Requirements". The budget narrative shall include, at a minimum;

8.3.1. Staff roles and responsibilities, defining the impact each role has on contract services;

8.3.2. Staff list, defining;

8.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

8.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

8.4. In addition to the report defined within Exhibit A-2 "Report Timing Requirements", the Contractor shall submit a Sources of Revenue report at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

9. On-Site Reviews

9.1. The Contractor shall permit a team or person authorized by the Department to periodically review the Contractor's:

9.1.1. Systems of governance.

9.1.2. Administration.

9.1.3. Data collection and submission.

9.1.4. Clinical and financial management.

9.1.5. Delivery of education services.

9.1.6. Delivery of Primary Care Services within the Specific County of service

9.2. The Contractor shall cooperate with the Department to ensure information needed for the reviews is accessible and provided. The Contractor shall ensure information includes, but is not limited to:

9.2.1. *Client records.*

9.2.2. Documentation of approved enabling services and quality improvement projects, including process and outcome evaluations.

9.3. The Contractor shall take corrective actions, as advised by the review team, if services provided are not in compliance with the contract requirements.

10. Performance Measures

10.1. The Contractor shall ensure that the following performance indicators are annually achieved and monitored quarterly to measure the effectiveness of the agreement:

10.1.1. Annual improvement objectives shall be defined by the vendor and submitted to the Department. Objectives shall be measurable, specific and align to the provision of primary care services defined within Exhibit A-1 "Reporting Metrics"

Exhibit A-1 – Reporting Metrics

1. **Definitions**

1.1. **Measurement Year** – Measurement Year consists of 365 days and is defined as either:

1.1.1. The calendar year, (January 1st through December 31st); or

1.1.2. The state fiscal year (July 1st through June 30th).

1.2. **Medical Visit** – Medical visit is defined as any office visit including all well-care and acute-care visits.

1.3. **HEDIS** – Healthcare Effectiveness Data and Information Set

1.4. **NQF** – National Quality Forum

1.5. **Title V** – Federal Maternal and Child Health Services Block Grant

1.6. **UDS** – Uniform Data System

1.7. **NH MCHS** – New Hampshire Maternal and Child Health Section

2. **MCHS PRIMARY CARE PERFORMANCE MEASURES**

2.1. **Breastfeeding**

2.1.1. Percent of infants who are ever breastfed (Title V PM #4).

2.1.1.1. Numerator: All patient infants who were ever breastfed or received breast milk.

2.1.1.2. Numerator Note: The American Academy of Pediatrics recommends all infants exclusively breastfeed for about six (6) months as human milk supports optimal growth and development by providing all required nutrients during that time.

2.1.1.3. Denominator: All patient infants born in the measurement year.

2.2. **Preventive Health: Lead Screening**

2.2.1. Percent of children three (3) years of age who had two (2) or more capillary or venous lead blood test for lead poisoning by their third birthday. (NH MCHS).

2.2.1.1. Numerator: All patient children who received at least one capillary or venous lead screening test between nine (9) months to eighteen (18) months of age **AND** one (1) capillary or venous lead screening test between nineteen (19) to thirty (30) months of age.

2.2.1.2. Denominator: All patient children who turned three (3) years old during the measurement year that had at least one (1) medical visit during the measurement year.

2.3. **Preventive Health: Adolescent Well-Care Visit**

2.3.1. Percent of adolescents, twelve (12) through twenty-one (21) years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year (HEDIS).

2.3.1.1. Numerator: Number of adolescents, ages 12 through 21 years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year.

2.3.1.2. Denominator: Number of patient adolescents, ages 12 through 21 years of age by the end of the measurement year.

2.4. **Preventive Health: Depression Screening**

2.4.1. Percentage of patients ages twelve (12) and older screened for clinical depression using an age appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NQF 0418, UDS).

2.4.1.1. Numerator: Patients twelve (12) years and older who are screened for clinical depression using an age-appropriate standardized depression screening tool **AND** if positive, a follow-up plan documented.

2.4.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented follow-up plan.

2.4.1.3. Denominator: All patients twelve (12) years and older by the end of the measurement year who had at least one (1) medical visit during the measurement year.

2.4.1.4. Denominator Exception: Depression screening not performed due to medical contraindicated or patient refusal.

2.4.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as suicide risk assessment and/or referral to practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.4.2. Maternal Depression Screening

2.4.2.1. Percentage of women who are screened for clinical depression during any visit up to twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NH MCHS).

2.4.2.1.1. Numerator: Women who are screened for clinical depression during the first twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if screened positive have documented follow-up plan.

2.4.2.1.2. Numerator Note: Numerator includes women who screened negative PLUS women who screened positive AND have documented follow-up plan.

2.4.2.1.3. Denominator: All women who had any office visit up to twelve (12) weeks following delivery during the measurement year.

2.4.2.1.4. Denominator Exception: Documentation of depression screening not performed due to medical contraindicated or patient refusal.

2.4.2.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as Suicide Risk Assessment and/or referral to a practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.5. **Preventive Health: Obesity Screening**

2.5.1. Percentage of patients aged 18 years and older with a calculated BMI in the past six months or during the current visit documented in the medical record AND if the most recent BMI is outside of normal parameters, a follow-up plan is documented (NQF 0421, UDS).

2.5.1.1. Normal parameters: Age 65 and older BMI $\geq$ 23 and < 30

2.5.1.2. Age 18 through 64

BMI $\geq$ 18.5 and < 25

2.5.1.3. Numerator: Patients with BMI calculated within the past six months or during the current visit and a follow-up plan documented if the BMI is outside of parameters (Normal BMI + abnormal BMI with documented plan).

2.5.1.4. Definition of Follow-Up Plan: Proposed outline of follow-up plan to be conducted as a result of BMI outside of normal parameters. The follow-up plan can include documentation of a future appointment, education, referral (such as registered dietician, nutritionist, occupational therapist, primary care physician, exercise physiologist, mental health provider, surgeon, etc.), prescription of/administration of dietary supplements, exercise counseling, nutrition counseling, etc.

2.5.1.5. Denominator: All patients aged 18 years and older who had at least one (1) medical visit during the measurement year.

2.5.2. Percent of patients aged 3 through 17 who had evidence of BMI percentile documentation AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year (UDS).

2.5.2.1. Numerator: Number of patients in the denominator who had their BMI percentile (not just BMI or height and weight) documented during the measurement year AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year.

2.5.2.2. Denominator: Number of patients who were one year after their second birthday (i.e., were 3 years of age) through adolescents who were aged up to one year past their 16th birthday (i.e., up until they were 17) at some point during the measurement year, who had at least one medical visit during the reporting year, and were seen by the health center for the first time prior to their 17th birthday.

2.6. **Preventive Health: Tobacco Screening**

2.6.1. Percent of patients aged 18 years and older who were screened for tobacco use at least once during the measurement year or prior year AND who received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user (UDS).

2.6.1.1. Numerator: number of patients in the denominator for whom documentation demonstrates that patients were queried about their tobacco use one or more times during their most recent visit OR within twenty-four (24) months of the most

recent visit and received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user.

2.6.1.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.6.1.4. Definitions:

2.6.1.4.1. Tobacco Use: Includes any type of tobacco.

2.6.1.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy.

2.6.2. Percent of women who are screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user (NH MCHS).

2.6.2.1. Numerator: Pregnant women who were screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user.

2.6.2.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.2.3. Denominator: All women who delivered a live birth in the measurement year.

2.6.2.4. Definitions:

2.6.2.4.1. Tobacco Use: Includes any type of tobacco

2.6.2.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy

2.7. **At Risk Population: Hypertension**

2.7.1. Percentage of patients aged 18 through 85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90mmHG) during the measurement year (NQF 0018).

2.7.1.1. Numerator: Number of patients from the denominator with blood pressure measurement less than 140/90 mm HG at the time of their last measurement.

2.7.1.2. Denominator: Number of patients age 18 through 85 with diagnosed hypertension (must have been diagnosed with hypertension 6 or more months before the measurement date) who had at least one (1) medical visit during the measurement year. (Excludes pregnant women and patients with End Stage Renal Disease.)

2.8. Patient Safety: Falls Screening

2.8.1. Percent of patients aged 65 years and older who were screened for fall risk at least once within 12 months (NH MCHS).

2.8.1.1. Numerator: Patients who were screened for fall risk at least once within the measurement year.

2.8.1.2. Denominator: All patients aged 65 years and older seen by a health care provider within the measurement year.

2.9. SBIRT

2.9.1. SBIRT – Percent of patients aged 18 years and older who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.1.1. Numerator: Number of patients in the denominator who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, who received a brief intervention and/or referral to services.

2.9.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.1.3. Denominator: Number of patients aged 18 years and older seen for annual/preventive visit within the measurement year.

2.9.1.4. Definitions:

2.9.1.4.1. Substance Use: Includes any type of alcohol or drug.

2.9.1.4.2. Brief Intervention: Includes guidance or counseling.

2.9.1.4.3. Referral to Services: includes any recommendation of direct referral for substance abuse services.

2.9.2. Percent of pregnant women who were screened, using a formal valid screening tool, for substance use, during every trimester they are

enrolled in the prenatal program AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.2.1. Numerator: Number of women in the denominator who were screened for substance use, using a formal and valid screening tool, during each trimester that they were enrolled in the prenatal program AND if positive, received a brief intervention or referral to services

2.9.2.2. Numerator Note: numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.2.3. Denominator: Number of women enrolled in the agency prenatal program and who had a live birth during the *measurement year.*

Exhibit A-2 – Report Timing Requirements

1.1. Primary Care Services Reporting Requirements

1.1.1. The reports are required due on the date(s) listed, or, in years where the date listed falls on a non-business day, reports are due on the Friday immediately prior to the date listed.

1.1.2. The Vendor is required to complete and submit each report, following instructions sent by the Department

1.1.3. An updated budget narrative must be provided to the Department, within thirty (30) days of contract approval. The budget narrative must include, at a minimum;

1.1.3.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.1.3.2. Staff list, defining;

1.1.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.1.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

1.1.4. The Vendor shall establish and provide baseline data of Primary Care Services being provided; specific to Merrimack and Northern Hillsborough Counties, using Exhibit A-1 Reporting Metrics. This data is to be submitted via the Primary Care Services Measure Data Trend Table (DTT) within thirty (30) days of G&C approval,

1.1.5. The following reports are required to be submitted within 30 days of G&C approval:

1.1.5.1. The Vendor is required to submit a minimum of two (2) Quality Improvement (QI) projects specific to the target population served by this contract (Merrimack and Northern Hillsborough County), which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of targeted patient groups.

1.1.5.1.1. One (1) quality improvement project must focus on the performance measure as designated by MCHS. (Defined as Adolescent Well Visits for SFY 2018 – 2019)

1.1.5.1.2. The other quality improvement project(s) will be chosen by the vendor based on previous performance outcomes needing improvement.

Contractor Initials: MD
Date: 4/12/18

1.1.5.2. The Vendor is required to submit at least one Enabling Service Workplan specific to the target population served by this contract (Merrimack and Northern Hillsborough County) that includes a detailed description of the enabling services funded by this contract. This shall be developed and submitted according to the schedule and instructions provided by MCHS. The vendor will be notified at least thirty (30) days in advance of any changes in the submission schedule.

1.2. **Annual Reports**

1.2.1. The following reports are required annually, on or prior to;

1.2.1.1. March 31st;

1.2.1.1.1. Uniform Data Set (UDS) Data tables reflecting program performance for the previous calendar year;

1.2.1.1.2. Budget narrative, which includes, at a minimum;

1.2.1.1.2.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.2.1.1.2.2. Staff list, defining;

1.2.1.1.2.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.2.1.1.2.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

1.2.1.2. July 31st;

1.2.1.2.1. Summary of patient satisfaction survey results obtained during the prior contract year, specific to patients served within Merrimack and Northern Hillsborough Counties;

1.2.1.2.2. Quality Improvement (QI) Workplans, Performance Outcome Section

1.2.1.2.3. Enabling Services Workplans, Performance Outcome Section

1.2.1.3. September 1st;

1.2.1.3.1. QI workplan revisions, as needed;

1.2.1.3.2. Enabling Service Workplan revisions, as needed;

1.2.1.3.3. Correction Action Plan (Performance Measure Outcome Report), as needed;

1.3. **Semi-Annual Reports**

1.3.1.1. Primary Care Services Performance Measure Data; specific to Merrimack and Northern Hillsborough Counties, using Exhibit A-1 Reporting Metrics. This data is to be submitted via the Primary Care Services Measure Data Trend Table (DTT), Due July 31 (measurement period July 1– June 30) and;

1.3.1.2. Primary Care Services Performance Measure Data; specific to Merrimack and Northern Hillsborough Counties, using Exhibit A-1 Reporting Metrics. This data is to be submitted via the Primary Care Services Measure Data Trend Table (DTT), Due January 31 (measurement period January 1 – December 31).

1.4. **The following report is required 30 days following the end of each quarter, beginning in State Fiscal Year 2018;**

1.4.1. Perinatal Client Data Form (PCDF), for the entire population served by the Contractor;

1.4.1.1. Due on April 30, July 31, October 31 and January 31

Contractor Initials: [illegible]
Date: 4/12/18

Method and Conditions Precedent to Payment

1. The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This contract is funded with general and federal funds. Department access to supporting funding for this project is dependent upon meeting the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) (https://www.cfda.gov) #93.994, Maternal and Child Health Services Block Grant to the States

3. The Contractor shall not use or apply contract funds for capital additions, improvements, entertainment costs or any other costs not approved by the Department.

4. Payment for services shall be as follows:
   - 4.1. Payments shall be on a cost reimbursement basis for approved actual costs in accordance with Exhibits B-1 through Exhibit B-3.
   - 4.2. The Contractor shall submit invoices in a form satisfactory to the State no later than the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor agrees to keep detailed records of their activities related to Department-funded programs and services.
     - 4.2.1. Expenditure detail may be requested by the Department on an intermittent basis, which the Contractor must provide.
     - 4.2.2. Onsite reviews may be required.
   - 4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
   - 4.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or invoices may be mailed to:

     Financial Administrator

     Department of Health and Human Services

     Division of Public Health

     29 Hazen Dr.

     Concord, NH 03301

4.5. The final invoice shall be due to the State no later than forty (40) days after the date specified in Form P-37, Block 1.7 Completion Date.

4.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

5. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjusting encumbrances between State Fiscal Years within the price limitation may be made without obtaining approval of the Governor and Executive Council, upon written agreement of both parties.

Exhibit B-1

New Hampshire Department of Health and Human Services

Bidder/Program Name: Concord Hospital Family Health Center

Budget Request for: Primary Care Services

Budget Period: April 1, 2018 - June 30, 2018

Line Item	Total Program Cost: Direct Incremental	Total Program Cost: Indirect Fixed	Total Program Cost: Total	Contractor Share / Match: Direct Incremental	Contractor Share / Match: Indirect Fixed	Contractor Share / Match: Total	Funded by DHHS contract share: Direct Incremental	Funded by DHHS contract share: Indirect Fixed	Funded by DHHS contract share: Total
1. Total Salary/Wages	$ 163,123.00	$ -	$ 170,340.00	$ 109,818.00	$ -	$ 109,818.00	$ 60,522.00	$ -	$ 60,522.00
2. Employee Benefits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 163,123.00	$ -	$ 170,340.00	$ 109,818.00	$ -	$ 109,818.00	$ 60,522.00	$ -	$ 60,522.00

Indirect As A Percent of Direct 0.0%

New Hampshire Department of Health and Human Services

Bidder/Program Name: Concord Hospital Family Health Center

Budget Request for: Primary Care Services

Budget Period: July 1, 2018 - June 30, 2019

Line Item	Total Program Cost: Direct Incremental	Total Program Cost: Indirect Fixed	Total Program Cost: Total	Contractor Share / Match: Direct Incremental	Contractor Share / Match: Indirect Fixed	Contractor Share / Match: Total	Funded by DHHS contract share: Direct Incremental	Funded by DHHS contract share: Indirect Fixed	Funded by DHHS contract share: Total
1. Total Salary/Wages	$ 666,916.00		$ 666,916.00	$ 448,566.00		$ 448,566.00	$ 242,088.00		$ 242,088.00
2. Employee Benefits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 666,916.00	$ -	$ 666,916.00	$ 448,566.00	$ -	$ 448,566.00	$ 242,088.00	$ -	$ 242,088.00

Indirect As A Percent of Direct 0.0%

New Hampshire Department of Health and Human Services

Bidder/Program Name: Concord Hospital Family Health Center

Budget Request for: Primary Care Services for Specific Counties

Budget Period: July 1, 2019 - March 31, 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 515,543.00	$ -	$ 515,543.00	$ 346,762.00	$ -	$ 346,762.00	$ 181,566.00	$ -	$ 181,566.00
2. Employee Benefits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 515,543.00	$ -	$ 515,543.00	$ 346,762.00	$ -	$ 346,762.00	$ 181,566.00	$ -	$ 181,566.00

Indirect As A Percent of Direct 0.0%

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Division reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

4/12/18
Date

Name:
Title:

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name:

4/12/18
Date

Name:
Title:

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

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

4/11/18
Date

Name:
Title:

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.

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:

4/12/18
Date

Name:
Title:

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:

4/12/18
Date

Name:
Title:

HEALTH INSURANCE PORTABLITY 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, TitleXIII, 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.

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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 (l). 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

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

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.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Conrad Hospital
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Robert P. Steigmeyer
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, DPHS	President and CEO
Title of Authorized Representative	Title of Authorized Representative
4/26/18	
Date	Date 4/12/18

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:

4/12/18
Date

Name:
Title:

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 07-3977399

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   ✓ NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to *Protected Health Information (PHI)*, *Personal Information (PI)*, *Personal Financial* Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacyOfficer@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Primary Care Services for Specific Counties

This 1st Amendment to the Primary Care Services for Specific Countries contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and White Mountain Community Health Center (hereinafter referred to as "the Contractor"), a non-profit with a place of business at 298 White Mountain Highway, PO Box 2800, Conway, NH, 03818.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018, (Item #27G), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended and renewed upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
   June 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
   $559,247.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
   Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
   603-271-9631.
5. Modify Exhibit A, Scope of Services by deleting it in its entirety and replacing with Exhibit A, Amendment #1, Scope of Services, incorporated by reference and attached herein.
6. Modify Exhibit A-1, Reporting Metrics by deleting it in its entirety and replacing with Exhibit A-1, Reporting Metrics Amendment #1, Incorporated by reference and attached herein.
7. Modify Exhibit A-2, Report Timing Requirements by deleting it in its entirety.
8. Modify Exhibit B, Methods and Conditions Precedent to Payment, Subsection 4.1 to read:
   4.1 Payments shall be on a cost reimbursement basis for approved actual costs in accordance with Exhibits B-1 through Exhibit B-5, Amendment #1 Budget, incorporated by reference and attached herein.

9. Add Exhibit B-4 Amendment #1, Budget, incorporated by reference and attached herein.
10. Add Exhibit B-5 Amendment #1, Budget, incorporated by reference and attached herein.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

4/7/2020
Date

Lisa Morris
Director

White Mountain Community Health Center

04/04/2020
Date

Name: Kenneth "JR" Porter
Title: executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/16/20
Date

Name:
Title:

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting).

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. et seq.

1.4. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered. The Department shall be the payor of last resort.

1.5. The Contractor shall provide Preventative and Primary Health Care, as well as related Care Management and Enabling Services to individuals of all ages, statewide, who are:

1.5.1. Uninsured.

1.5.2. Underinsured.

1.5.3. Low-income (defined as <185% of the U.S. Department of Health and Human Services (US DHHS), Poverty Guidelines.

1.6. The Contractor shall comply with all applicable state and federal laws for the duration of the contract period, including but not limited to:

1.6.1. NH RSA 141-C and Administrative Rule He-P 301, adopted 6/3/08, which requires the reporting of all communicable diseases.

1.6.2. NH RSA 169:C, Child Protection Act; NH RSA 161-F46, Protective Services to Adults, NH RSA 631:6, Assault and Related Offences, and RSA 130:A, Lead Paint Poisoning and Control.

1.6.3. NH RSA 141-C and the Immunization Rules promulgated, hereunder.

2. Eligibility Determination Services

2.1. The Contractor shall notify the Department, in writing, if access to Primary Care Services for new patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

2.2. The Contractor shall assist individuals with completing a Medicaid/Expanded Medicaid and other health insurance application when income calculations

indicate possible Medicaid eligibility.

2.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered.

2.4. The Contractor shall post a notice in a public and conspicuous location noting that no individual will be denied services for an inability to pay.

2.5. The Contractor shall develop and implement a sliding fee scale for services in accordance with the Federal Poverty Guidelines.

2.6. The Contractor shall make the sliding fee scale available to the Department upon request.

3. Primary Care Services

3.1. The Contractor shall ensure primary care services are provided by a New Hampshire licensed Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Advanced Practice Registered Nurse (APRN) or Physician Assistant (PA) to eligible individuals in the service area.

3.2. The Contractor shall ensure primary care services include, but are not limited to:

3.2.1. Reproductive health services.

3.2.2. Perinatal health services including, but not limited to, access to obstetrical services either on-site or by referral.

3.2.3. Preventive services, screenings and health education in accordance with established, documented state or national guidelines.

3.2.4. Integrated behavioral health services.

3.2.5. Pathology, radiology, surgical and CLIA-certified laboratory services either on-site or by referral.

3.2.6. Assessment of need and follow-up/referral as indicated for:

3.2.6.1. Tobacco cessation, including referral to QuitWorks-NH, www.QuitWorksNH.org.

3.2.6.2. Social services.

3.2.6.3. Chronic Disease management, including disease specific referral and self-management education such as referral to Diabetes Self-Management Education (DSME) as recommended by American Diabetes Association (ADA).

3.2.6.4. Nutrition services, including Women, Infants and Children (WIC) Food and Nutrition Service, as appropriate;

3.2.6.5. Screening, Brief Intervention and Referral to Treatment (SBIRT) services, including but not limited to contact with the Regional Public Health Network Continuum of Care Development Initiative.

3.2.6.6. Referrals to health, home care, oral health and behavioral health specialty providers who offer sliding scale fees, when available.

3.3. The Contractor shall provide care management for individuals enrolled for primary care services, which includes, but is not limited to:

3.3.1. Integrated and coordinated services that ensure patients receive necessary care, including behavioral health and oral care when and where it is needed and wanted, in a culturally and linguistically appropriate manner.

3.3.2. Access to a healthcare provider by telephone twenty-four (24) hours per day, seven (7) days per week, directly, by referral or subcontract.

3.3.3. Care facilitated by registries, information technology, and health information exchanged.

3.4. The Contractor shall provide and facilitate enabling services, which are non-clinical services, that support the delivery of basic primary care services.

3.5. The Contractor shall facilitate access to comprehensive patient care and social services, as appropriate, that may include, but are not limited to:

3.5.1. Benefits counseling.

3.5.2. Health insurance eligibility and enrollment assistance.

3.5.3. Health education and supportive counseling.

3.5.4. Interpretation/translation for individuals with Limited English Proficiency or other communication needs.

3.5.5. Outreach, which may include the use of community health workers.

3.5.6. Transportation.

3.5.7. Education of patients and the community regarding the availability and appropriate use of health services.

4. Quality Improvement

4.1. The Contractor shall develop, define, facilitate and implement a minimum of two (2) Quality Improvement (QI) projects, which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of targeted patient groups. The Contractor shall ensure:

4.1.1. One (1) QI project focuses on the performance measure designated

by the Maternal and Child Health Section (MCHS), which is Adolescent Well Visits for SFY 2020-2022.

4.1.1.1. A minimum of one (1) other QI project is selected from Exhibit A-1 "Reporting Metrics" MCHS Primary

4.1.1.2. Care Performance Measures are met according to previous performance outcomes identified as needing improvement.

4.2. The Contractor shall utilize Quality Improvement Science to develop and implement a QI Workplan for each QI project. The Contractor shall ensure the QI Workplan includes, but is not limited to:

4.2.1. Specific goals and objectives for the project period; and

4.2.2. Evaluation methods used to demonstrate improvement in the quality, efficiency, and effectiveness of patient care.

4.3. The Contractor shall include baseline measurements for each area of improvement identified in the QI projects, to establish health care services and health status of targeted patient groups in need of improvement.

4.4. The Contractor shall utilize activities in QI projects that enhance clinical workflow and improve patient outcomes, which may include, but are not limited to:

4.4.1. EMR prompts/alerts.

4.4.2. Protocols/Guidelines.

4.4.3. Diagnostic support.Patient registries.Collaborative learning sessions.

5. Staffing

5.1. The Contractor shall ensure all health and allied health professionals have the appropriate, current New Hampshire licenses whether directly employed, contracted or subcontracted.

5.2. The Contractor shall employ a medical services director who:

5.2.1. Has specialized training and experience in primary care services.

5.2.2. Participates in quality improvement activities.

5.2.3. Is available to other staff for consultation, as needed.

5.3. The Contractor shall notify the MCHS, in writing, of any newly hired administrator, clinical coordinator or staff person essential to providing contracted services. The Contractor shall ensure notification:

5.3.1. Is provided to the Department no later than thirty (30) days from the date of hire.

5.3.2. Includes a copy of the newly hired individual's resume.

5.4. The Contractor shall notify the MCHS, in writing, when:

5.4.1. Any critical position is vacant for more than thirty (30) days.

5.4.2. There is not adequate staffing to perform all required services for any period lasting more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

6. Coordination of Services

6.1. The Contractor shall participate in activities within the Public Health Region, as appropriate, to enhance the integration of community-based public health prevention and healthcare initiatives being implemented, including but not limited to:

6.1.1. Community needs assessments.

6.1.2. Public health performance assessments.

6.1.3. Regional health improvement plans under development.

6.2. The Contractor shall participate in and coordinate public health activities, as requested by the Department, during any disease outbreak or emergency that affects the public's health.

7. Required Meetings & Trainings

7.1. The Contractor shall attend meetings and trainings facilitated by the MCHS programs that include, but are not limited to:

7.1.1. MCHS Agency Directors' meetings.

7.1.2. MCHS Primary Care Coordinators' meetings, which are held two (2) times per year, which may require attendance by agency quality improvement staff.

7.1.3. MCHS Agency Medical Services Directors' meetings.

8. Workplans, Outcome Reports & Additional Reporting Requirements

8.1. The Contractor shall collect and report data on the MCHS Primary Care Performance Measures detailed in Exhibit A–1 Reporting Metrics.

8.2. The Contractor shall submit an updated budget narrative, within thirty (30) days of any changes, ensuring the budget narrative includes, but is not limited to:

8.2.1. Staff roles and responsibilities, defining the impact each role has on contract services.

8.2.2. Staff list that details information that includes, but is not limited to:

8.2.2.1. The Full Time Equivalent percentage allocated to contract services.

8.2.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

8.3. The Contractor shall submit a Sources of Revenue report at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

8.4. The Contractor shall submit reports on the date(s) listed, or, in years where the date listed falls on a non-business day, on the Friday immediately prior to the date listed.

8.5. The Contractor is required to complete and submit each report, as instructed by the Department.

8.6. The Contractor shall submit annual reports to the Department, including but not limited to:

8.6.1. Uniform Data Set (UDS) Data tables that reflect program performance for the previous calendar year no later than March 31st.

8.6.2. A summary of patient satisfaction survey results obtained during the prior contract year no later than July 31st.

8.6.3. Quality (QI) Workplans no later than July 31st.

8.6.4. Enabling Services Workplans no later than July 31st.

8.6.5. QI Workplan revisions, as appropriate, no later than September 1st.

8.6.6. Enabling Services Workplan revisions, as appropriate, no later than September 1st.

8.6.7. Corrective Action Plans relating to Performance Measure Outcome Reports, as needed, no later than September 1st.

8.7. The Contractor shall submit semi-annual reports to the Department, including but not limited to:

8.7.1. Primary Care Services Measure Data Trend Table (DTT) is due no later than:

8.7.2. July 31, 2020 for the measurement period of July 1, 2019 through June 30, 2020.

8.7.3. January 31, 2021 for the measurement period of January 1, 2020 through December 31, 2020.

8.7.4. July 31, 2021 for the measurement period of July 1, 2020 through June 30, 2021.

8.7.5. January 31, 2022 for the measurement period of January 1, 2021 through December 31, 2021.

9. On-Site Reviews

9.1. The Contractor shall permit a team or person authorized by the Department to periodically review the Contractor's:

9.1.1. Systems of governance.

9.1.2. Administration.

9.1.3. Data collection and submission.

9.1.4. Clinical and financial management.

9.1.5. Delivery of education services.

9.2. The Contractor shall cooperate with the Department to ensure information needed for the reviews is accessible and provided, which includes, but is not limited to:

9.2.1. Client records.

9.2.2. Documentation of approved enabling services and quality improvement projects, including process and outcome evaluations.

9.3. The Contractor shall take corrective actions, as advised by the Department's review team, if services provided are not in compliance with the contract requirements.

10. Performance Measures

10.1. The Contractor shall define Annual Improvement Objectives that are measurable, specific and align to the provision of primary care services defined within Exhibit A-1 Reporting Metrics.

1. Definitions

1.1. **Measurement Year** – Measurement Year consists of 365 days and is defined as either:

1.1.1. The calendar year, (January 1st through December 31st); or

1.1.2. The state fiscal year (July 1st through June 30th).

1.2. **Medical Visit** – Medical visit is defined as any office visit including all well-care and acute-care visits.

1.3. **HEDIS** – Healthcare Effectiveness Data and Information Set

1.4. **NQF** – National Quality Forum

1.5. **Title V** – Federal Maternal and Child Health Services Block Grant

1.6. **UDS** – Uniform Data System

1.7. **NH MCHS** – New Hampshire Maternal and Child Health Section

2. MCHS PRIMARY CARE PERFORMANCE MEASURES

2.1. **Breastfeeding**

2.1.1. Percent of infants who are ever breastfed (Title V PM #4).

2.1.1.1. Numerator: All patient infants who were ever breastfed or received breast milk.

2.1.1.2. Numerator Note: The American Academy of Pediatrics recommends all infants exclusively breastfeed for about six (6) months as human milk supports optimal growth and development by providing all required nutrients during that time.

2.1.1.3. Denominator: All patient infants born in the measurement year.

2.2. **Preventive Health: Lead Screening**

2.2.1. Percent of children three (3) years of age who had two (2) or more capillary or venous lead blood test for lead poisoning by their third birthday. (NH MCHS).

2.2.1.1. Numerator: All patient children who received at least one capillary or venous lead screening test between nine (9) months to eighteen (18) months of age **AND** one (1) capillary

or venous lead screening test between nineteen (19) to thirty (30) months of age.

2.2.1.2. Denominator: All patient children who turned three (3) years old during the measurement year that had at least one (1) medical visit during the measurement year.

2.3. Preventive Health: Adolescent Well-Care Visit

2.3.1. Percent of adolescents, twelve (12) through twenty-one (21) years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year (HEDIS).

2.3.1.1. Numerator: Number of adolescents, ages 12 through 21 years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year.

2.3.1.2. Denominator: Number of patient adolescents, ages 12 through 21 years of age by the end of the measurement year.

2.4. Preventive Health: Depression Screening

2.4.1. Percentage of patients ages twelve (12) and older screened for clinical depression using an age appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NQF 0418, UDS).

2.4.1.1. Numerator: Patients twelve (12) years and older who are screened for clinical depression using an age-appropriate standardized depression screening tool **AND** if positive, a follow-up plan documented.

2.4.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented follow-up plan.

2.4.1.3. Denominator: All patients twelve (12) years and older by the end of the measurement year who had at least one (1) medical visit during the measurement year.

2.4.1.4. Denominator Exception: Depression screening not performed due to medical contraindicated or patient refusal.

2.4.1.5. Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as suicide risk assessment and/or referral to practitioner who is qualified to

diagnose and treat depression, and/or notification of primary care provider.

2.4.2. Maternal Depression Screening

2.4.2.1. Percentage of women who are screened for clinical depression during any visit up to twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NH MCHS).

2.4.2.1.1. Numerator: Women who are screened for clinical depression during the first twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if screened positive have documented follow-up plan.

2.4.2.1.2. Numerator Note: Numerator includes women who screened negative PLUS women who screened positive AND have documented follow-up plan.

2.4.2.1.3. Denominator: All women who had any office visit up to twelve (12) weeks following delivery during the measurement year.

2.4.2.1.4. Denominator Exception: Documentation of depression screening not performed due to medical contraindicated or patient refusal.

2.4.2.1.5. Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as Suicide Risk Assessment and/or referral to a practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.5. Preventive Health: Obesity Screening

2.5.1. Percentage of patients aged 18 years and older with a calculated BMI in the past six months or during the current visit documented in the

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medical record AND if the most recent BMI is outside of normal parameters, a follow-up plan is documented (NQF 0421, UDS).

2.5.1.1. Normal parameters: Age 65 and older BMI ≥ 23 and < 30

Age 18 through 64 BMI ≥ 18.5 and < 25

2.5.1.2. Numerator: Patients with BMI calculated within the past six months or during the current visit and a follow-up plan documented if the BMI is outside of parameters (Normal BMI + abnormal BMI with documented plan).

2.5.1.3. Follow-Up Plan: Proposed outline of follow-up plan to be conducted as a result of BMI outside of normal parameters. The follow-up plan can include documentation of a future appointment, education, referral (such as registered dietician, nutritionist, occupational therapist, primary care physician, exercise physiologist, mental health provider, surgeon, etc.), prescription of/administration of dietary supplements, exercise counseling, nutrition counseling, etc.

2.5.1.4. Denominator: All patients aged 18 years and older who had at least one (1) medical visit during the measurement year.

2.5.2. Percent of patients aged 3 through 17 who had evidence of BMI percentile documentation AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year (UDS).

2.5.2.1. Numerator: Number of patients in the denominator who had their BMI percentile (not just BMI or height and weight) documented during the measurement year AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year.

2.5.2.2. Denominator: Number of patients who were one year after their second birthday (i.e., were 3 years of age) through adolescents who were aged up to one year past their 16th birthday (i.e., up until they were 17) at some point during the measurement year, who had at least one medical visit during the reporting year, and were seen by the health center for the first time prior to their 17th birthday.

2.6. Preventive Health: Tobacco Screening

2.6.1. Percent of patients aged 18 years and older who were screened for tobacco use at least once during the measurement year or prior year

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AND who received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user (UDS).

2.6.1.1. Numerator: Number of patients in the denominator for whom documentation demonstrates that patients were queried about their tobacco use one or more times during their most recent visit OR within twenty-four (24) months of the most recent visit and received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user.

2.6.1.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.6.1.4. Definitions:

2.6.1.4.1. Tobacco Use: Includes any type of tobacco.

2.6.1.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy.

2.6.2. Percent of women who are screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user (NH MCHS).

2.6.2.1. Numerator: Pregnant women who were screened for tobacco use during each trimester AND who received tobacco

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cessation counseling intervention if identified as a tobacco user.

2.6.2.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.2.3. Denominator: All women who delivered a live birth in the measurement year.

2.7. At Risk Population: Hypertension

2.7.1. Percentage of patients aged 18 through 85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90mmHG) during the measurement year (NQF 0018).

2.7.1.1. Numerator: Number of patients from the denominator with blood pressure measurement less than 140/90 mm HG at the time of their last measurement.

2.7.1.2. Denominator: Number of patients age 18 through 85 with diagnosed hypertension (must have been diagnosed with hypertension 6 or more months before the measurement date) who had at least one (1) medical visit during the measurement year. (Excludes pregnant women and patients with End Stage Renal Disease.)

2.8. Patient Safety: Falls Screening

2.8.1. Percent of patients aged 65 years and older who were screened for fall risk at least once within 12 months (NH MCHS).

2.8.1.1. Numerator: Patients who were screened for fall risk at least once within the measurement year.

2.8.1.2. Denominator: All patients aged 65 years and older seen by a health care provider within the measurement year.

2.9. SBIRT

2.9.1. SBIRT – Percent of patients aged 18 years and older who were screened for substance use, using a formal valid screening tool, during any medical visit AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.1.1. Numerator: Number of patients in the denominator who were screened for substance use, using a formal valid screening

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tool, during any medical visit AND if positive, who received a brief intervention and/or referral to services.

2.9.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.9.1.4. Definitions:

2.9.1.4.1. Substance Use: Includes any type of alcohol or drug.

2.9.1.4.2. Brief Intervention: Includes guidance or counseling.

2.9.1.4.3. Referral to Services: includes any recommendation of direct referral for substance abuse services.

2.9.2. Percent of pregnant women who were screened, using a formal valid screening tool, for substance use, during every trimester they are enrolled in the prenatal program AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.2.1. Numerator: Number of women in the denominator who were screened for substance use, using a formal and valid screening tool, during each trimester that they were enrolled in the prenatal program AND if positive, received a brief intervention or referral to services

2.9.2.2. Numerator Note: numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.2.3. Denominator: Number of women enrolled in the agency prenatal program and who had a live birth during the measurement year.

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Date: 3/11/2020

Exhibit B-4 Amendment #1, Budget

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: White Mountain Community Health Center

Budget Request for: MCH - Primary Care
(Name of RFP)

Budget Period: April 1, 2020 thru June 30, 2020

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 125,867.53		$ 125,867.53	$ 99,605.03	$ -	$ 99,605.03	$ 26,262.50	$ -	$ 26,262.50
2. Employee Benefits	$ 22,500.00		$ 22,500.00	$ 18,718.50	$ -	$ 18,718.50	$ 3,781.50	$ -	$ 3,781.50
3. Consultants	$ 2,067.00		$ 2,067.00	$ 1,132.00	$ -	$ 1,132.00	$ 935.00	$ -	$ 935.00
4. Equipment:				$ -	$ -	$ -	$ -	$ -	$ -
Rental				$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance				$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation				$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:				$ -	$ -	$ -	$ -	$ -	$ -
Educational				$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ 368.25		$ 368.25	$ 325.75	$ -	$ 325.75	$ 42.50	$ -	$ 42.50
Pharmacy	$ 2,660.75		$ 2,660.75	$ 2,510.75	$ -	$ 2,510.75	$ 150.00	$ -	$ 150.00
Medical		$ 1,815.75	$ 1,815.75	$ -	$ 1,815.75	$ 1,815.75	$ -	$ -	$ -
Office		$ 649.25	$ 649.25	$ -	$ 649.25	$ 649.25	$ -	$ -	$ -
6. Travel	$ 352.50	$ 1,090.25	$ 1,442.75	$ 352.50	$ 1,090.25	$ 1,442.75	$ -	$ -	$ -
7. Occupancy				$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses				$ -	$ -	$ -	$ -	$ -	$ -
Telephone				$ -	$ -	$ -	$ -	$ -	$ -
Postage				$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions		$ 162.50	$ 162.50	$ -	$ 162.50	$ 162.50	$ -	$ -	$ -
Audit and Legal				$ -	$ -	$ -	$ -	$ -	$ -
Insurance				$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses				$ -	$ -	$ -	$ -	$ -	$ -
9. Software		$ 1,675.00	$ 1,675.00	$ -	$ 1,675.00	$ 1,675.00	$ -	$ -	$ -
10. Marketing/Communications				$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 538.25		$ 538.25	$ 538.25	$ -	$ 538.25	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 13,690.00		$ 13,690.00	$ 3,606.50	$ -	$ 3,606.50	$ 10,083.50	$ -	$ 10,083.50
13. Other (specific details mandatory):				$ -	$ -	$ -	$ -	$ -	$ -
				$ -	$ -	$ -	$ -	$ -	$ -
				$ -	$ -	$ -	$ -	$ -	$ -
				$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 168,044.28	$ 5,392.75	$ 173,437.03	$ 126,789.28	$ 5,392.75	$ 132,182.03	$ 41,255.00	$ -	$ 41,255.00
Indirect As A Percent of Direct									

Contractor Initials IDP

Date 3/11/2020

Exhibit B-5 Amendment #1, Budget

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: White Mountain Community Health Center

Budget Request for: MCH - Primary Care
(Name of RFP)

Budget Period: July 1, 2020 thru June 30, 2021

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 567,113.64		$ 567,113.64	$ 452,663.64	$ -	$ 452,663.64	$ 114,450.00	$ -	$ 114,450.00
2. Employee Benefits	$ 90,000.00		$ 90,000.00	or Share / Match	$ -	$ -	$ 16,955.00	$ -	$ 16,955.00
3. Consultants	$ 8,268.00		$ 8,268.00	$ 5,463.00	$ -	$ 5,463.00	$ 2,805.00	$ -	$ 2,805.00
4. Equipment:				$ -	$ -	$ -	$ -	$ -	$ -
Rental				$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance				$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation				$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:				$ -	$ -	$ -	$ -	$ -	$ -
Educational				$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ 1,473.00		$ 1,473.00	$ 1,373.00	$ -	$ 1,373.00	$ 100.00	$ -	$ 100.00
Pharmacy	$ 10,643.00		$ 10,643.00	$ 10,193.00	$ -	$ 10,193.00	$ 450.00	$ -	$ 450.00
Medical		$ 7,263.00	$ 7,263.00	$ -	$ 7,263.00	$ 7,263.00	$ -	$ -	$ -
Office		$ 2,597.00	$ 2,597.00	$ -	$ 2,597.00	$ 2,597.00	$ -	$ -	$ -
6. Travel	$ 1,410.00	$ 4,361.00	$ 5,771.00	$ 810.00	$ 4,361.00	$ 5,171.00	$ 600.00	$ -	$ 600.00
7. Occupancy				$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses				$ -	$ -	$ -	$ -	$ -	$ -
Telephone				$ -	$ -	$ -	$ -	$ -	$ -
Postage				$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions		$ 650.00	$ 650.00	$ -	$ 650.00	$ 650.00	$ -	$ -	$ -
Audit and Legal				$ -	$ -	$ -	$ -	$ -	$ -
Insurance				$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses				$ -	$ -	$ -	$ -	$ -	$ -
9. Software		$ 6,700.00	$ 6,700.00	$ -	$ 6,700.00	$ 6,700.00	$ -	$ -	$ -
10. Marketing/Communications				$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 2,153.00		$ 2,153.00	$ 1,753.00	$ -	$ 1,753.00	$ 400.00	$ -	$ 400.00
12. Subcontracts/Agreements	$ 54,760.00		$ 54,760.00	$ 25,504.00	$ -	$ 25,504.00	$ 29,256.00	$ -	$ 29,256.00
13. Other (specific details mandatory):				$ -	$ -	$ -	$ -	$ -	$ -
				$ -	$ -	$ -	$ -	$ -	$ -
				$ -	$ -	$ -	$ -	$ -	$ -
				$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 735,820.64	$ 21,571.00	$ 757,391.64	$ 497,759.65	$ 21,571.00	$ 519,330.65	$ 165,016.00	$ -	$ 165,016.00
Indirect As A Percent of Direct									

Contractor Initials 10P

Date 3/20/2020

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WHITE MOUNTAIN COMMUNITY HEALTH CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 01, 1981. 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: 62590
Certificate Number: 0004525191

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of June A.D. 2019.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Jennifer Bella, do hereby certify that:

1. I am a duly elected Officer of White Mountain Community Health Center.

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on June 27, 2019:

RESOLVED: That the Executive Director is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 11th day of March 2020.

4. Kenneth Porter is the duly elected Executive Director of the Agency.

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Carroll

The forgoing instrument was acknowledged before me this 11th day of March 2020, by Jennifer Bella.

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 9.21.21

Katie J Come, Notary Public
State of New Hampshire
My Comm. Exp. Sep 21, 2021

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/8/2020

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	CONTACT NAME: Tracey Guignard
Noyes Hall & Allen Insurance 170 Ocean St. South Portland ME 04106	PHONE (A/C, No, Ext): (207) 799-5541 FAX (A/C, No): E-MAIL ADDRESS: tguignard@nha-ins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Medical Mutaul Insurance	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: White Mountain Community Health Center, 298 White Mountain Highway, Conway NH 03818

COVERAGES — CERTIFICATE NUMBER: — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			NHHCP004254	01/01/2020	01/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Retro-Date 02/28/1989	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 1,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [X] CLAIMS-MADE [ ] DED [ ] RETENTION $ 10000			NHUMB004256	01/01/2020	01/01/2021	EACH OCCURRENCE AGGREGATE Retro-Date 12/05/1989	$ 1,000,000 $ 1,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Medical Professional Liability Claims Made			NHHCP004254	01/01/2020	01/01/2021	Each Loss Aggregate Retro-Date 12/05/1989	1,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance of Medical Malpractice Coverage
Claims Made Retro Date: 12/05/1989

CERTIFICATE HOLDER

White Mountain Community Health Center
298 White Mountain Highway
Conway NH 03818

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.

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/17/2020

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 Chalmers Insurance Group - North Conway PO Box 2480 3277 White Mountain Highway North Conway NH 03860	CONTACT NAME: Heather Clement, CIC PHONE (A/C, No, Ext): (603) 356-6928 FAX (A/C, No): (603) 356-6934 E-MAIL ADDRESS: HClement@chalmersInsuranceGroup.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Travelers Indemnity Co.		25658
INSURED White Mountain Community 298 White Mountain Hwy Conway NH 03818	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 2020 WC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB9H902615	01/01/2020	01/01/2021	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							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)

RE: DHHS-Contract Unit

Operatoins: Primary Care

CERTIFICATE HOLDER

Department of Health & Human Services
Contracts & Procurement
129 Pleasant Street
Concord NH 03301

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.

AUTHORIZED REPRESENTATIVE

White Mountain Community Health Center

Mission, Vision, and Values

Mission

White Mountain Community Health Center provides the community with affordable access to high-quality, compassionate, individualized healthcare and support services needed to achieve wellness.

Vision

We envision a community where everyone gets the care and support they need to be healthy regardless of financial situation.

Values

AFFORDABLE CARE

We want to ensure that anyone in the community can access the best healthcare, no matter who they are and what resources they have. We welcome all regardless of ability to pay, strive for cost transparency, and look for other ways to help patients overcome barriers to care.

RESPECT

We respect each person we work with as a fellow human being. We take the time necessary to build good relationships with patients. Patients' opinions matter to us and we listen to them and shape their care accordingly. We expect patients to treat us with respect and integrity in return. Staff take the time to build good relationships with each other as well to create a supportive and respectful work culture.

COMPREHENSIVE, INTEGRATED CARE

We provide care for the whole person. Providers work as a team to provide integrated care for patients and connect them with resources to address all factors affecting their ability to achieve health.

PROFESSIONAL EXCELLENCE

We recruit highly skilled staff and provide support and continuing education to ensure our patients get the highest level of care. We evaluate our performance regularly and use data to determine areas of improvement.

DEDICATION

We work hard for our patients and go the extra mile to ensure we are following through. Our patients can depend on us.

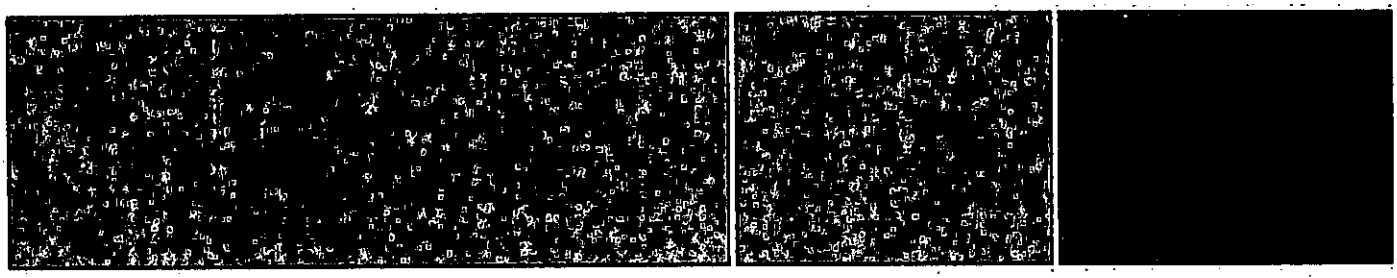
COLLABORATION

Our staff collaborate and learn from each other to take full advantage of each staff member's strengths. We work closely with other organizations to address our community's health needs and underlying social determinants of health.

INNOVATION

We lead the way in community healthcare, finding creative ways to provide cutting-edge care with the available resources.

BerryDunn



WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Whole Person. Whole Family. Whole Valley.

FINANCIAL STATEMENTS

June 30, 2019 and 2018

With Independent Auditor's Report

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
White Mountain Community Health Center

We have audited the accompanying financial statements of White Mountain Community Health Center, which comprise the balance sheets as of June 30, 2019 and 2018, and the related statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the 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 financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of White Mountain Community Health Center as of June 30, 2019 and 2018, and the results of its operations, changes in its net assets and its 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 financial statements, in 2019 the White Mountain Community Health Center adopted new accounting guidance, Financial Accounting Standards Board Accounting Standards Update No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities* (Topic 958). Our opinion is not modified with respect to this matter.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
October 24, 2019

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Balance Sheets

June 30, 2019 and 2018

ASSETS

	2019	2018
Current assets		
Cash	$ 87,836	$ 29,622
Patient accounts receivable, net	109,155	69,875
Grants receivable	80,101	124,615
Prepaid expenses	16,516	27,181
Total current assets	293,608	251,293
Investments	268,735	257,558
Assets limited as to use	31,550	52,017
Property and equipment, net	63,509	44,742
Total assets	$ 657,402	$ 605,610

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	$ 14,057	$ 19,042
Accrued payroll and related amounts	56,334	55,922
Deferred revenue	44,092	84,014
Line of credit	100,000	-
Total current liabilities and total liabilities	214,483	158,978
Net assets		
Without donor restrictions	411,369	394,615
With donor restrictions	31,550	52,017
Total net assets	442,919	446,632
Total liabilities and net assets	$ 657,402	$ 605,610

The accompanying notes are an integral part of these financial statements.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Statements of Operations

Years Ended June 30, 2019 and 2018

	2019	2018
Operating revenue		
Patient service revenue	$ 1,087,312	$ 780,442
Provision for bad debts	(56,516)	(54,531)
Net patient service revenue	1,030,796	725,911
Grants and other support	653,381	685,885
Other operating revenue	6,221	9,789
Net assets released from restriction for operations	10,600	19,390
Total operating revenue	1,700,998	1,440,975
Operating expenses		
Salaries and wages	1,039,296	884,127
Benefits	202,036	182,253
Contract services	162,339	163,581
Program supplies	71,353	71,540
Occupancy	75,444	74,622
Other operating expenses	142,471	170,905
Depreciation	15,030	41,484
Interest	5,518	-
Total operating expenses	1,713,487	1,588,512
Operating loss	(12,489)	(147,537)
Other revenue and gains		
Investment income	5,705	8,753
Change in fair value of investments	5,671	9,087
Total other revenue and gains	11,376	17,840
Deficiency of revenue over expenses	(1,113)	(129,697)
Net assets released from restriction for capital acquisition	17,867	2,150
Increase (decrease) in net assets without donor restrictions	$ 16,754	$ (127,547)

The accompanying notes are an integral part of these financial statements.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Statements of Changes in Net Assets

Years Ended June 30, 2019 and 2018

	2019	2018
Net assets without donor restrictions		
Deficiency of revenue over expenses	$ (1,113)	$ (129,697)
Net assets released from restriction for capital acquisition	17,867	2,150
Increase (decrease) in net assets without donor restrictions	16,754	(127,547)
Net assets with donor restrictions		
Contributions	8,000	36,438
Net assets released from restriction for operations	(10,600)	(19,390)
Net assets released from restriction for capital acquisition	(17,867)	(2,150)
(Decrease) increase in net assets with donor restrictions	(20,467)	14,898
Change in net assets	(3,713)	(112,649)
Net assets, beginning of year	446,632	559,281
Net assets, end of year	$ 442,919	$ 446,632

The accompanying notes are an integral part of these financial statements.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Statements of Cash Flows

Years Ended June 30, 2019 and 2018

	2019	2018
Cash flows from operating activities		
Change in net assets	$ (3,713)	$ (112,649)
Adjustments to reconcile change in net assets to net cash used by operating activities		
Provision for bad debts	56,516	54,531
Depreciation	15,030	41,484
Change in fair value of investments	(5,671)	(9,087)
Contributions for long-term purposes	(8,000)	(36,438)
(Increase) decrease in		
Patient accounts receivable	(95,796)	(30,773)
Grants receivable	44,514	(66,888)
Prepaid expenses	10,665	(12,557)
Increase (decrease) in		
Accounts payable and accrued expenses	(4,985)	2,197
Accrued payroll and related expenses	412	(10,717)
Deferred revenue	(39,922)	21,969
Net cash used by operating activities	(30,950)	(158,928)
Cash flows from investing activities		
Proceeds from sale of investments	66,254	254,861
Purchase of investments	(71,760)	(257,851)
Decrease (increase) in assets limited as to use	20,467	(14,898)
Capital expenditures	(33,797)	(6,339)
Net cash used by investing activities	(18,836)	(24,227)
Cash flows from financing activities		
Contributions for long-term purposes	8,000	36,438
Proceeds from line of credit	100,000	-
Net cash provided by financing activities	108,000	36,438
Net increase (decrease) in cash	58,214	(146,717)
Cash, beginning of year	29,622	176,339
Cash, end of year	$ 87,836	$ 29,622
Supplemental disclosures of cash flow information		
Cash paid for interest	$ 5,518	$ -

The accompanying notes are an integral part of these financial statements.

1. Summary of Significant Accounting Policies

Organization

White Mountain Community Health Center (the Center) is a non-profit corporation organized in New Hampshire. The Center's primary purpose is to provide comprehensive primary and preventative healthcare services to the residents in the town of Conway, New Hampshire, and surrounding communities.

The Center was granted Federally Qualified Health Center (FQHC) Look-Alike designation on March 26, 2018. While FQHC Look-Alikes do not receive Health Center Program grant funds provided to FQHCs, they are eligible to receive enhanced reimbursement under FQHC Medicare and Medicaid payment methodologies. FQHC Look-Alikes are also eligible to purchase discounted drugs through the 340B Federal Drug Pricing Program.

Recently Adopted Accounting Pronouncements

In August 2016, Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities* (Topic 958), which makes targeted changes to the not-for-profit financial reporting model. The ASU marks the completion of the first phase of a larger project aimed at improving not-for-profit financial reporting. Under the ASU, net asset reporting is streamlined and clarified. The existing three category classification of net assets is replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions." The guidance simplified and clarified gifts to acquire property, plant, and equipment and added new disclosures which highlight restrictions on the use of resources that make otherwise liquid assets unavailable for meeting near-term financial requirements. The ASU also imposes several new requirements related to reporting expenses. The Center has adjusted the presentation of these statements accordingly. The ASU has been applied retrospectively to all periods presented. The adoption of the ASU resulted in no impact to total net assets, results of operations or cash flows.

Basis of Presentation

The financial statements of the Center have been prepared in accordance with U.S. generally accepted accounting principles (U.S. GAAP), which require the Center to report information in the 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 Center. These net assets may be used at the discretion of the Center's management and the Board of Directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Center or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

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 the 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 statement of operations and changes in net assets as net assets released from restriction. Donor-restricted contributions whose restrictions are met in the same year as received are reflected as contributions without donor restrictions in the accompanying financial statements.

Income Taxes

The Center is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Center 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. Management has evaluated the Center's tax positions and concluded that the Center has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

Use of Estimates

The preparation of 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 financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Grants Receivable and Deferred Revenue

Grants receivable are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible. Grant revenue is recognized as revenue when expenditures are incurred. Grants whose restrictions are met within the same year as recognized are reported as unrestricted grant revenue in the accompanying financial statements. Deferred revenue represents unearned grants or contracts received in advance of expenditure.

Investments

The Center reports investments at fair value. Investments include assets held for long-term purposes. Accordingly, investments have been classified as non-current assets on the accompanying balance sheet regardless of maturity or liquidity. The Center has established policies governing long-term investments.

The Center has elected the fair value option for valuing its investments, which consolidates all investment performance activity within the other revenue and gains section of the statements of operations. The election was made because the Center believes reporting the activity as a single amount provides a clearer measure of the investment performance.

Investment income and the change in fair value are included in the deficiency of revenue over expenses, unless otherwise stipulated by the donor or State Law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility risks. 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 financial statements.

Assets Limited As To Use

Assets limited as to use are comprised of donor-restricted cash contributions and are excluded from cash for cash flow purposes.

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. Depreciation is computed on the straight-line method and is provided over the estimated useful life of each class of depreciable asset.

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as net assets without donor restrictions and excluded from the deficiency of revenue over expenses unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as net assets with donor restrictions. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

Deficiency of Revenue Over Expenses

The statements of operations reflect the deficiency of revenue over expenses. Changes in net assets without donor restrictions which are excluded from the deficiency of revenue over expenses, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through October 24, 2019, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

2. Availability and Liquidity of Financial Assets

The Center regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to optimize the investment of its available funds.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Center considers all expenditures related to its ongoing activities and general administration, as well as the conduct of services undertaken to support those activities to be general expenditures.

The Center had working capital of $79,125 and $92,315 at June 30, 2019 and 2018, respectively. The Center had average days (based on normal expenditures) cash and investments on hand of 79 and 72 at June 30, 2019 and 2018, respectively.

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses, scheduled principal payments on debt, and capital construction costs not financed with debt, were as follows as of June 30:

	2019	2018
Cash	$ 87,836	$ 29,622
Patient accounts receivable, net	109,155	69,875
Grants receivable	80,101	124,615
Investments	268,735	257,558
Assets limited as to use	31,550	52,017
Total financial assets	277,092	224,112
Less financial assets restricted for capital acquisition	21,201	34,288
Financial assets available to meet general expenditures within one year	$ 255,891	$ 189,824

The Center's goal is generally to have, at the minimum, the Health Resources and Services Administration recommended days cash on hand for operations of 30 days and 90 days cash in reserve.

The Center utilizes a line of credit to meet short-term needs, which has a maximum available balance of $100,000 and was fully extended at June 30, 2019. See Note 6 for information about this arrangement.

3. Patient Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances as follows at June 30:

	2019	2018
Gross patient accounts receivable	$ 229,826	$ 134,596
Less:		
Allowance for uncollectible accounts	(54,000)	(30,000)
Allowance for contractual adjustments	(66,671)	(34,721)
Patient accounts receivable, net	$ 109,155	$ 69,875

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. Gross accounts receivable due from the Medicaid and Medicare programs accounted for approximately 30% and 13%, respectively, of the Organization's gross accounts receivable at June 30, 2019 and 39% and 4%, respectively, for the year ended June 30, 2018. No other individual payers exceeded 10% of gross accounts receivable.

Management provides for probable uncollectible amounts by analyzing the Center's past history and identification of trends for all funding sources in the aggregate. In addition, patient balances in excess of 120 days are 100% reserved. Management regularly reviews data about revenue and collections in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts follows:

	2019	2018
Balance, beginning of year	$ 30,000	$ 17,862
Provision for bad debts	56,516	54,531
Write-offs	(32,516)	(42,393)
Balance, end of year	$ 54,000	$ 30,000

The allowance for uncollectible accounts as increased during the year as a result of an increase in the age of patient related receivable balances.

4. Investments and Fair Value Measurement

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 FASB ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The following table sets forth by level, within the fair value hierarchy, the Center's investments at fair value measured on a recurring basis:

	Investments at Fair Value as of June 30, 2019			
	Level 1	Level 2	Level 3	Total
Mutual funds	$ 268,735	$ -	$ -	$ 268,735

	Investments at Fair Value as of June 30, 2018			
	Level 1	Level 2	Level 3	Total
Cash and cash equivalents	$ 135	$ -	$ -	$ 135
Exchange traded funds	38,174	-	-	38,174
Mutual funds	219,249	-	-	219,249
Total investments	$ 257,558	$ -	$ -	$ 257,558

5. Property and Equipment

A summary of property and equipment is as follows:

	2019	2018
Building improvements	$ 28,879	$ 28,879
Furniture	44,855	44,855
Equipment	467,587	449,720
Total cost	541,321	523,454
Less accumulated depreciation	493,742	478,712
Total cost, less accumulated depreciation	47,579	44,742
Equipment not in service	15,930	-
Property and equipment, net	$ 63,509	$ 44,742

6. Line of Credit

The Center has a $100,000 unsecured line of credit available with a local bank with a maturity date of September 30, 2020. Interest on borrowings is charged at prime plus 2% (7.5% at June 30, 2019). The outstanding balance was $100,000 at June 30, 2019 and there was no outstanding balance at June 30, 2018.

7. Net Assets with Donor Restrictions

Net assets with donor restrictions are all temporary in nature and are available for the following purposes at June 30:

	2019	2018
Capital purchases	$ 21,201	34,288
Program activities	10,349	17,729
Total	$ 31,550	$ 52,017

8. Patient Service Revenue

Patient service revenue is as follows:

	2019	2018
Medicaid	$ 542,203	$ 341,269
Medicare	142,818	52,377
Third-party insurance	272,305	212,644
Patient pay	129,986	174,152
Total	$ 1,087,312	$ 780,442

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Center believes that it is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

Before achieving FQHC Look-Alike status, the Center was reimbursed based on specific fee schedules prescribed by Medicare and Medicaid. Under FQHC Look-Alike status, the Center is reimbursed as follows:

Medicare

The Center is reimbursed for the medical care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by Federal guidelines. Overall, reimbursement is subject to a maximum allowable rate per visit. The Center is required to file an annual cost report.

Medicaid

The Center is reimbursed for medical care of qualified patients on a prospective basis. The prospective payment is based on a geographically-adjusted rate determined by State guidelines.

Other Payers

The Center also has entered into payment agreements with certain commercial insurance carriers, health maintenance organizations, and preferred provider organizations. The basis for payment to the Center under these agreements are primarily based on contracted rates which may be less than the Center's established charges.

Charity Care

The Center provides care to patients who meet certain criteria under its sliding fee discount policy without charge or at amounts less than its established rates. Because the Center does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue. The Center estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for the sliding fee discount. The estimated cost of providing services to patients under the Center's charity care policy amounted to $131,132 in 2019 and $90,994 in 2018.

The Center is able to provide these services with a component of funds received through local community support.

9. Functional Expenses

The Center provides various services to residents within its geographic location. As the Center is a service organization, expenses are allocated between healthcare services and administrative support based on the percentage of direct care wages to total wages, with the exception of program supplies which are 100% healthcare in nature.

Expenses related to providing these services are as follows for the years ended June 30:

	Healthcare Services	Administrative Support	Total
2019:			
Salaries and wages	$ 925,491	$ 113,805	$ 1,039,296
Benefits	171,053	30,983	202,036
Contract services	144,563	17,776	162,339
Program supplies	71,353	-	71,353
Occupancy	67,183	8,261	75,444
Other operating expenses	126,870	15,601	142,471
Depreciation	13,384	1,646	15,030
Interest	4,914	604	5,518
Total operating expenses	$ 1,524,811	$ 188,676	$ 1,713,487
2018:			
Salaries and wages	$ 758,868	$ 125,259	$ 884,127
Benefits	150,628	31,625	182,253
Contract services	140,401	23,180	163,581
Program supplies	71,540	-	71,540
Occupancy	64,050	10,572	74,622
Other operating expenses	146,881	24,024	170,905
Depreciation	35,606	5,878	41,484
Total	$ 1,367,974	$ 220,538	$ 1,588,512

10. Malpractice Claims

The Center insures its medical malpractice risks on a claims-made basis. There were no known malpractice claims outstanding at June 30, 2019 which, in the opinion of management, will be settled for amounts in excess of insurance coverage nor are there any unasserted claims or incidents which require loss accrual. The Center intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

11. Retirement Plan

The Center has adopted a 403(b) retirement plan covering substantially all employees. Contributions by the Center to the plan amounted to $13,797 in 2019 and $12,665 in 2018.

12. Donations In-Kind

The Memorial Hospital (TMH) provides the Center with office and clinic space located in Conway, New Hampshire at no cost. In-kind contributions from TMH to the Center amounted to $59,004 for the years ended June 30, 2019 and 2018 which is included in grants and other support and occupancy in the statements of operations.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER
Whole Person. Whole Family. Whole Valley.
298 White Mt. Hwy • PO Box 2800 • Conway, NH 03818 • 603-447-8900

Board Roster January 2020

Name, Office	Profession, place of work	Town
Mackie, Christen President	Camp and Operations Director Geneva Point Center	Fryeburg, ME
Bella, Jen Vice President	Licensed Clinical Social Worker Self-employed	Denmark, ME
Zakon, Angela Treasurer	Senior Accountant Leone, McDonnell & Roberts	Center Conway, NH
Carter, Amy Secretary	Librarian Cook Memorial Library	Tamworth, NH
Arsenault, Patricia	Student Licensed nurse/phlebotomist	Tamworth, NH
Champagne, Peter	District Manager White Mountain Subways LLC	Madison, NH
Cradock, Jack	Health Care Consultant The Galway Group	Conway, NH
Rowe, Elizabeth	HR Director Squam Lakes Natural Science Center	Tamworth, NH
Wong, Christopher	Teacher Conway School District	Conway, NH
Leonard, Leslie, Ex-Officio	*Attorney* *Cooper Cargill Chant*	*Intervale, NH*

KENNETH PORTER JR

[redacted]

Professional Summary

Skilled senior Navy leader with 33 years of proven progressive leadership of high performing units at sea, shore, and in combat. Seeking position offering new growth opportunities and professional challenges.

Skills

- Proven leader
- Strategic thinker
- High attention to detail
- Clinic management
- Lean Six Sigma
- Calm under pressure
- Leader in Change
- Program evaluator
- Environmental Health and Safety
- Operations management
- Emergency Managment
- Produces leaders
- Strong Computer skills
- Independent duty Corpsman

Work History

Command Master Chief, 2014 to Current

US Navy

- Senior Enlisted Leader for all Naval Reserve assets in the State of Rhode Island
- Training team leader Mid-Atlantic Region
- Senior Mentor for Navy Senior Enlisted Leaders in the United States
- Secretary of Defense Reserve Policy board

Command Master Chief Mid-Atlantic Region, 2011 to 2014

US Navy

- Senior Enlisted Leader for all Navy Reserve personnel attached to 13 states
- Senior Enlisted Leader for 100 Sailors responsible for administration of the region.

Command Master Chief Marine Forces Reserve (MFR), 2008 to 2011

US Navy

- Nationwide Senior Enlisted leadership of all Naval medical assets attached to MFR in every state consisting of thousands of Sailors and Marines
- Senior Enlisted for Medical and Dental support to the entire Marine Force Reserve (MFR)
- Pentagon level process improvement and policy boards
- Advisor to Commanding General
- Multiple law, policy, and manpower boards directly for Chief of Naval Operations and Commandant of the Marine Corps

Command Senior Chief, 2004 to 2008

US Navy

- Medical provider
- Manager of 6 Battalion Aid clinics and 200 plus Corpsman
- Team lead for Antarctic supply mission
- Combat deployment leading multi-national team

Independent Duty Corpsman/Senior Medical Department Representative, 2001 to 2004

USS Sides FFG14/ USSMcClusky FFG41 – US Navy

- Medical provider for two Navy ships with 250 plus crew each
- Medical, Admin, Supply, and Navigational Department Manager of 14 Sailors
- Routine and trauma care
- Combat deployments worldwide
- Leader of 4 training teams
- Only Enlisted Department head responsible for all aspects of an operational medical department.

- Engineering Officer of the watch, Maintenance manager, Damage Control Leader

Regimental Command Chief, 1993 to 2001
US Navy
- Command Chief responsible for management of 160 plus Corpsman providing Medical, Dental, Safety and Occupational Health programs for 960 plus Marines and four clinics
- Operation Desert Storm
- Medical clinic Management
- Preventive, routine, and trauma/combat medical care

Combat Corpsman, 1983 to 1993
US Navy
- Combat Corpsman with various units in the United states.
- Squad level leadership of up to 20 people
- Management of medical supplies
- Training Petty Officer
- Navy Occupational Safety and Health (NAVOSH) program manager

Education

Leadership at the Flag Officer Level: 2011
National Defense University -

MBA: Strategic Leadership, 2010
Touro University International -

Command Master Chief/ Chief of the Boat: 2009
Navy War College -

Bachelor of Science: Health Care Administration, 2008
Touro University International -

Senior Enlisted Leadership: 2007
Navy Senior Enlisted Academy -

Accomplishments

- Active Top Secret (TS/SCI) clearance
- Summa Cum Laude Touro University International MBA
- Legion of Merit (Nations 6th highest award) for leadership at the National level
- Lean Six Sigma
- Various courses in leadership, medical, and process improvement
- Various other personal and campaign awards

Julie Everett Hill, R.N.

[redacted]

Profile

I am a Registered Nurse with a current New Hampshire license, and the director of operations at a rural community health center. I enjoy the dynamic nature of community health nursing, and the opportunity it provides to view the family as a whole when planning and providing care. My interests include asthma education, mental health and nutrition.

Experience

White Mountain Community Health Center, Conway, NH

December 2014-Present: Director of Operations

Coordinate provision of all programs (Family Planning, STD/HIV, BCCSP, Prenatal, Pediatrics, Primary Care, and Teen Clinic). Supervise all clinical, medical records, and front office staff. Coordinate and ensure adequate staffing schedules for clinical staff. Assist in budget preparation as needed. Represent the health center publically at forums and events. Responsible for the implementation of electronic health record and the ongoing customization of the program to ensure appropriate documentation of patient care, meet program reporting needs and facilitate efficient staff workflow across the agency.

2011 to 2014: Director of Clinical Services

Coordinate provision of all programs (Family Planning, STD/HIV, BCCSP, Prenatal, Pediatrics, Primary Care, and Teen Clinic). Supervise all clinical staff. Coordinate and ensure adequate staffing schedules for clinical staff. Perform annual clinical staff evaluations. Assist in budget preparation as needed. Assist Medical Director when seeing patients.

2009-2011: Registered Nurse

Primary care and family planning focus, with patient population newborn through geriatric. Strong focus on patient education, including asthma education and diabetic teaching. Other roles include triage and prioritization of care and coordination of patient care with resources both within and outside of the clinic.

Memorial Hospital, North Conway, NH

June 2007-June 2010: Registered Nurse

Medical Surgical nursing care of a broad range of patients from pediatric to geriatric. Roles included assessment of care of acutely ill patients with medical, surgical and/or orthopedic diagnoses. Patient education, care planning, complete patient assessment and accurate documentation in EMR were integral parts of this position.

May 2006-June 2007: Licensed Practical Nurse

Medical Surgical and some post-partum and newborn nursing care under the supervision of a Registered Nurse.

February 2001-May 2006: LNA/Unit Secretary

Unit Secretary/LNA in fast-paced medical surgical unit. Duties included transcribing doctor's orders, managing patient records, answering and directing phone calls, assisting nurses with order entry and facilitating communication between departments.

Education

Saint Anselm College; Advanced Nursing Leadership Program: 2013
NHCTC, Berlin, NH: Associates Degree in Science, Nursing; May 17, 2007, Phi Theta Kappa Honor Society
Southern Maine Technical College, Portland, ME: Nursing Assistant Certificate 1994
University of Southern Maine: 1992-1993
Certifications and relevant continuing education include:

- North Country Health Consortium Public Health Training Center: Community Health Assessment and Improvement Modules 1-4, 2013
- Yellow Belt- LEAN Systems Training for Quality Improvement: September 2013
- Nutrition and Physical Activity Self-Assessment for Child Care (NAP SACC) consultant training certificate; June 2013
- Current BLS
- Asthma Educators Institute 2010
- Diabetes Nurse Champion, September 2008
- WIC Breastfeeding Peer Counselor Certification, November 2000

Personal/Community

Mount Washington Valley Toastmasters #3596556: President, Charter member
Swift River CrossFit: CFL1 Trainer

Deborah Cross, RN, MSN

EDUCATION

University of California, San Francisco
Master of Science in Nursing, Family Nurse Practitioner Specialty. June 2009.

Louisiana State University Medical Center, New Orleans
Associate of Science in Nursing, May 1996.

Rutgers University, New Brunswick, NJ.
Bachelor of Arts, Psychology major, May 1994.

FAMILY NURSE PRACTITIONER CLINICAL RESIDENCIES

Family Health Center, San Francisco General Hospital, 11/08 – 5/ 09.
Silver Avenue Health Center, San Francisco, 4/09 – 6/09.

- Provided primary care services to culturally diverse, low-income populations.
- Managed complex patients with multiple problems, i.e. uncontrolled diabetes & hypertension, depression, anxiety, chronic pain, and substance abuse.

Roseland Children's Health Center, Santa Rosa, 4/08 - 6/08.
Clinica de La Raza, Oakland, 4/09 – 6/09.

- Conducted newborn, infant, child & adolescent assessment and well child examinations.
- Diagnosed and prescribed treatment for common acute complaints, i.e. otitis media, strep throat.
- Managed common chronic conditions, i.e. asthma, atopic dermatitis.
- Predominantly Spanish speaking, low-income populations.

Young Women's Program, University of California, San Francisco, 1/09 – 4/09.

- Provided Ob/Gyn services to high risk teens & young adults.
- Received training in Mirena insertion.

Bolinas Community Health Center, Bolinas, 9/08 – 12/08.

- Provided primary care services to a rural coastal community.

Breast Center, University of California, San Francisco, 9/08 – 12/08.

- Assessed patients with abnormal mammograms or breast exams.
- Assessed patients with increased breast cancer risk due to family history.
- Assessed patients status post breast cancer treatment.

Kaiser Permanente Medical Group Women's Health Center, San Francisco, 1/09 – 4/09

- Provided routine obstetric (prenatal and postpartum care) and gynecologic care for various women's health issues.

Spine Center, University of California, San Francisco, 1/08 – 4/08.

- Performed neurological examinations & recorded patient histories.
- Performed trigger point and bursal injections.
- Assessed patients coping with chronic pain and physical disability.

RN EXPERIENCE

St. Luke's Hospital, San Francisco, 6/03 – 6/09.
Emergency Department, staff nurse.

- Worked with primarily Spanish speaking low-income patients who did not have access to primary care

Common Ground Clinic, New Orleans, 4/06 – 6/06.

- RN volunteer
- Triaged patients presenting with acute and chronic health problems after Hurricane Katrina
- Provided diabetic education, healthy lifestyle instruction, and grief counseling

Women's Choice Clinic, Oakland, Ca. 9/06 – 5/08.

- RN volunteer
- Provided abortion education & counseling
- Taught phlebotomy skills to other volunteers

Veteran's Administration Medical Center, San Francisco, 9/02 – 6/03.
Transitional Care Unit, staff nurse – travel assignment.

- Provided care to acutely ill adults transitioning from ICU to med/surg.
- ICU & ER float.

St. Mary's Medical Center, Reno 6/99 – 8/02.
ICU & Emergency Department, staff nurse.

Primary Children's Hospital, Salt Lake City, 5/98 – 5/99.
Medical/Surgical, staff nurse.

- Cared for acutely ill infants, children, & adolescents.

University Hospital, Salt Lake City, 1/97 – 5/99.
Telemetry, staff nurse.

- Member of the end of life committee.

CERTIFICATIONS

- Basic Life Support
- Advanced Cardiovascular Life Support
- Pediatric Advanced Life Support

LANGUAGE SKILLS

- Intermediate Spanish

Cynthia McGee

[redacted]

Board-certified Family Nurse Practitioner, motivated to work within the medical home model, or other Primary care setting, in order to build strong relationships within the health care team, patients and families. Able to integrate decades of experience from multiple levels of patient care to provide a home base for patients, as well as being an advocate, in order to achieve best possible outcomes.

Willing to relocate: Anywhere
Authorized to work in the US for any employer

WORK EXPERIENCE

Registered Nurse, Adolescent population, Per Diem

Scarborough School Department - Scarborough, ME -

2013 - Present

Care of children from kindergarten to 12th grade, addressing minor and major health and psychiatric issues as well as screening, education, and prevention.

Registered Nurse, Per Diem

Maine Medical Partners Urology - South Portland, ME -

2009 - 2015

Patient care ranging from infant to geriatric. This role included assessment, guidance, education, preoperative and post-surgical follow up, cancer treatments, and guidance on a wide variety of urological illness.

Registered Nurse, Adolescent population, Per Diem

CCS Correct Care Solutions - South Portland, ME -

2013 - 2014

Health care that included but not limited to compassionate and timely assessment, diagnosis, treatment, and education of minor and major injures as well as psychiatric well while maintaining safety.

Registered Nurse, Acute Detoxification Unit. Charge nurse

Mercy Hospital - Portland, ME -

2003 - 2008-05

in acute care involving physical; emotional, and spiritual illness that incorporated synthesis of history, physical and treatments, as well as the ability to note and address life threatening physical and psychological issues in a timely manner. Highly effective communication skill and the ability to work within a treatment team.

Registered Nurse

Diversified Staffing Group - Portland, ME -

2001 - 2008

High quality care in many medical disciplines such as medical, surgical units, which included infant to geriatric, as well as Orthopedics, Neurology, PACU, Nursing Home Care, Skilled Care, Pediatrics, and Physical Rehabilitation.

Registered Nurse, Orthopedics/ Neurological Trauma

Maine Medical Center - Portland, ME -

2000 - 2002

Assessment and treatment of complex, multi-trauma, and post-operative orthopedic and neurologically compromised patients.

EDUCATION

Masters of Science in Nursing

Husson University

2014-09 - 2017-12

1 College Circle Bangor - Bangor, ME

2017-12

Bachelors in Science

University of Southern Maine - Portland, ME

2008-09 - 2013-05

Associates in Nursing

Central Maine Medical Center School of Nursing - Lewiston, ME

1998-08 - 2000-05

NURSING LICENSES

RN

Expires: 2019-08

State: ME

SKILLS

FNP certification ANCC

CERTIFICATIONS

BLS for Healthcare Providers (CPR and AED)

2017-05 - 2019-05

ADDITIONAL INFORMATION

Member for the American Association of Nurse Practitioners and the Maine Nurses Association.

Sohaib Siddiqui, MD | Curriculum Vitae

Professional Experience

Androscoggin Valley Hospital. Berlin, NH 01/15 to present
Hospitalist

Mayo Regional Hospital. Dover-Foxcroft, ME 01/12 to 12/14
Hospitalist

Saco River Medical Group. Conway, NH 07/07 to 12/12

Family Physician

Memorial Hospital. North Conway, NH

Hospitalist

7/07 to 12/12

Education

Stony Brook Family Medicine Residency. Stony Brook, NY 07/04 to 06/07
Chief Resident and residency

Saint James Medical School. Netherland Antilles 09/00 to 12/03
Doctor of Medicine

Procedures

Central Lines, PICC lines, endotracheal intubation, cardiac stress testing. Ventilator management, adult/pediatric/neonatal resusitation.

References available upon request.

CONTRACTOR NAME

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

MCH – Primary Care - Plan Year FY20-21-22
April 1, 2020 thru 03-31-2022

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Porter, Kenneth R. Jr	Executive Director	$91,000	0.0	0.00
Hill, JulieAnn	Dir. of Operations	$61,880	10.0	$6,188
Cross, Deborah	NPRN	$87,360	22.8	$19,968
McGee, Cynthia	NPRN	$74,880	0.0	0.00
Siddiqui, Dr. Sohaib	Physician – MD	$93,600	22.2	$20,800

***As requested by Julie Hill on 05/17/17 to include in document package she is preparing to furnish to dhhs… CLR

MLC
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Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

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29 HAZEN DRIVE, CONCORD, NH 03301
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May 31, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into **retroactive** agreements with the fifteen (15) vendors, as listed in the tables below, for the provision of primary health care services that include preventive and episodic health care for acute and chronic health conditions for people of all ages, statewide; including pregnant women, children, adolescents, adults, the elderly and homeless individuals, effective **retroactive** to April 1, 2018 upon Governor and Executive Council approval through March 31, 2020. 26% Federal Funds and 74% General Funds.

Primary Care Services			
Vendor	**Vendor Number**	**Location**	**Amount**
Ammonoosuc Community Health Services, Inc.	177755-R001	25 Mount Eustis Road, Littleton, NH 03561	$373,662
Coos County Family Health Services, Inc.	155327-B001	133 Pleasant Street, Berlin, NH 03570	$213,277
Greater Seacoast Community Health	154703-B001	311 Route 108, Somersworth, NH 03878	$1,017,629
HealthFirst Family Care Center	158221-B001	841 Central Street, Franklin, NH 03235	$477,877
Indian Stream Health Center	165274-B001	141 Corliss Lane, Colebrook, NH 03576	$157,917

Lamprey Health Care, Inc.	177677-R001	207 South Main Street, Newmarket, NH 03857	$1,049,538
Manchester Community Health Center	157274-B001	145 Hollis Street, Manchester NH 03101	$1,190,293
Mid-State Health Center	158055-B001	101 Boulder Point Drive, Suite 1, Plymouth, NH 03264	$306,570
Weeks Medical Center	177171-R001	170 Middle Street, Lancaster, NH 03584/PO Box 240, Whitefield, NH 03598	$180,885
Sub-Total			***$4,967,648***

Primary Care Services for Specific Counties			
Vendor	**Vendor Number**	**Location**	**Amount**
Manchester Community Health Center	157274-B001	145 Hollis Street, Manchester NH 03101	$80,000
Concord Hospital	177653-B011	250 Pleasant St, Concord, NH 03301	$484,176
White Mountain Community Health Center	174170-R001	298 White Mountain Highway, PO Box 2800, Conway, NH 03818	$352,976
Sub-Total			***$917,152***

Primary Care Services for the Homeless			
Vendor	**Vendor Number**	**Location**	**Amount**
Greater Seacoast Community Health	154703-B001	311 Route 108, Somersworth, NH 03878	$146,488
Harbor Homes, Inc.	155358-B001	77 Northeastern Blvd, Nashua, NH 03062	$150,848
Sub-Total			***$297,336***

Primary Care Services for the Homeless – Sole Source for Manchester Department of Public Health			
Vendor	**Vendor Number**	**Location**	**Amount**
Manchester Health Department	177433-B009	1528 Elm Street, Manchester, NH 03101	$155,650
Sub-Total			***$155,650***
Primary Care Services Total Amount			**$6,337,786**

Funds are available in the following account for State Fiscal Years 2018 and 2019, and anticipated to be available in State Fiscal Year 2020, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

05-95-90-902010-51900000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, MATERNAL - CHILD HEALTH

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Svcs	90080100	$792,224
2019	102-500731	Contracts for Program Svcs	90080100	$3,168,891
2020	102-500731	Contracts for Program Svcs	90080100	$2,376,671
Total				**$6,337,786**

EXPLANATION

This request is **retroactive** as the Request for Proposals timeline extended beyond the expiration date of the previous primary care services contracts. The Request for Proposals was reissued to ensure that services would be provided in specific counties and in the City of Manchester, where the need is the greatest. Continuing this service without interruption allows for the availability of primary health care services for New Hampshire's most vulnerable populations who are at disproportionate risk of poor health outcomes and limited access to preventative care.

The agreement with the Manchester Health Department is **sole source**, as it is the only vendor capable and amenable to provide primary health care services to the homeless population of the City of Manchester. This community has been disproportionately impacted by the opioid crisis; increasing health risks to individuals who experience homelessness.

The purpose of these agreements is to provide primary health care services that include preventive and ongoing heath care for acute and chronic health conditions for people of all ages, including pregnant women, children, adolescents, adults, the elderly and the homeless. Primary and preventative health care services are provided to underserved, low-income and homeless individuals who experience barriers to accessing health care due to issues such as lack of insurance, inability to pay, limited language proficiency and geographic isolation. Primary care providers provide an array of enabling patient-centered services such as care coordination, translation services, transportation, outreach, eligibility assistance, and health education. These services assist individuals in overcoming barriers to achieve their optimal health.

Primary Care Services vendors were selected for this project through competitive bid processes. The Request for Proposals for Primary Care Services was posted on the Department of Health and Human Services' website from December 12, 2017 through January 23, 2018. A separate Request for Proposals to address a deficiency in Primary Care Services for specific counties was posted on the Department's website from February 12, 2018 through March 2, 2018. Additionally, the Request for Proposals for Primary Care Services for the Homeless was posted on the Department's website from January 26, 2018 through March 13, 2018.

The Department received fourteen (14) proposals. The proposals were reviewed and scored by a team of individuals with program specific knowledge. The Score Summaries are attached. A separate sole source agreement is requested to address the specific need of the homeless population of the City of Manchester.

As referenced in the Request for Proposals and in Exhibit C-1, Revisions to General Provisions, these Agreements reserve the option to extend contract services for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The Department will directly oversee and manage the contracts to ensure that quality improvement, enabling and annual project objectives are defined in order to measure the effectiveness of the program.

Should the Governor and Executive Council not authorize this request, the Department may be unable to ensure preventive and regular health care for acute and chronic health conditions for low income and homeless individuals of all ages, including pregnant women, children, adolescents, adults, and the elderly throughout the state.

Area served: Statewide.

Source of Funds: 26% Federal Funds from the US Department of Health and Human Services, Human Resources & Services Administration (HRSA), Maternal and Child Health Services (MCHS) Catalog of Federal Domestic Assistance (CFDA) #93.994, Federal Award Identification Number (FAIN), B04MC30627 and 74% General Funds.

In the event that Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,

Lisa Morris, MSSW
Director

Approved by:
Jeffrey A. Meyers
Commissioner

FORM NUMBER P-37 (version 5/8/15)

Subject: Primary Care Services for Specific Counties (RFP-2018-DPHS-28-PRIMA)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name White Mountain Community Health Center		1.4 Contractor Address PO Box 2800, Conway, NH 03818	
1.5 Contractor Phone Number 603-447-8900	1.6 Account Number 05-95-90-902010-51900000-102-500731	1.7 Completion Date March 31, 2020	1.8 Price Limitation $352,976
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Kenneth Porter Executive Director	

1.13 Acknowledgement: State of NH, County of Carroll

On April 11, 2018, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

DIANE BROTHERS, Notary Public
My Commission Expires August 5, 2019

[Seal] Diane Brothers

1.13.2 Name and Title of Notary or Justice of the Peace

Diane Brothers, Notary

1.14 State Agency Signature Date: 4/26/18	1.15 Name and Title of State Agency Signatory LISA MORRIS Director, DPHS

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 5/22/18

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials [illegible]
Date [illegible]

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials IDP
Date 04/14/15

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials _____
Date 04/11/18

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered. The Department shall be the payor of last resort.

1.4. Preventative and Primary Health Care, as well as related Care Management and Enabling Services shall be provided to individuals of all ages, statewide, who are:

1.4.1. Uninsured.

1.4.2. Underinsured.

1.4.3. Low-income (defined as <185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines.

1.5. The Contractor shall remain in compliance with all applicable state and federal laws for the duration of the contract period, including but not limited to:

1.5.1. NH RSA 141-C and Administrative Rule He-P 301, adopted 6/3/08, which requires the reporting of all communicable diseases.

1.5.2. NH RSA 169:C, Child Protection Act; NH RSA 161-F46, Protective Services to Adults, NH RSA 631:6, Assault and Related Offences, and RSA 130:A, Lead Paint Poisoning and Control.

1.5.3. NH RSA 141-C and the Immunization Rules promulgated, hereunder.

2. Eligibility Determination Services

2.1. The Contractor shall notify the Department, in writing, if access to Primary Care Services for new patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

2.2. The Contractor shall assist individuals with completing a Medicaid/Expanded Medicaid and other health insurance application when income calculations indicate possible Medicaid eligibility.

2.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered.

2.4. The Contractor shall post a notice in a public and conspicuous location noting that no individual will be denied services for an inability to pay.

2.5. The Contractor shall develop and implement a sliding fee scale for services in accordance with the Federal Poverty Guidelines. The Contractor shall make the sliding fee scale available to the Department upon request.

3. Primary Care Services

3.1. The Contractor shall ensure primary care services are provided by a New Hampshire licensed Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Advanced Practice Registered Nurse (APRN) or Physician Assistant (PA) to eligible individuals in the service area.

3.2. The Contractor shall ensure primary care services include, but are not limited to:

3.2.1. Reproductive health services.

3.2.2. Perinatal health services including but not limited to access to obstetrical services either on-site or by referral.

3.2.3. Preventive services, screenings and health education in accordance with established, documented state or national guidelines.

3.2.4. Integrated behavioral health services.

3.2.5. Pathology, radiology, surgical and CLIA certified laboratory services either on-site or by referral.

3.2.6. Assessment of need and follow-up/referral as indicated for:

3.2.6.1. Tobacco cessation, including referral to QuitWorks-NH, www.QuitWorksNH.org.

3.2.6.2. Social services.

3.2.6.3. Chronic Disease management, including disease specific referral and self-management education such as referral to Diabetes Self-Management Education (DSME) as recommended by American Diabetes Association (ADA).

3.2.6.4. Nutrition services, including Women, Infants and Children (WIC) Food and Nutrition Service, as appropriate;

3.2.6.5. Screening, Brief Intervention and Referral to Treatment (SBIRT) services, including but not limited to contact with the Regional Public Health Network Continuum of Care Development Initiative.

3.2.6.6. Referrals to health, home care, oral health and behavioral health specialty providers who offer sliding scale fees, when available.

3.3. The Contractor shall provide care management for individuals enrolled for

primary care services, which includes, but is not limited to:

3.3.1. Integrated and coordinated services that ensure patients receive necessary care, including behavioral health and oral care when and where it is needed and wanted, in a culturally and linguistically appropriate manner.

3.3.2. Access to a healthcare provider by telephone twenty-four (24) hours per day, seven (7) days per week, directly, by referral or subcontract.

3.3.3. Care facilitated by registries; information technology; health information exchanged.

3.4. The Contractor shall provide and facilitate enabling services, which are non-clinical services that support the delivery of basic primary care services, and facilitate access to comprehensive patient care as well as social services that include, but are not limited to:

3.4.1. Benefit counseling.

3.4.2. Health insurance eligibility and enrollment assistance.

3.4.3. Health education and supportive counseling.

3.4.4. Interpretation/translation for individuals with Limited English Proficiency or other communication needs.

3.4.5. Outreach, which may include the use of community health workers.

3.4.6. Transportation.

3.4.7. Education of patients and the community regarding the availability and appropriate use of health services.

3.4.8. The Contractor will submit at least one annual Workplan that includes a detailed description of the enabling services funded by this contract. This shall be developed and submitted according to the schedule and instructions provided by MCHS. The vendor will be notified at least thirty (30) days in advance of any changes in the submission schedule.

4. Quality Improvement

4.1. The Contractor shall develop, define, facilitate and implement a minimum of two (2) Quality Improvement (QI) projects, which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of targeted patient groups.

4.1.1. One (1) quality improvement project must focus on the performance measure as designated by MCHS. (Defined as Adolescent Well Visits for SFY 2018 – 2019)

4.1.2. The other(s) will be chosen by the vendor based on previous performance outcomes needing improvement.

4.2. The Contractor shall utilize Quality Improvement Science to develop and implement a QI Workplan for each QI project. The QI Workplan will include:

4.2.1. Specific goals and objectives for the project period; and

4.2.2. Evaluation methods used to demonstrate improvement in the quality, efficiency, and effectiveness of patient care.

4.3. The Contractor shall include baseline measurements for each area of improvement identified in the QI projects, to establish health care services and health status of targeted patient groups to be improved upon.

4.4. The Contractor may utilize activities in QI projects that enhance clinical workflow and improve patient outcomes, which may include, but are not limited to:

4.4.1.1. EMR prompts/alerts.

4.4.1.2. Protocols/Guidelines.

4.4.1.3. Diagnostic support.

4.4.1.4. Patient registries.

4.4.1.5. Collaborative learning sessions.

5. Staffing

5.1. The Contractor shall ensure all health and allied health professions have the appropriate, current New Hampshire licenses whether directly employed, contracted or subcontracted.

5.2. The Contractor shall employ a medical services director with special training and experience in primary care who shall participate in quality improvement activities and be available to other staff for consultation, as needed.

5.3. The Contractor shall notify the Maternal and Child Health Section (MCHS), in writing, of any newly hired administrator, clinical coordinator or any staff person essential to providing contracted services and include a copy of the individual's resume, within thirty (30) days of hire.

5.4. The Contractor shall notify the MCHS, in writing, when:

5.4.1. Any critical position is vacant for more than thirty (30) days;

5.4.2. There is not adequate staffing to perform all required services for any period lasting more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

6. Coordination of Services

6.1. The Contractor shall participate in activities within their Public Health Region, as appropriate, to enhance the integration of community-based public health prevention and healthcare initiatives being implemented, including but not limited to:

6.1.1. Community needs assessments;

6.1.2. Public health performance assessments; and

6.1.3. Regional health improvement plans under development.

6.2. The Contractor shall participate in and coordinate public health activities, as requested by the Department, during any disease outbreak and/or emergency that affects the public's health.

7. Required Meetings & Trainings

7.1. The Contractor shall attend meetings and trainings facilitated by the MCHS programs that include, but are not limited to:

7.1.1. MCHS Agency Directors' meetings;

7.1.2. MCHS Primary Care Coordinators' meetings, which are held two (2) times per year, which may require attendance by agency quality improvement staff; and

7.1.3. MCHS Agency Medical Services Directors' meetings.

8. Workplans, Outcome Reports & Additional Reporting Requirements

8.1. The Contractor shall collect and report data as detailed in Exhibit A-1 "Reporting Metrics" according to the Exhibit A-2 "Report Timing Requirements".

8.2. The Contractor shall submit reports as defined within Exhibit A-2 "Report Timing Requirements".

8.3. The Contractor shall submit an updated budget narrative, within thirty (30) days of the contract execution date and annually, as defined in Exhibit A-2 "Report Timing Requirements". The budget narrative shall include, at a minimum;

8.3.1. Staff roles and responsibilities, defining the impact each role has on contract services;

8.3.2. Staff list, defining;

8.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

8.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

8.4. In addition to the report defined within Exhibit A-2 "Report Timing Requirements", the Contractor shall submit a Sources of Revenue report at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

9. On-Site Reviews

9.1. The Contractor shall permit a team or person authorized by the Department to periodically review the Contractor's:

9.1.1. Systems of governance.

9.1.2. Administration.

9.1.3. Data collection and submission.

9.1.4. Clinical and financial management.

9.1.5. Delivery of education services.

9.1.6. Delivery of Primary Care Services within the Specific County of service

9.2. The Contractor shall cooperate with the Department to ensure information needed for the reviews is accessible and provided. The Contractor shall ensure information includes, but is not limited to:

9.2.1. Client records.

9.2.2. Documentation of approved enabling services and quality improvement projects, including process and outcome evaluations.

9.3. The Contractor shall take corrective actions, as advised by the review team, if services provided are not in compliance with the contract requirements.

10. Performance Measures

10.1. The Contractor shall ensure that the following performance indicators are annually achieved and monitored quarterly to measure the effectiveness of the agreement:

10.1.1. Annual improvement objectives shall be defined by the vendor and submitted to the Department. Objectives shall be measurable, specific and align to the provision of primary care services defined within Exhibit A-1 "Reporting Metrics"

Exhibit A-1 – Reporting Metrics

1. **Definitions**

1.1. **Measurement Year** – Measurement Year consists of 365 days and is defined as either:

1.1.1. The calendar year, (January 1st through December 31st); or

1.1.2. The state fiscal year (July 1st through June 30th).

1.2. **Medical Visit** – Medical visit is defined as any office visit including all well-care and acute-care visits.

1.3. **HEDIS** – Healthcare Effectiveness Data and Information Set

1.4. **NQF** – National Quality Forum

1.5. **Title V** – Federal Maternal and Child Health Services Block Grant

1.6. **UDS** – Uniform Data System

1.7. **NH MCHS** – New Hampshire Maternal and Child Health Section

2. **MCHS PRIMARY CARE PERFORMANCE MEASURES**

2.1. **Breastfeeding**

2.1.1. Percent of infants who are ever breastfed (Title V PM #4).

2.1.1.1. Numerator: All patient infants who were ever breastfed or received breast milk.

2.1.1.2. Numerator Note: The American Academy of Pediatrics recommends all infants exclusively breastfeed for about six (6) months as human milk supports optimal growth and development by providing all required nutrients during that time.

2.1.1.3. Denominator: All patient infants born in the measurement year.

2.2. **Preventive Health: Lead Screening**

2.2.1. Percent of children three (3) years of age who had two (2) or more capillary or venous lead blood test for lead poisoning by their third birthday. (NH MCHS).

2.2.1.1. Numerator: All patient children who received at least one capillary or venous lead screening test between nine (9) months to eighteen (18) months of age **AND** one (1) capillary or venous lead screening test between nineteen (19) to thirty (30) months of age.

2.2.1.2. Denominator: All patient children who turned three (3) years old during the measurement year that had at least one (1) medical visit during the measurement year.

Contractor Initials: KSB
Date: 04/11/18

2.3. **Preventive Health: Adolescent Well-Care Visit**

2.3.1. Percent of adolescents, twelve (12) through twenty-one (21) years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year (HEDIS).

2.3.1.1. Numerator: Number of adolescents, ages 12 through 21 years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year.

2.3.1.2. Denominator: Number of patient adolescents, ages 12 through 21 years of age by the end of the measurement year.

2.4. **Preventive Health: Depression Screening**

2.4.1. Percentage of patients ages twelve (12) and older screened for clinical depression using an age appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NQF 0418, UDS).

2.4.1.1. Numerator: Patients twelve (12) years and older who are screened for clinical depression using an age-appropriate standardized depression screening tool **AND** if positive, a follow-up plan documented.

2.4.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented follow-up plan.

2.4.1.3. Denominator: All patients twelve (12) years and older by the end of the measurement year who had at least one (1) medical visit during the measurement year.

2.4.1.4. Denominator Exception: Depression screening not performed due to medical contraindicated or patient refusal.

2.4.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as suicide risk assessment and/or referral to practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.4.2. Maternal Depression Screening

2.4.2.1. Percentage of women who are screened for clinical depression during any visit up to twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NH MCHS).

2.4.2.1.1. Numerator: Women who are screened for clinical depression during the first twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if screened positive have documented follow-up plan.

2.4.2.1.2. Numerator Note: Numerator includes women who screened negative PLUS women who screened positive AND have documented follow-up plan.

2.4.2.1.3. Denominator: All women who had any office visit up to twelve (12) weeks following delivery during the measurement year.

2.4.2.1.4. Denominator Exception: Documentation of depression screening not performed due to medical contraindicated or patient refusal.

2.4.2.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as Suicide Risk Assessment and/or referral to a practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.5. **Preventive Health: Obesity Screening**

2.5.1. Percentage of patients aged 18 years and older with a calculated BMI in the past six months or during the current visit documented in the medical record AND if the most recent BMI is outside of normal parameters, a follow-up plan is documented (NQF 0421, UDS).

2.5.1.1. Normal parameters: Age 65 and older BMI $\geq$ 23 and < 30

2.5.1.2. Age 18 through 64

BMI $\geq$ 18.5 and < 25

2.5.1.3. Numerator: Patients with BMI calculated within the past six months or during the current visit and a follow-up plan documented if the BMI is outside of parameters (Normal BMI + abnormal BMI with documented plan).

2.5.1.4. Definition of Follow-Up Plan: Proposed outline of follow-up plan to be conducted as a result of BMI outside of normal parameters. The follow-up plan can include documentation of a future appointment, education, referral (such as registered dietician, nutritionist, occupational therapist, primary care physician, exercise physiologist, mental health provider, surgeon, etc.), prescription of/administration of dietary supplements, exercise counseling, nutrition counseling, etc.

2.5.1.5. Denominator: All patients aged 18 years and older who had at least one (1) medical visit during the measurement year.

2.5.2. Percent of patients aged 3 through 17 who had evidence of BMI percentile documentation AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year (UDS).

2.5.2.1. Numerator: Number of patients in the denominator who had their BMI percentile (not just BMI or height and weight) documented during the measurement year AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year.

2.5.2.2. Denominator: Number of patients who were one year after their second birthday (i.e., were 3 years of age) through adolescents who were aged up to one year past their 16th birthday (i.e., up until they were 17) at some point during the measurement year, who had at least one medical visit during the reporting year, and were seen by the health center for the first time prior to their 17th birthday.

2.6. **Preventive Health: Tobacco Screening**

2.6.1. Percent of patients aged 18 years and older who were screened for tobacco use at least once during the measurement year or prior year AND who received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user (UDS).

2.6.1.1. Numerator: number of patients in the denominator for whom documentation demonstrates that patients were queried about their tobacco use one or more times during their most recent visit OR within twenty-four (24) months of the most

recent visit and received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user.

2.6.1.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.6.1.4. Definitions:

2.6.1.4.1. Tobacco Use: Includes any type of tobacco.

2.6.1.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy.

2.6.2. Percent of women who are screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user (NH MCHS).

2.6.2.1. Numerator: Pregnant women who were screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user.

2.6.2.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.2.3. Denominator: All women who delivered a live birth in the measurement year.

2.6.2.4. Definitions:

2.6.2.4.1. Tobacco Use: Includes any type of tobacco

2.6.2.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy

2.7. **At Risk Population: Hypertension**

2.7.1. Percentage of patients aged 18 through 85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90mmHG) during the measurement year (NQF 0018).

2.7.1.1. Numerator: Number of patients from the denominator with blood pressure measurement less than 140/90 mm HG at the time of their last measurement.

2.7.1.2. Denominator: Number of patients age 18 through 85 with diagnosed hypertension (must have been diagnosed with hypertension 6 or more months before the measurement date) who had at least one (1) medical visit during the measurement year. (Excludes pregnant women and patients with End Stage Renal Disease.)

2.8. **Patient Safety: Falls Screening**

2.8.1. Percent of patients aged 65 years and older who were screened for fall risk at least once within 12 months (NH MCHS).

2.8.1.1. Numerator: Patients who were screened for fall risk at least once within the measurement year.

2.8.1.2. Denominator: All patients aged 65 years and older seen by a health care provider within the measurement year.

2.9. **SBIRT**

2.9.1. SBIRT – Percent of patients aged 18 years and older who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.1.1. Numerator: Number of patients in the denominator who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, who received a brief intervention and/or referral to services.

2.9.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.1.3. Denominator: Number of patients aged 18 years and older seen for annual/preventive visit within the measurement year.

2.9.1.4. Definitions:

2.9.1.4.1. Substance Use: Includes any type of alcohol or drug.

2.9.1.4.2. Brief Intervention: Includes guidance or counseling.

2.9.1.4.3. Referral to Services: includes any recommendation of direct referral for substance abuse services.

2.9.2. Percent of pregnant women who were screened, using a formal valid screening tool, for substance use, during every trimester they are

enrolled in the prenatal program AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.2.1. Numerator: Number of women in the denominator who were screened for substance use, using a formal and valid screening tool, during each trimester that they were enrolled in the prenatal program AND if positive, received a brief intervention or referral to services

2.9.2.2. Numerator Note: numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.2.3. Denominator: Number of women enrolled in the agency prenatal program and who had a live birth during the measurement year.

Exhibit A-2 – Report Timing Requirements

1.1. Primary Care Services Reporting Requirements

1.1.1. The reports are required due on the date(s) listed, or, in years where the date listed falls on a non-business day, reports are due on the Friday immediately prior to the date listed.

1.1.2. The Vendor is required to complete and submit each report, following instructions sent by the Department

1.1.3. An updated budget narrative must be provided to the Department, within thirty (30) days of contract approval. The budget narrative must include, at a minimum;

1.1.3.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.1.3.2. Staff list, defining;

1.1.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.1.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

1.1.4. The Vendor shall establish and provide baseline data of Primary Care Services being provided; specific to Merrimack and Northern Hillsborough Counties, using Exhibit A-1 Reporting Metrics. This data is to be submitted via the Primary Care Services Measure Data Trend Table (DTT) within thirty (30) days of G&C approval,

1.1.5. The following reports are required to be submitted within 30 days of G&C approval:

1.1.5.1. The Vendor is required to submit a minimum of two (2) Quality Improvement (QI) projects specific to the target population served by this contract (Merrimack and Northern Hillsborough County), which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of targeted patient groups.

1.1.5.1.1. One (1) quality improvement project must focus on the performance measure as designated by MCHS. (Defined as Adolescent Well Visits for SFY 2018 – 2019)

1.1.5.1.2. The other quality improvement project(s) will be chosen by the vendor based on previous performance outcomes needing improvement.

Contractor Initials: 1208
Date: 04/16/18

1.1.5.2. The Vendor is required to submit at least one Enabling Service Workplan specific to the target population served by this contract (Merrimack and Northern Hillsborough County) that includes a detailed description of the enabling services funded by this contract. This shall be developed and submitted according to the schedule and instructions provided by MCHS. The vendor will be notified at least thirty (30) days in advance of any changes in the submission schedule.

1.2. **Annual Reports**

1.2.1. The following reports are required annually, on or prior to;

1.2.1.1. March 31st;

1.2.1.1.1. Uniform Data Set (UDS) Data tables reflecting program performance for the previous calendar year;

1.2.1.1.2. Budget narrative, which includes, at a minimum;

1.2.1.1.2.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.2.1.1.2.2. Staff list, defining;

1.2.1.1.2.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.2.1.1.2.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

1.2.1.2. July 31st;

1.2.1.2.1. Summary of patient satisfaction survey results obtained during the prior contract year, specific to patients served within Merrimack and Northern Hillsborough Counties;

1.2.1.2.2. Quality Improvement (QI) Workplans, Performance Outcome Section

1.2.1.2.3. Enabling Services Workplans, Performance Outcome Section

1.2.1.3. September 1st;

1.2.1.3.1. QI workplan revisions, as needed;

1.2.1.3.2. Enabling Service Workplan revisions, as needed;

1.2.1.3.3. Correction Action Plan (Performance Measure Outcome Report), as needed;

1.3. **Semi-Annual Reports**

1.3.1.1. Primary Care Services Performance Measure Data; specific to Merrimack and Northern Hillsborough Counties, using Exhibit A-1 Reporting Metrics. This data is to be submitted via the Primary Care Services Measure Data Trend Table (DTT), Due July 31 (measurement period July 1– June 30) and;

1.3.1.2. Primary Care Services Performance Measure Data; specific to Merrimack and Northern Hillsborough Counties, using Exhibit A-1 Reporting Metrics. This data is to be submitted via the Primary Care Services Measure Data Trend Table (DTT), Due January 31 (measurement period January 1 – December 31).

1.4. **The following report is required 30 days following the end of each quarter, beginning in State Fiscal Year 2018;**

1.4.1. Perinatal Client Data Form (PCDF), for the entire population served by the Contractor;

1.4.1.1. Due on April 30, July 31, October 31 and January 31

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This contract is funded with general and federal funds. Department access to supporting funding for this project is dependent upon meeting the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) (https://www.cfda.gov) #93.994, Maternal and Child Health Services Block Grant to the States

3. The Contractor shall not use or apply contract funds for capital additions, improvements, entertainment costs or any other costs not approved by the Department.

4. Payment for services shall be as follows:

   4.1. Payments shall be on a cost reimbursement basis for approved actual costs in accordance with Exhibits B-1 through Exhibit B-3.

   4.2. The Contractor shall submit invoices in a form satisfactory to the State no later than the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor agrees to keep detailed records of their activities related to Department-funded programs and services.

      4.2.1. Expenditure detail may be requested by the Department on an intermittent basis, which the Contractor must provide.

      4.2.2. Onsite reviews may be required.

   4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

   4.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or invoices may be mailed to:

   Financial Administrator

   Department of Health and Human Services

   Division of Public Health

   29 Hazen Dr.

   Concord, NH 03301

4.5. The final invoice shall be due to the State no later than forty (40) days after the date specified in Form P-37, Block 1.7 Completion Date.

4.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

5. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjusting encumbrances between State Fiscal Years within the price limitation may be made without obtaining approval of the Governor and Executive Council, upon written agreement of both parties.

New Hampshire Department of Health and Human Services

Bidder/Program Name: White Mountain Community Health Center

Budget Request for: Primary Care Services for Specific Counties

Budget Period: April 1, 2018 thru June 30, 2018

Line Item	Total Program Cost: Direct Incremental	Total Program Cost: Indirect Fixed	Total Program Cost: Total	Contractor Share / Match: Direct Incremental	Contractor Share / Match: Indirect Fixed	Contractor Share / Match: Total	Funded by DHHS contract share: Direct Incremental	Funded by DHHS contract share: Indirect Fixed	Funded by DHHS contract share: Total
1. Total Salary/Wages	$ 131,469.00	$ -	$ 131,469.00	$ 103,381.50	$ -	$ 103,381.50	$ 28,087.50	$ -	$ 28,087.50
2. Employee Benefits	$ 18,931.50	$ -	$ 18,931.50	$ 14,887.00	$ -	$ 14,887.00	$ 4,044.50	$ -	$ 4,044.50
3. Consultants	$ 1,755.50	$ -	$ 1,755.50	$ 755.50	$ -	$ 755.50	$ 1,000.00	$ -	$ 1,000.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ 97.50	$ -	$ 97.50	$ 70.00	$ -	$ 70.00	$ 27.50	$ -	$ 27.50
Pharmacy	$ 2,175.00	$ -	$ 2,175.00	$ 2,025.00	$ -	$ 2,025.00	$ 150.00	$ -	$ 150.00
Medical	$ -	$ 1,653.25	$ 1,653.25	$ -	$ 1,653.25	$ 1,653.25	$ -	$ -	$ -
Office	$ -	$ 750.00	$ 750.00	$ -	$ 750.00	$ 750.00	$ -	$ -	$ -
6. Travel	$ 200.00	$ 909.00	$ 1,109.00	$ -	$ 909.00	$ 909.00	$ 200.00	$ -	$ 200.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ 1,109.00	$ 1,109.00	$ -	$ 1,109.00	$ 1,109.00	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ 612.50	$ 612.50	$ -	$ 612.50	$ 612.50	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 386.25	$ -	$ 386.25	$ 250.00	$ -	$ 250.00	$ 136.25	$ -	$ 136.25
12. Subcontracts/Agreements	$ 20,463.50	$ -	$ 20,463.50	$ 9,987.25	$ -	$ 9,987.25	$ 10,476.25	$ -	$ 10,476.25
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 175,478.25	$ 5,033.75	$ 180,512.00	$ 131,356.25	$ 5,033.75	$ 136,390.00	$ 44,122.00	$ -	$ 44,122.00
Indirect As A Percent of Direct		2.9%		74.9%			25.1%		

New Hampshire Department of Health and Human Services

Bidder/Program Name: White Mountain Community Health Center

Budget Request for: Primary Care Services for Specific Counties

Budget Period: July 1, 2018 thru June 30, 2019

Line Item	Total Program Cost: Direct Incremental	Total Program Cost: Indirect Fixed	Total Program Cost: Total	Contractor Share / Match: Direct Incremental	Contractor Share / Match: Indirect Fixed	Contractor Share / Match: Total	Funded by DHHS contract share: Direct Incremental	Funded by DHHS contract share: Indirect Fixed	Funded by DHHS contract share: Total
1. Total Salary/Wages	$ 525,876.00	$ -	$ 525,876.00	$ 413,526.00	$ -	$ 413,526.00	$ 112,350.00	$ -	$ 112,350.00
2. Employee Benefits	$ 75,726.00	$ -	$ 75,726.00	$ 59,548.00	$ -	$ 59,548.00	$ 16,178.00	$ -	$ 16,178.00
3. Consultants	$ 7,022.00	$ -	$ 7,022.00	$ 3,022.00	$ -	$ 3,022.00	$ 4,000.00	$ -	$ 4,000.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ 390.00	$ -	$ 390.00	$ 280.00	$ -	$ 280.00	$ 110.00	$ -	$ 110.00
Pharmacy	$ 8,700.00	$ -	$ 8,700.00	$ 8,100.00	$ -	$ 8,100.00	$ 600.00	$ -	$ 600.00
Medical	$ -	$ 6,613.00	$ 6,613.00	$ -	$ 6,613.00	$ 6,613.00	$ -	$ -	$ -
Office	$ -	$ 3,000.00	$ 3,000.00	$ -	$ 3,000.00	$ 3,000.00	$ -	$ -	$ -
6. Travel	$ 800.00	$ 3,636.00	$ 4,436.00	$ -	$ 3,636.00	$ 3,636.00	$ 800.00	$ -	$ 800.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ 4,436.00	$ 4,436.00	$ -	$ 4,436.00	$ 4,436.00	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ 2,450.00	$ 2,450.00	$ -	$ 2,450.00	$ 2,450.00	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 1,545.00	$ -	$ 1,545.00	$ 1,000.00	$ -	$ 1,000.00	$ 545.00	$ -	$ 545.00
12. Subcontracts/Agreements	$ 81,854.00	$ -	$ 81,854.00	$ 39,949.00	$ -	$ 39,949.00	$ 41,905.00	$ -	$ 41,905.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 701,913.00	$ 20,135.00	$ 722,048.00	$ 526,425.00	$ 20,135.00	$ 545,560.00	$ 176,488.00	$ -	$ 176,488.00
Indirect As A Percent of Direct		2.9%	722,048.00	74.9%			25.1%		

Contractor's Initials JDP

Date 4/11/18

Exhibit B-3

New Hampshire Department of Health and Human Services

Bidder/Program Name: White Mountain Community Health Center

Budget Request for: Primary Care Services for Specific Counties

Budget Period: July 1, 2019 thru March 31, 2020

	A	B	C	D	E	F	G	H	I	J
11		Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
12		Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
13	Line Item	Incremental	Fixed		Incremental	Fixed		Incremental	Fixed	
14	1. Total Salary/Wages	$ 394,407.00	$ -	$ 394,407.00	$ 310,144.50	$ -	$ 310,144.50	$ 84,262.50	$ -	$ 84,262.50
15	2. Employee Benefits	$ 56,794.50	$ -	$ 56,794.50	$ 44,661.00	$ -	$ 44,661.00	$ 12,133.50	$ -	$ 12,133.50
16	3. Consultants	$ 5,266.50	$ -	$ 5,266.50	$ 2,266.50	$ -	$ 2,266.50	$ 3,000.00	$ -	$ 3,000.00
17	4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
18	Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
19	Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
20	Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
21	5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
22	Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
23	Lab	$ 292.50	$ -	$ 292.50	$ 210.00	$ -	$ 210.00	$ 82.50	$ -	$ 82.50
24	Pharmacy	$ 6,525.00	$ -	$ 6,525.00	$ 6,075.00	$ -	$ 6,075.00	$ 450.00	$ -	$ 450.00
25	Medical	$ -	$ 4,959.75	$ 4,959.75	$ -	$ 4,959.75	$ 4,959.75	$ -	$ -	$ -
26	Office	$ -	$ 2,250.00	$ 2,250.00	$ -	$ 2,250.00	$ 2,250.00	$ -	$ -	$ -
27	6. Travel	$ 600.00	$ 2,727.00	$ 3,327.00	$ -	$ 2,727.00	$ 2,727.00	$ 600.00	$ -	$ 600.00
28	7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
29	8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
30	Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
31	Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
32	Subscriptions	$ -	$ 3,327.00	$ 3,327.00	$ -	$ 3,327.00	$ 3,327.00	$ -	$ -	$ -
33	Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
34	Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
35	Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
36	9. Software	$ -	$ 1,837.50	$ 1,837.50	$ -	$ 1,837.50	$ 1,837.50	$ -	$ -	$ -
37	10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
38	11. Staff Education and Training	$ 1,158.75	$ -	$ 1,158.75	$ 750.00	$ -	$ 750.00	$ 408.75	$ -	$ 408.75
39	12. Subcontracts/Agreements	$ 61,390.50	$ -	$ 61,390.50	$ 29,961.75	$ -	$ 29,961.75	$ 31,428.75	$ -	$ 31,428.75
40	13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
41		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
42		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
43		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
44	TOTAL	$ 526,434.75	$ 15,101.25	$ 541,536.00	$ 394,068.75	$ 15,101.25	$ 409,170.00	$ 132,366.00	$ -	$ 132,366.00
45	Indirect As A Percent of Direct		2.9%		74.9%			25.1%		
46										

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Division reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)
298 White Mountain Hwy (Rt16)
PO Box 2800
Conway NH 03818
Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

04/11/18
Date

Name: Kenneth Porter
Title: Executive Director

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name:

04/11/18
Date

Name: Kenneth Porter
Title: Executive Director

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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:

04/11/18
Date

Name: Kenneth Porter
Title: Executive Director

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

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:

04/11/18
Date

Name: Kenneth Porter
Title: Executive Director

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:

04/11/18
Date

Name: Executive Director
Title: Kenneth Porter

HEALTH INSURANCE PORTABLITY 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, TitleXIII, 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.

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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 (l). 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

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

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.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	White Mountain Community Health Center
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Kenneth Porter
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, DPHS	Executive Director
Title of Authorized Representative	Title of Authorized Representative
4/26/18	04/11/18
Date	Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: White Mountain Community Health Center

04/11/18
Date

Name: Kenneth Porter
Title: Executive Director

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 030049048

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 KDS 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: _____

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. In all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Primary Care Services for the Homeless

This 1st Amendment to the Primary Care Services for the Homeless(contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Greater Seacoast Community Health (hereinafter referred to as "the Contractor"), a non-profit with a place of business at 311 Route108, Somersworth, NH 03878.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018, (Item #27G), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18 the Contract may be amended and renewed upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2021.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $232,092.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Modify Exhibit A, Scope of Services by deleting it in its entirety and replacing with Exhibit A Amendment #1, Scope of Services, incorporated by reference and attached herein.

6. Modify Exhibit A-1, Reporting Metrics by deleting it in its entirety and replacing with Exhibit A-1, Reporting Metrics Amendment #1, incorporated by reference and attached herein.

7. Modify Exhibit A-2, Report Timing Requirements by deleting it in its entirety.

8. Modify Exhibit B, Methods and Conditions Precedent to Payment, Subsection 4.1 to read:

   4.1 Payments shall be on a cost reimbursement basis for approved actual costs in accordance with Exhibit B-1 through Exhibit B-5, Amendment #1 Budget, incorporated by reference and attached herein.

9. Add Exhibit B-4 Amendment #1, Budget, incorporated by reference and attached herein.

10. Add Exhibit B-5 Amendment #1, Budget, incorporated by reference and attached herein.

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/13/2020
Date

Name:
Title:

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

4/7/2020
Date

Name: Lisa Morris Ann Landry
Title: Director

Greater Seacoast Community Health

4.6.20
Date

Name: Tom Landry
Title: CEO

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. et seq.

1.4. The Contractor shall maximize billing to private and commercial insurances, Medicare and Medicaid for all reimbursable services rendered. The Department shall be the payor of last resort.

1.5. The Contractor shall remain in compliance with all applicable state and federal laws for the duration of the contract period, including but not limited to:

1.5.1. NH RSA 141-C and Administrative Rule He-P 301, adopted 6/3/08, which requires the reporting of all communicable diseases.

1.5.2. NH RSA 169:C, Child Protection Act; NH RSA 161-F46, Protective Services to Adults, NH RSA 631:6, Assault and Related Offences, and RSA 130:A, Lead Paint Poisoning and Control.

1.5.3. NH RSA 141-C and the Immunization Rules promulgated, hereunder.

2. Scope of Services

2.1. Preventative and Primary Health Care, as well as related Care Management and Enabling Services shall be provided to individuals who are considered homeless, of all ages, statewide, who are:

2.1.1. Uninsured;

2.1.2. Underinsured;

2.1.3. Low-income (defined as <185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines;

2.1.4. Lacking housing, including an individual whose primary residence during the night is a supervised public or private facility (e.g., shelters)

that provides temporary living accommodations;

2.1.5. In transitional housing;

2.1.6. Unable to maintain their housing situation;

2.1.7. Forced to stay with a series of friends and/or extended family members, hence are considered homeless;

2.1.8. To be released from a prison or a hospital and do not have a stable housing situation to which they can return, especially if they were considered to be homeless prior to incarceration or hospitalization.

2.2. The Contractor shall use flexible hours and minimal use of appointment systems to provide primary care and enabling services to homeless individuals and families through the use of permanent office based locations and/or mobile or temporary delivery locations.

2.3. The Contractor shall continue to provide primary care and enable services to individuals, for a minimum of three hundred and sixty-four (364) calendar days following the individual's placement in permanent housing.

2.4. The Contractor shall provide Screening, Brief Intervention and Referrals to all individuals receiving care under this agreement.

2.5. The Contractor shall ensure primary care services are provided by a New Hampshire licensed Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Advanced Practice Registered Nurse (APRN) or Physician Assistant (PA) to eligible individuals in the service area.

2.6. The Contractor shall ensure primary care services include, but are not limited to:

2.6.1. Reproductive health services.

2.6.2. Behavioral health services.

2.6.3. Preventive services, screenings and health education in accordance with established, documented state or national guidelines.

2.6.4. Pathology, radiology, surgical and CLIA certified laboratory services either on-site or by referral.

2.6.5. Assessment of need and follow-up/referral as indicated for:

2.6.5.1. Tobacco cessation, including referral to QuitWorks-NH, www.QuitWorksNH.org.

2.6.5.2. Social services.

2.6.5.3. Chronic Disease management, including disease specific referral and self-management education such as referral to Diabetes Self-Management Education (DSME) as recommended by American Diabetes Association (ADA).

2.6.5.4. Nutrition services, including Women, Infants and Children

(WIC) Food and Nutrition Service, as appropriate;

2.6.5.5. Screening, Brief Intervention and Referral to Treatment (SBIRT) services, including but not limited to contact with the Regional Public Health Network Continuum of Care Development Initiative.

2.6.5.6. Referrals to health, home care, oral health and behavioral health specialty providers who offer sliding scale fees, when available.

2.7. The Contractor shall provide care management for individuals enrolled for primary care services, which includes, but is not limited to:

2.7.1. Integrated and coordinated services that ensure patients receive necessary care, including behavioral health and oral care when and where it is needed and wanted, in a culturally and linguistically appropriate manner.

2.7.2. Direct access to a healthcare provider by telephone twenty-four (24) hours per day, seven (7) days per week, directly, by referral or subcontract.

2.7.3. Care facilitated by registries; information technology; health information exchanged.

2.7.4. An integrated model of primary care, which includes, but is not limited to:

2.7.4.1. Behavioral health;

2.7.4.2. Oral health;

2.7.4.3. Use of navigators and case management; and

2.7.4.4. Co-location of services and system-level integration of care.

2.8. The Contractor shall provide and facilitate enabling services, which are non-clinical services that support the delivery of basic primary care services, and facilitate access to comprehensive patient care as well as social services that include, but are not limited to:

2.8.1. Case Management.

2.8.2. Benefit counseling.

2.8.3. Health insurance eligibility and enrollment assistance.

2.8.4. Health education and supportive counseling.

2.8.5. Interpretation/translation for individuals with Limited English Proficiency or other communication needs.

2.8.6. Outreach, which may include the use of community health workers.

2.8.7. Transportation.

2.8.8. Education of patients and the community regarding the availability and

appropriate use of health services.

2.8.9. The Contractor will submit at least one annual Workplan that includes a detailed description of the enabling services funded by this contract. This shall be developed and submitted according to the schedule and instructions provided by Maternal and Child Health Section (MCHS). The Contractor will be notified at least thirty (30) days in advance of any changes in the submission schedule.

3. Eligibility Determination Services

3.1.1. The Contractor shall notify the Department, in writing, if access to Primary Care or SBIRT Services for new patients are limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

3.1.2. The Contractor shall assist individuals with completing a Medicaid/Expanded Medicaid and other health insurance application when income calculations indicate possible Medicaid eligibility.

3.1.3. The Contractor shall post a notice in a public and conspicuous location noting that no individual will be denied services for an inability to pay.

3.1.4. The Contractor shall develop and implement a sliding fee scale for services in accordance with the Federal Poverty Guidelines. The Contractor shall;

3.1.4.1. Make the sliding fee scale available to the Department upon request; and

3.1.4.2. Update the sliding fee scale on an annual basis, when new Federal Poverty Guidelines are released; and

3.1.4.3. Provide updated sliding fee scales to the Department for review and approval prior to implementation.

4. Coordination of Services

4.1.1. The Contractor shall coordinate with other service providers, within the community, whenever possible, including, but not limited to collaboration with interagency referrals and to deliver coordination of care.

4.1.2. The Contractor shall participate in activities within their Public Health Region, as appropriate, to enhance the integration of community-based public health prevention and healthcare initiatives being

implemented, including but not limited to:

4.1.2.1. Community needs assessments;

4.1.2.2. Public health performance assessments; and

4.1.2.3. Regional health improvement plans under development.

4.1.3. The Contractor shall participate in and coordinate public health activities, as requested by the Department, during any disease outbreak and/or emergency that affects the public's health.

5. Staffing

5.1. The Contractor shall ensure all health and allied health professions have the appropriate, current New Hampshire licenses whether directly employed, contracted or subcontracted.

5.2. The Contractor shall employ a medical services director with special training and experience in primary care who shall participate in quality improvement activities and be available to other staff for consultation, as needed.

5.3. The Contractor shall notify the Maternal and Child Health Section (MCHS), in writing, of any newly hired administrator, clinical coordinator or any staff person essential to providing contracted services and include a copy of the individual's resume, within thirty (30) days of hire.

5.4. The Contractor shall notify the MCHS, in writing, when:

5.4.1. Any critical position is vacant for more than thirty (30) days;

5.4.2. There is not adequate staffing to perform all required services for any period lasting more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

6. Reporting/Deliverables

6.1. Required Meetings & Trainings

6.1.1. The Contractor shall attend meetings and trainings facilitated by the MCHS programs that include, but are not limited to:

6.1.1.1. MCHS Agency Directors' meetings;

6.1.1.2. MCHS Primary Care Coordinators' meetings, which are held two (2) times per year, which may require attendance by agency quality improvement staff; and

6.1.1.3. MCHS Agency Medical Services Directors' meetings.

7. Workplans, Outcome Reports & Additional Reporting Requirements

7.1. The Contractor shall collect and report data on the MCHS Primary Care for the Homeless Performance Measures detailed in Exhibit A--1 Reporting Metrics.

7.2. The Contractor shall submit an updated budget narrative, within thirty (30) days

of any changes, ensuring the budget narrative includes, but is not limited to:

7.2.1. Staff roles and responsibilities, defining the impact each role has on contract services.

7.2.2. Staff list that details information that includes, but is not limited to:

7.2.2.1. The Full Time Equivalent percentage allocated to contract services.

7.2.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

7.3. The Contractor shall submit a Sources of Revenue report at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

7.4. The Contractor shall submit reports on the date(s) listed, or, in years where the date listed falls on a non-business day, on the Friday immediately prior to the date listed.

7.5. The Contractor is required to complete and submit each report, as instructed by the Department.

7.6. The Contractor shall submit annual reports to the Department, including but not limited to:

7.6.1. Uniform Data Set (UDS) Data tables that reflect program performance for the previous calendar year no later than March 31st.

7.6.2. A summary of patient satisfaction survey results obtained during the prior contract year no later than July 31st.

7.6.3. Quality (QI) Workplans no later than July 31st.

7.6.4. Enabling Services Workplans no later than July 31st.

7.6.5. QI Workplan revisions, as appropriate, no later than September 1st.

7.6.6. Enabling Services Workplan revisions, as appropriate, no later than September 1st.

7.6.7. Corrective Action Plans relating to Performance Measure Outcome Reports, as needed, no later than September 1st.

7.7. The Contractor shall submit semi-annual reports to the Department, including but not limited to:

7.7.1. Primary Care Services Measure Data Trend Table (DTT) is due no later than:

7.7.2. July 31, 2020 for the measurement period of July 1, 2019 through June 30, 2020.

7.7.3. January 31, 2021 for the measurement period of January 1, 2020 through December 31, 2020.

7.7.4. July 31, 2021 for the measurement period of July 1, 2020 through June

30, 2021.

7.7.5. January 31, 2022 for the measurement period of January 1, 2021 through December 31, 2021.

8. On-Site Reviews

8.1.1. The Contractor shall permit a team or person authorized by the Department to periodically review the Contractor's:

8.1.1.1. Systems of governance.

8.1.1.2. Administration.

8.1.1.3. Data collection and submission.

8.1.1.4. Clinical and financial management.

8.1.1.5. Delivery of education services.

8.1.1.6. Delivery of Primary Care Services.

8.1.2. The Contractor shall cooperate with the Department to ensure information needed for the reviews is accessible and provided. The Contractor shall ensure information includes, but is not limited to:

8.1.2.1. Client records.

8.1.2.2. Documentation of approved enabling services and quality improvement projects, including process and outcome evaluations.

8.1.3. The Contractor shall take corrective actions, as advised by the review team, if services provided are not in compliance with the contract requirements.

9. Quality Improvement

9.1.1. The Contractor shall develop, define, facilitate and implement a minimum of two (2) Quality Improvement (QI) projects, which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of targeted patient groups.

9.1.1.1. One (1) quality improvement project must focus on the performance measure as designated by MCHS. (Defined as Patient Safety: Falls Screening SFY 2020-2022)

9.1.1.2. The other(s) will be chosen by the Contractor from Exhibit A-1 "Reporting Metrics" MCHS Primary Care for the Homeless Performance Measures according to their agency's previous performance outcomes needing improvement.

9.1.1.3. The Contractor shall utilize Quality Improvement Science to develop and implement a QI Workplan for each QI project.

The QI Workplan will include:

9.1.1.4. Specific goals and objectives for the project period; and

9.1.1.5. Evaluation methods used to demonstrate improvement in the quality, efficiency, and effectiveness of patient care.

9.1.2. The Contractor shall include baseline measurements for each area of improvement identified in the QI projects, to establish health care services and health status of targeted patient groups to be improved upon.

9.1.3. The Contractor may utilize activities in QI projects that enhance clinical workflow and improve patient outcomes, which may include, but are not limited to:

9.1.3.1. EMR prompts/alerts.

9.1.3.2. Protocols/Guidelines.

9.1.3.3. Diagnostic support.

9.1.3.4. Patient registries.

9.1.3.5. Collaborative learning sessions.

10. Performance Measures

10.1. The Contractor shall define Annual Improvement Objectives that are measurable, specific and align to the provision of primary care services defined within Exhibit A-1 Reporting Metrics.

New Hampshire Department of Health and Human Services
Primary Care Services for the Homeless

Exhibit A-1 – Reporting Metrics, Amendment #1

1. Definitions

1.1. **Measurement Year** – Measurement Year consists of 365 days and is defined as either:

1.1.1. The calendar year, (January 1st through December 31st); or

1.1.2. The state fiscal year (July 1st through June 30th).

1.2. **Medical Visit** – Medical visit is defined as any office visit including all well-care and acute-care visits.

1.3. **HEDIS** – Healthcare Effectiveness Data and Information Set

1.4. **NQF** – National Quality Forum

1.5. **Title V** – Federal Maternal and Child Health Services Block Grant

1.6. **UDS** – Uniform Data System

1.7. **NH MCHS** – New Hampshire Maternal and Child Health Section

2. MCHS PRIMARY CARE FOR THE HOMELESS PERFORMANCE MEASURES

2.1. Preventive Health: Depression Screening

2.1.1. Percentage of patients ages twelve (12) and older screened for clinical depression using an age appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NQF 0418, UDS).

2.1.1.1. Numerator: Patients twelve (12) years and older who are screened for clinical depression using an age-appropriate standardized depression screening tool **AND** if positive, a follow-up plan documented.

2.1.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented follow-up plan.

2.1.1.3. Denominator: All patients twelve (12) years and older by the end of the measurement year who had at least one (1) medical visit during the measurement year.

2.1.1.4. Denominator Exception: Depression screening not performed due to medical contraindicated or patient refusal.

2.1.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as suicide

risk assessment and/or referral to practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.2. **Preventive Health: Obesity Screening**

2.2.1. Percentage of patients aged 18 years and older with a calculated BMI in the past six months or during the current visit documented in the medical record AND if the most recent BMI is outside of normal parameters, a follow-up plan is documented (NQF 0421, UDS).

2.2.1.1. Normal parameters: Age 65 and older BMI ≥ 23 and < 30

2.2.1.2. Age 18 through 64
BMI ≥ 18.5 and < 25

2.2.1.3. Numerator: Patients with BMI calculated within the past six months or during the current visit and a follow-up plan documented if the BMI is outside of parameters (Normal BMI + abnormal BMI with documented plan).

2.2.1.4. Definition of Follow-Up Plan: Proposed outline of follow-up plan to be conducted as a result of BMI outside of normal parameters. The follow-up plan can include documentation of a future appointment, education, referral (such as registered dietician, nutritionist, occupational therapist, primary care physician, exercise physiologist, mental health provider, surgeon, etc.), prescription of/administration of dietary supplements, exercise counseling, nutrition counseling, etc.

2.2.1.5. Denominator: All patients aged 18 years and older who had at least one (1) medical visit during the measurement year.

2.3. **Preventive Health: Tobacco Screening**

2.3.1. Percent of patients aged 18 years and older who were screened for tobacco use at least once during the measurement year or prior year AND who received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user (UDS).

2.3.1.1. Numerator: number of patients in the denominator for whom documentation demonstrates that patients were queried about their tobacco use one or more times during their most recent visit OR within twenty-four (24) months of the most recent visit and received tobacco cessation counseling

intervention and/or pharmacotherapy if identified as a tobacco user.

2.3.1.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.3.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.3.1.4. Definitions:

2.3.1.4.1. Tobacco Use: Includes any type of tobacco.

2.3.1.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy.

2.4. At Risk Population: Hypertension

2.4.1. Percentage of patients aged 18 through 85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90mmHG) during the measurement year (NQF 0018).

2.4.1.1. Numerator: Number of patients from the denominator with blood pressure measurement less than 140/90 mm HG at the time of their last measurement.

2.4.1.2. Denominator: Number of patients age 18 through 85 with diagnosed hypertension (must have been diagnosed with hypertension 6 or more months before the measurement date) who had at least one (1) medical visit during the measurement year. (Excludes pregnant women and patients with End Stage Renal Disease.)

2.5. Patient Safety: Falls Screening

2.5.1. Percent of patients aged 65 years and older who were screened for fall risk at least once within 12 months (NH MCHS).

2.5.1.1. Numerator: Patients who were screened for fall risk at least once within the measurement year.

2.5.1.2. Denominator: All patients aged 65 years and older seen by a health care provider within the measurement year.

2.6. **SBIRT**

2.6.1. SBIRT – Percent of patients aged 18 years and older who were screened for substance use, using a formal valid screening tool, during any medical visit AND if positive, received a brief intervention or referral to services (NH MCHS).

2.6.1.1. Numerator: Number of patients in the denominator who were screened for substance use, using a formal valid screening tool, during any medical visit AND if positive, who received a brief intervention and/or referral to services.

2.6.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.6.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.6.1.4. Definitions:

2.6.1.4.1. Substance Use: Includes any type of alcohol or drug.

2.6.1.4.2. Brief Intervention: Includes guidance or counseling.

2.6.1.4.3. Referral to Services: includes any recommendation of direct referral for substance abuse services.

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Greater Seacoast Community Health

Budget Request for: Primary Care Services for the Homeless

Budget Period: 4/1/2020-6/30/2020 - State Fiscal Year 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 14,408.94	$ -	$ 14,408.94	$ -	$ -	$ -	$14,408.94	$ -	$ 14,408.94
2. Employee Benefits	$ 2,712.06	$ -	$ 2,712.06	$ -	$ -	$ -	$ 2,712.06	$ -	$ 2,712.06
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -		$ -	$ -		$ -	$ -		$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 17,121.00	$ -	$ 17,121.00	$ -	$ -	$ -	$ 17,121.00	$ -	$ 17,121.00
Indirect As A Percent of Direct		0.0%							

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Greater Seacoast Community Health

Budget Request for: Primary Care Services for the Homeless

Budget Period: 7/1/2020-6/30/2021 - State Fiscal Year 2021

Line Item	Total Program Cost: Direct Incremental	Total Program Cost: Indirect Fixed	Total Program Cost: Total	Contractor Share / Match: Direct Incremental	Contractor Share / Match: Indirect Fixed	Contractor Share / Match: Total	Funded by DHHS contract share: Direct Incremental	Funded by DHHS contract share: Indirect Fixed	Funded by DHHS contract share: Total
1. Total Salary/Wages	$ 57,564.78	$ -	$ 57,564.78	$ -	$ -	$ -	$ 57,564.78	$ -	$ 57,564.78
2. Employee Benefits	$ 10,918.22	$ -	$ 10,918.22	$ -	$ -	$ -	$ 10,918.22	$ -	$ 10,918.22
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -		$ -	$ -		$ -
7. Occupancy	$ -		$ -	$ -		$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 68,483.00	$ -	$ 68,483.00	$ -	$ -	$ -	$ 68,483.00	$ -	$ 68,483.00

Indirect As A Percent of Direct: 0.0%

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GREATER SEACOAST COMMUNITY HEALTH is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 18, 1971. 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: 65587
Certificate Number: 0004482408

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2019.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Barbara Henry, of Greater Seacoast Community Health, do hereby certify that:

1. I am the duly elected Board Chair of Greater Seacoast Community Health;

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of Greater Seacoast Community Health, duly held on January 21, 2019;

   Resolved: That this corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services for the provision of Public Health Services.

   Resolved: That the Chief Executive Officer, Janet Laatsch, is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of February 18, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand as the Board Chair of Greater Seacoast Community Health this 18 day of February, 2020.

Barbara Henry, Board Chair

STATE OF NH
COUNTY OF ~~STRAFFORD~~ Rockingham

The foregoing instrument was acknowledged before me this 18 day of February, 2020 by Barbara Henry.

Notary Public/Justice of the Peace

JO ANN CLEMENT
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
June 19, 2024

My Commission Expires: June 19, 2024

GOODCOM-01 JTHAMM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/10/2020

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: Bret Cote PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: bcote@clarkinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Greater Seacoast Community Health, Inc. dba Goodwin Community Health, Families First SOS Community Organization, Lilac City Pediatrics 311 Route 108 Somersworth, NH 03878	INSURER A : Tri-State Insurance Company of Minnesota	31003
	INSURER B : Acadia	31325
	INSURER C : Technology Insurance Company	42376
	INSURER D : AIX Specialty Insurance Co	12833
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ADV5212020-16	1/1/2020	1/1/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			CAA5331599-12	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			CUA5214125-15	1/1/2020	1/1/2021	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			TWC3844860	1/1/2020	1/1/2021	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	FTCA GAP Liability			LIV-A671986-05	1/1/2020	1/1/2021	Each Occurrence	1,000,000
D	FTCA GAP Liability			LIV-A671986-05	1/1/2020	1/1/2021	Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

NH Department of Health and Human Services
Contracts and Procurement Unit
129 Pleasant Street
Concord, NH 03301

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.

AUTHORIZED REPRESENTATIVE

Greater Seacoast Community Health

Mission

"To deliver innovative, compassionate, integrated health services and support that are accessible to all in our community, regardless of ability to pay."

Board Approved on 6-25-2018

BerryDunn

[redacted]

GREATER SEACOAST COMMUNITY HEALTH

Goodwin Community Health | Families First

Support for families...health care for all

FINANCIAL STATEMENTS

December 31, 2018

With Independent Auditor's Report

[redacted]

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Greater Seacoast Community Health

We have audited the accompanying financial statements of Greater Seacoast Community Health (the Organization), which comprise the balance sheet as of December 31, 2018, and the related statements of operations, changes in net assets, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the 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 financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Greater Seacoast Community Health as of December 31, 2018, and the results of its operations, changes in its net assets and its cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

Emphasis-of-Matter

As discussed in Note 1 to the financial statements under the sub-heading "Organization", Greater Seacoast Community Health was formed on January 1, 2018 as a result of the merger of Goodwin Community Health and Families First of the Greater Seacoast. Our opinion is not modified with respect to this matter.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
May 20, 2019

GREATER SEACOAST COMMUNITY HEALTH

Balance Sheet

December 31, 2018

ASSETS

Current assets	
Cash and cash equivalents	$ 3,896,813
Patient accounts receivable, less allowance for uncollectible accounts of $422,413	1,560,698
Grants receivable	424,642
Inventory	143,250
Pledges receivable	263,557
Other current assets	57,987
Total current assets	6,346,947
Investments	1,112,982
Investment in limited liability company	88,201
Assets limited as to use	1,421,576
Property and equipment, net	6,107,219
Total assets	$15,026,925

LIABILITIES AND NET ASSETS

Current liabilities	
Accounts payable and accrued expenses	$ 172,852
Accrued payroll and related expenses	1,075,463
Patient deposits	173,105
Deferred revenue	7,269
Total current liabilities and total liabilities	1,428,689
Net assets	
Without donor restrictions	11,824,495
With donor restrictions	1,773,741
Total net assets	13,598,236
Total liabilities and net assets	$15,026,925

The accompanying notes are an integral part of these financial statements.

GREATER SEACOAST COMMUNITY HEALTH

Statement of Operations

Year Ended December 31, 2018

Operating revenue and support	
Patient service revenue	$11,353,111
Provision for bad debts	(651,700)
Net patient service revenue	10,701,411
Grants, contracts, and contributions	7,713,908
Other operating revenue	368,017
Net assets released from restriction for operations	634,931
Total operating revenue and support	19,418,267
Operating expenses	
Salaries and benefits	14,715,120
Other operating expenses	4,446,874
Depreciation	349,661
Total operating expenses	19,511,655
Operating deficit	(93,388)
Other revenue and (losses)	
Investment income	48,204
Loss on disposal of assets	(6,874)
Change in fair value of investments	(95,246)
Total other revenue and (losses)	(53,916)
Deficiency of revenue over expenses and decrease in net assets without donor restrictions	$ (147,304)

The accompanying notes are an integral part of these financial statements.

GREATER SEACOAST COMMUNITY HEALTH

Statement of Changes in Net Assets

Year Ended December 31, 2018

Net assets without donor restrictions	
Deficiency of revenue over expenses and decrease in net assets without donor restrictions	$ (147,304)
Net assets with donor restrictions	
Contributions, net of uncollectible pledges	44,649
Investment income	37,790
Change in fair value of investments	(147,099)
Net assets released from restriction for operations	(634,931)
Decrease in net assets with donor restrictions	(699,591)
Change in net assets	(846,895)
Net assets, beginning of year	14,445,131
Net assets, end of year	$13,598,236

The accompanying notes are an integral part of these financial statements.

GREATER SEACOAST COMMUNITY HEALTH

Statement of Cash Flows

Year Ended December 31, 2018

Cash flows from operating activities	
Change in net assets	$ (846,895)
Adjustments to reconcile change in net assets to net cash provided by operating activities	
Provision for bad debts	651,700
Depreciation	349,661
Equity in earnings of limited liability company	2,395
Change in fair value of investments	242,345
Loss on disposal of assets	6,874
(Increase) decrease in	
Patient accounts receivable	(971,354)
Grants receivable	304,713
Inventory	101,604
Pledges receivable	300,635
Other current assets	(1,155)
Increase (decrease) in	
Accounts payable and accrued expenses	(138,262)
Accrued salaries and related amounts	33,819
Deferred revenue	(2,117)
Patient deposits	6,790
Net cash provided by operating activities	40,753
Cash flows from investing activities	
Capital acquisitions	(21,463)
Proceeds from sale of investments	198,458
Purchase of investments	(294,519)
Net cash used by investing activities	(117,524)
Net decrease in cash and cash equivalents	(76,771)
Cash and cash equivalents, beginning of year	3,973,584
Cash and cash equivalents, end of year	$ 3,896,813

The accompanying notes are an integral part of these financial statements.

1. Summary of Significant Accounting Policies

Organization

Greater Seacoast Community Health (the Organization) is a non-stock, not-for-profit corporation organized in New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) that provides fully integrated medical, behavioral, oral health, recovery services and social support for underserved populations.

On January 1, 2018, Goodwin Community Health (GCH) and Families First of the Greater Seacoast (FFGS) merged to become Greater Seacoast Community Health. GCH and FFGS were not-for-profit corporations organized in New Hampshire. GCH and FFGS were both FQHCs providing similar services in adjoining and overlapping service areas and have worked collaboratively in the provision of healthcare services in the greater Seacoast area for many years. Given the compatibility of their missions, the adjacency of their service areas and their shared charitable missions of providing healthcare services to individuals living within the greater Seacoast service area, GCH and FFGS came to the conclusion that the legal and operational integration of their respective organizations into one legal entity would result in a more effective means of providing healthcare services in their combined service area.

The following summarizes amounts recognized by entity as of January 1, 2018:

	GCH	FFGS	Total
Assets			
Cash and cash equivalents	$ 3,379,361	$ 594,223	$ 3,973,584
Patient accounts receivable	906,747	334,297	1,241,044
Grants receivable	571,752	157,603	729,355
Inventory	244,854	-	244,854
Pledges receivable	-	564,192	564,192
Other current assets	33,159	23,673	56,832
Investments	1,085,684	18,019	1,103,703
Investment in limited liability company	20,298	20,298	40,596
Assets limited as to use	-	1,577,139	1,577,139
Property and equipment, net	5,883,017	559,274	6,442,291
Total assets	$ 12,124,872	$ 3,848,718	$ 15,973,590
Liabilities			
Accounts payable and accrued expenses	$ 125,513	$ 185,601	$ 311,114
Accrued payroll and related expenses	626,521	415,123	1,041,644
Patient deposits	87,632	78,683	166,315
Deferred revenue	7,386	2,000	9,386
Total liabilities	$ 847,052	$ 681,407	$ 1,528,459
Net assets			
Without donor restrictions	11,277,820	693,979	11,971,799
With donor restrictions	-	2,473,332	2,473,332
Total net assets	$ 11,277,820	$ 3,167,311	$ 14,445,131

There were no significant adjustments made to conform the individual accounting policies of the merging entities or to eliminate intra-entity balances.

Acquisition of Lilac City Pediatrics, P.A.

Effective July 1, 2018, the Organization entered into a business combination agreement with Lilac City Pediatrics, P.A. (LCP), a New Hampshire professional association providing quality pediatric healthcare services in the region served by the Organization. The agreement required the Organization to hire LCP employees, assume equipment and occupancy leases, and carry on the operations of LCP. The business combination provides the Organization's patients with additional and enhanced pediatric healthcare services, consistent with the Organization's mission. There was no consideration transferred as a result of the business combination and the assets acquired and liabilities assumed were not material.

Basis of Presentation

Net assets and revenues, expenses, gains, and losses are classified based on the existence or absence of donor-imposed restrictions in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 958, *Not-For-Profit Entities*, as described below. Under FASB ASC Topic 958 and FASB ASC Topic 954, *Health Care Entities*, all not-for-profit healthcare organizations are required to provide a balance sheet, a statement of operations, a statement of changes in net assets, and a statement of cash flows. FASB ASC Topic 954 requires reporting amounts for an organization's total assets, liabilities, and net assets in a balance sheet, reporting the change in an organization's net assets in statements of operations and changes in net assets, and reporting the change in its cash and cash equivalents in a statement of cash flows.

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 Organization. These net assets may be used at the discretion of the Organization's management and the board of directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statements of operations and changes in net assets.

Recently Issued Accounting Pronouncement

In August 2016, FASB issued Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities (Topic 958)*, which makes targeted changes to the not-for-profit financial reporting model. The new ASU marks the completion of the first phase of a larger project aimed at improving not-for-profit financial reporting. Under the new ASU, net asset reporting is streamlined and clarified. The existing three category classification of net assets is replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions."

The guidance for classifying deficiencies in endowment funds and on accounting for the lapsing of restrictions on gifts to acquire property and equipment has also been simplified and clarified. New disclosures highlight restrictions on the use of resources that make otherwise liquid assets unavailable for meeting near-term financial requirements. The ASU also imposes several new requirements related to reporting expenses. The ASU is effective for the Organization for the year ended December 31, 2018.

Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code (IRC). As a public charity, the Organization 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. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and petty cash funds.

Allowance for Uncollectible Accounts

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectability of patient accounts receivable, the Organization analyzes its past history and identifies trends for each funding source. In addition, patient balances receivable in excess of 90 days old are 100% reserved. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts at December 31, 2018 follows:

Balance, beginning of year	$ 270,416
Provision	651,700
Write-offs	(499,703)
Balance, end of year	$ 422,413

Grants Receivable

Grants receivable are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

Inventory

Inventory consisting of pharmaceutical drugs is valued first-in, first-out method and is measured at the lower of cost or retail.

Investments

The Organization reports investments at fair value. Investments include donor endowment funds and assets held for long-term purposes. Accordingly, investments have been classified as non-current assets in the accompanying balance sheet regardless of maturity or liquidity. The Organization has established policies governing long-term investments, which are held within several investment accounts, based on the purposes for those investment accounts and their earnings.

The Organization has elected the fair value option for valuing its investments, which consolidates all investment performance activity within the other revenue and gains section of the statement of operations. The election was made because the Organization believes reporting the activity in a single performance indicator provides a clearer measure of the investment performance. Accordingly, investment income and the change in fair value are included in the deficiency of revenue over expenses, unless otherwise stipulated by the donor or State Law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility risks. 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 balance sheet.

Investment in Limited Liability Company

The Organization is one of seven members of Primary Health Care Partners, LLC (PHCP). The Organization's investment in PHCP is reported using the equity method and the investment amounted to $38,201 at December 31, 2018.

Assets Limited As To Use

Assets limited as to use include investments held for others and donor-restricted contributions to be held in perpetuity and earnings thereon, subject to the Organization's spending policy as further discussed in Note 6.

Property and Equipment

Property and equipment acquisitions are recorded at cost. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method.

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as net assets without donor restrictions and excluded from the deficiency of revenue over expenses unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as net assets with donor restrictions. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Patient Deposits

Patient deposits consist of payments made by patients in advance of significant dental work based on quotes for the work to be performed.

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

340B Drug Pricing Program

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHC's and other identified entities at a reduced price. The Organization operates a pharmacy and also contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of the Organization and bill Medicare and commercial insurances on behalf of the Organization. Reimbursement received by the contracted pharmacies is remitted to the Organization, less dispensing and administrative fees. Gross revenue generated from the program is included in patient service revenue. Contracted expenses and drug costs incurred related to the program are included in other operating expenses. Expenses related to the operation of the Organization's pharmacy are categorized in the applicable operating expense classifications.

Donated Goods and Services

Various program help and support for the daily operations of the Organization's programs were provided by the general public of the communities served by the Organization. Donated supplies and services are recorded at their estimated fair values on the date of receipt. Donated supplies and services amounted to $41,119 for the year ended December 31, 2018.

Donor-Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is received and the conditions are met. The gifts are reported as net assets with donor restrictions if they are received with donor stipulations that limit the 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 to net assets without donor restrictions and reported in the statements of operations as "net assets released from restriction." Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

Promises to Give

Unconditional promises to give that are expected to be collected in future years are recorded at the present value of their estimated future cash flows. All pledges receivable are due within one year. Given the short-term nature of the Organization's pledges, they are not discounted and a reserve for uncollectible pledges has been established in the amount of $2,000 at December 31, 2018. Conditional promises to give are not included as revenue until the conditions are substantially met.

Deficiency of Revenue Over Expenses

The statement of operations reflects the deficiency of revenue over expenses. Changes in net assets without donor restrictions which are excluded from the deficiency of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through May 20, 2019, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to optimize the investment of its available funds.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing activities and general administration, as well as the conduct of services undertaken to support those activities to be general expenditures.

In addition to financial assets available to meet general expenditures over the next 12 months, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures not covered by donor-restricted resources.

The Organization had working capital of $4,918,258 at December 31, 2018. The Organization had average days (based on normal expenditures) cash and cash equivalents on hand of 74 at December 31, 2018.

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses, were as follows as of December 31, 2018:

Cash and cash equivalents	$ 3,896,813
Investments	1,112,982
Patient accounts receivable, net	1,560,698
Grants receivable	424,642
Pledges receivable	263,557
Financial assets available for current use	$ 7,258,692

The Organization has certain long-term investments to use which are available for general expenditure within one year in the normal course of operations. Accordingly, these assets have been included in the information above. The Organization has other long-term investments and assets for restricted use, which are more fully described in Note 3, that are not available for general expenditure within the next year and are not reflected in the amount above.

3. Investments and Assets Limited as to Use

Investments, stated at fair value, consisted of the following:

Long-term investments	$ 1,112,982
Assets limited as to use	1,421,576
Total investments	$ 2,534,558

Assets limited as to use are restricted for the following purposes:

Assets held in trust under Section 457(b) deferred compensation plans	$ 26,763
Assets with donor restrictions	1,394,813
Total	$ 1,421,576

Fair Value of Financial Instruments

FASB ASC Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The following table sets forth by level, within the fair value hierarchy, the Organization's investments at fair value:

	Level 1	Level 2	Level 3	Total
Cash and cash equivalents	$ 13,810	$ -	$ -	$ 13,810
Municipal bonds	-	288,679	-	288,679
Exchange traded funds	411,147	-	-	411,147
Mutual funds	1,820,922	-	-	1,820,922
Total investments	$ 2,245,879	$ 288,679	$ -	$ 2,534,558

Municipal bonds are valued based on quoted market prices of similar assets.

4. Property and Equipment

Property and equipment consisted of the following at December 31, 2018:

Land	$ 718,427
Building and improvements	5,857,428
Leasehold improvements	311,561
Furniture, fixtures, and equipment	2,667,663
Total cost	9,555,079
Less accumulated depreciation	3,447,860
Property and equipment, net	$ 6,107,219

The Organization's facility was built and renovated with federal grant funding under the ARRA - Capital Improvement Program and ACA - Capital Development Program. In accordance with the grant agreements, a Notice of Federal Interest (NFI) was required to be filed in the appropriate official records of the jurisdiction in which the property is located. The NFI is designed to notify any prospective buyer or creditor that the Federal Government has a financial interest in the real property acquired under the aforementioned grant; that the property may not be used for any purpose inconsistent with that authorized by the grant program statute and applicable regulations; that the property may not be mortgaged or otherwise used as collateral without the written permission of the Associate Administrator of the Office of Federal Assistance Management (OFAM) and the Health Resources and Services Administration (HRSA); and that the property may not be sold or transferred to another party without the written permission of the Associate Administrator of OFAM and HRSA.

5. Net Assets with Donor Restrictions

Net assets with donor restrictions are available for the following purposes:

Specific purpose	
Program services	$ 115,371
Passage of time	
Pledges receivable	263,557
Investments to be held in perpetuity, for which the income is without donor restrictions	1,394,813
Total	$ 1,773,741

Net assets released from net assets with donor restrictions were as follows:

Satisfaction of purpose - program services	$ 270,530
Passage of time - pledges receivable	291,384
Passage of time - endowment earnings	73,017
Total	$ 634,931

6. Endowments

Interpretation of Relevant Law

The Organization's endowments primarily consist of an investment portfolio managed by the Investment Sub-Committee. As required by U.S. GAAP, net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.

The Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as a donor-restricted endowment (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent donor-restricted endowment gifts and (c) accumulations to the donor-restricted endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund, if any, is classified as net assets with donor restrictions until those amounts are appropriated for expenditure in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

(1) The duration and preservation of the fund;
(2) The purposes of the Organization and the donor-restricted endowment fund;
(3) General economic conditions;
(4) The possible effect of inflation and deflation;
(5) The expected total return from income and the appreciation of investments;
(6) Other resources of the Organization; and
(7) The investment policies of the Organization.

Spending Policy

The Organization has a policy of appropriating for expenditure an amount equal to 5% of the endowment fund's average fair market value over the prior 20 quarters. The earnings on the endowment fund are to be used for operations.

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires the Organization to retain as a fund of perpetual duration (underwater). In the event the endowment becomes underwater, it is the Organization's policy to not appropriate expenditures from the endowment assets until the endowment is no longer underwater. There were no such deficiencies as of December 31, 2018.

Return Objectives and Risk Parameters

The Organization has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the Organization must hold in perpetuity. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed or meet designated benchmarks while incurring a reasonable and prudent level of investment risk.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Organization relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Organization targets a diversified asset allocation that places a balanced emphasis on equity-based and income-based investments to achieve its long-term return objectives within prudent risk constraints.

Endowment Net Asset Composition by Type of Fund

The Organization's endowment consists of assets with donor restrictions only and had the following related activities for the year ended December 31, 2018.

Endowments, beginning of year	$ 1,577,139
Investment income	37,790
Change in fair value of investments	(147,099)
Spending policy appropriations	(73,017)
Endowments, end of year	$ 1,394,813

7. Patient Service Revenue

Patient service revenue follows:

Medicare	$ 1,173,771
Medicaid	4,107,002
Third-party payers and self pay	4,753,946
Total patient service revenue	10,034,719
Contracted pharmacy revenue	1,318,392
Total	$11,353,111

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Organization believes that it is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

A summary of the payment arrangements with major third-party payers follows:

Medicare

The Organization is reimbursed for the medical care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by Federal guidelines. Overall, reimbursement is subject to a maximum allowable rate per visit. The Medicare cost reports for GCH and FFGS have been audited by the Medicare administrative contractor through June 30, 2018 and June 30, 2017, respectively.

Medicaid and Other Payers

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively-determined rates per visit, discounts from established charges and capitated arrangements for primary care services on a per-member, per-month basis.

Charity Care

The Organization provides care to patients who meet certain criteria under its sliding fee discount policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify for charity care, they are not reported as net patient service revenue. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for the sliding fee discount. The estimated cost of providing services to patients under the Organization this policy amounted to $1,756,052 for the year ended December 31, 2018.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

8. Retirement Plans

The Organization has a defined contribution plan under IRC Section 401(k) that covers substantially all employees. For the year ended December 31, 2018, the Organization contributed $194,214 to the plan.

The Organization has established a unqualified deferred compensation plan under IRC Section 457(b) for certain key employees of the Organization. The Organization did not contribute to the plan during the year ended December 31, 2018. The balance of the deferred compensation plan amounted to $26,763 at December 31, 2018.

9. Food Vouchers

The Organization acts as a conduit for the State of New Hampshire's Special Supplemental Food Program for Women, Infants and Children (WIC). The value of food vouchers distributed by the Organization was $1,136,875 for the year ended December 31, 2018. These amounts are not included in the accompanying financial statements as they are not part of the contract the Organization has with the State of New Hampshire for the WIC program.

10. Concentration of Risk

The Organization has cash deposits in major financial institutions which exceed federal depository insurance limits. The Organization has not experienced losses in such accounts and management believes the credit risk related to these deposits is minimal.

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. At December 31, 2018, Medicaid represented 37% of gross accounts receivable. No other individual payer source exceeded 10% of the gross accounts receivable balance.

The Organization 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 year ended December 31, 2018, grants from DHHS (including both direct awards and awards passed through other organizations) represented approximately 63% of grants, contracts, and contributions.

11. Functional Expense

The Organization provides various services to residents within its geographic location. Given the Organization is a service organization, expenses are allocated between healthcare services and administrative support based on the percentage of direct care wages to total wages, with the exception of program supplies which are 100% healthcare in nature. Expenses related to providing these services are as follows for the year ended December 31, 2018.

	Healthcare Services	Administrative and Support Services	Fundraising Services	Total
Salaries and benefits	$ 12,688,419	$ 1,458,660	$ 568,041	$ 14,715,120
Other operating expenses				
Contract services	925,980	144,869	15,112	1,085,961
Program supplies	1,217,994	-	-	1,217,994
Software maintenance	460,634	52,938	20,620	534,192
Occupancy	502,635	57,765	22,500	582,900
Other	862,256	88,360	75,211	1,025,827
Depreciation	301,513	34,651	13,497	349,661
Total	$ 16,959,431	$ 1,837,243	$ 714,981	$ 19,511,655

12. Commitments and Contingencies

Medical Malpractice Insurance

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of the year ended December 31, 2018, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and additional medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

Leases

The Organization leases office space and certain other office equipment under noncancelable operating leases. Future minimum lease payments under these leases are as follows:

2019	$ 289,273
2020	76,992
2021	33,990
Total	$ 400,255

Rental expense amounted to $258,695 for the year ended December 31, 2018.

GREATER SEACOAST COMMUNITY HEALTH

[redacted]

Goodwin Community Health | Families First | Lilac City Pediatrics

Board of Directors
Calendar Year 2020

Name/Address	Phone/Email	Occupation
Chair Barbara Henry [redacted]	[redacted]	Retired Newspaper Publisher
Vice Chair Valerie Goodwin [redacted]	[redacted]	Retired Business **Consumer**
Board Treasurer Dennis Veilleux [redacted]	[redacted]	Accounting Manager
Board Secretary Jennifer Glidden [redacted]	[redacted]	DHHS Admin. Supervisor **Consumer**
Karin Barndollar [redacted]	[redacted]	Export Manager **Consumer**
Don Chick [redacted]	[redacted]	Photographer **Consumer**
Jo Jordon [redacted]	[redacted]	Emergency Management
Abigail Sykas Karoutas [redacted]	[redacted]	Attorney **Consumer**
Allison Neal [redacted]	[redacted]	Education Consultant **Consumer**
Yulia Rothenberg [redacted]	[redacted]	Education Consultant **Consumer**
Stuart Scharff [redacted]	[redacted]	Business/Legal
Kathy Scheu [redacted]	[redacted]	Medical/Laboratory Product Sales
Dan Schwarz [redacted]	[redacted]	Attorney **Consumer**

Rev. 8/2019

JANET M. LAATSCH
311 Route 108
Somersworth, NH 03878

Jlaatsch@GoodwinCH.org 603-953-0065

Objective: To utilize my leadership skills to create a dynamic, sustainable non-profit organization.

WORK EXPERIENCE:

Goodwin Community Health (GCH)
Somersworth, NH **2001-Present**
Chief Executive Officer **2005-Present**

Accomplishments:

- Successfully retained all Directors and Physicians
- Built relationships with donors, foundations, local and state representatives and other non-profit and for-profit organizations
- Retention of an active Board of Directors
- Improvement of patient outcomes
- Successfully implemented mental health integration program
- Successfully acquired a for-profit mental health organization
- Developed a new partnership with Noble High School
- Developed a new partnership with Southeastern NH Services
- Obtained new grant funding of over $7.0 million
- Expansion of donor base
- Development of a corporate compliance program
- Merged the public health and safety council under AGCHC

Responsibilities:

- Oversight of operations, finance, personnel and fund development
- Grant writing and donor development
- New business development
- Compliance with all federal and state regulations
- Build relationships and partnerships locally and statewide
- Strategic planning
- Report directly to the Board of Directors

Finance Director **2002-2005**

Accomplishments:

- Brought in over $3.0 million in grant funds for the organization
- Obtained Federally Qualified Health Center status in 2004
- Designed and implemented a successful new dental program
- Achieved a financial surplus annually

Responsibilities:

- Responsible for all financial transactions, billing, collections, patient accounts
- Strategic planning as it relates to capital funding
- Budget development, cost/benefit analysis of existing programs and potential new programs
- Development and implementation of an annual development plan
- Research, write, submit and provide follow-up reports for grant funds

- Oversee human resource functions of the organization

Grant Writer/Per Diem Nurse 2001-2002

Grant Writing Services,
N. Hampton, NH
Sole Proprietor 1999-2001

Accomplishments:

- Successfully researched and submitted grants for health and educational organizations totaling over $150k

Responsibilities:

- Research private, industry, state and federal funds for non-profit organizations

North Shore Medical Center (Partners Health Care) 1991-1999
Salem, MA
Acting Chief Operations Officer for the
North Shore Community Health Center 1997-1999

Accomplishments:

- Successfully submitted their competitive Federal grant and other state grants
- Recruited a medical director and re-negotiated existing provider contracts to include productivity standards
- Re-designed operations to improve productivity
- Incorporated the hospital's medical residency program into the Health Center
- Achieved a financial surplus for the first time in five years
- Developed a quality improvement program and framework

Responsibilities:

- Placed at the Health Center by the North Shore Medical Center to revamp operations and improve the cash flow for the organization
- Reported directly to the Board of Directors

EDUCATION:

University of New Hampshire: Durham, N.H.	M.B.A. Concentration in Finance	1991
Northern Michigan University: Marquette, M.I.	B.S.N. Minor in Biology	1981

LICENSES/CERTIFICATES:
Real Estate Broker
N.H. Nursing License

PROFESIONAL:
Member of the National Association of Community Health Centers
Previous Board member of the United Way of the Greater Seacoast
Treasurer for the Health and Safety Council of Strafford County
Board member of the Community Health Network Access (CHAN)
Board member of the Rochester Rotary, slotted for President in 2011

Erin E. Ross
42 Main Street Apt #2
Dover, NH 03820
Email Address: eross@agchc.org
Cell: (603) 953-3144

Objective

Obtain a position in Health Care, which will continue to build knowledge and skills from both education and experiences gained.

Qualifications

Mature, energetic individual possessing management experience, organizational skills, multi-tasking abilities, good work initiative and communicates well with internal and external contacts. Proficient in computer skills with a strong background using all applications within Microsoft Office programs.

Education

September 1998 – May 2002 **Bachelor of Science in Health Management & Policy**
University of New Hampshire
Durham, New Hampshire 03824

Related Experience

August 2006 – Present **Service Expansion Director**
Avis Goodwin Community Health Center

- Responsible for the overall function of the Winter St location of Avis Goodwin Community Health Center.
- Maintain all clinical equipment and order all necessary supplies.
- Coordinate the scheduling of all clinical and administrative staff in the office.
- Assist with the continued integration of dental services and now mental health services to existing primary care services.
- Assist with the integration of private OB/GYN practice into Avis Goodwin Community Health Center.
- Organize patient outcome data collection and quality improvement measures to monitor multiple aspects and assure sustainability for Avis Goodwin Community Health Center.

May 2005 – August 2006 **Site Manager, Dover Location**
Avis Goodwin Community Health Center

- Responsible for the overall function of the Dover location of Avis Goodwin Community Health Center.
- Maintain all clinical equipment and order all necessary supplies.
- Assist with the continued integration of dental services and now mental health services to existing primary care services.
- Coordinate the scheduling of all clinical and administrative staff in the office.
- Organize patient outcome data collection and quality improvement measures to monitor multiple aspects and assure sustainability for Avis Goodwin Community Health Center.

January 2005 – November 2005 **Front Office Manager**
Avis Goodwin Community Health Center

- Supervise, hire and evaluate front office staff of both Avis Goodwin Community Health Center locations.
- Develop and implement policies and procedures for the smooth functioning of the front office.

May 2004 – Present **Dental Coordinator**
Avis Goodwin Community Health Center

- Supervise, hire and evaluate dental staff, including Dental Assistant and Hygienists.
- Acted as general contractor during construction and renovation of existing facility for 4 dental exam rooms.
- Responsible for the operations of the dental center, development of educational programs for providers and staff and supervision of the school-based dental program.
- Developed policy and procedure manual, including OSHA and Infection Control protocols.
- Organize patient outcome data collection and quality improvement measures to monitor dental program and assure sustainability.
- Maintain all dental equipment and order all dental supplies.
- Coordinate grant fund requirements to multiple agencies on a quarterly basis.

- Oversee all aspects of billing for dental services, including training existing billing department staff.

July 2003 – May 2004 **Administrative Assistant to Medical Director**
Avis Goodwin Community Health Center

- Assist with Quality Improvement program by attending all meetings, generating monthly minutes documenting all aspects of the agenda and reporting quarterly data followed by the agency.
- Generate a monthly report reflecting provider productivity including number patients seen by each provider and no show and cancellation rates of appointments.
- Served as a liaison between patients and Chief Financial Officer to effectively handle all patient concerns and compliments.
- Established and re-created various forms and worksheets used by many departments.

December 2002 – May 2004 **Billing Associate**
Avis Goodwin Community Health Center

- Organize and respond to correspondence, rejections and payments from multiple insurance companies.
- Created an Insurance Manual for Front Office Staff and Intake Specialists as an aide to educate patients on their insurance.
- Responsible for credentialing and Re-credentialing of providers, including physicians, nurse practitioners and physician assistants, within the agency and to multiple insurance companies.
- Apply knowledge of computer skills, including Microsoft Office, Logician, PCN and Centricity.
- Designed a statement to generate from an existing Microsoft Access database for patients on payment plans to receive monthly statements.
- Assist Front Office Staff during times of planned and unexpected staffing shortages.

June 2002 - December 2002 **Billing Associate**
Automated Medical Systems
Salem, New Hampshire 03079

- Communicate insurance benefits and explain payments and rejections to patients about their accounts.
- Responsible for organizing and responding to correspondence received for multiple doctor offices.
- Determine effective ways for rejected insurance claims to get paid through communicating with insurance companies and patients.
- Apply knowledge of computer skills, including Microsoft Office, Accuterm and Docstar.

Work Experience

October 1998 – May 2002 **Building Manager**
Memorial Union Building – UNH
Durham, New Hampshire 03824

- Recognized as a Supervisor, May 2001-May 2002.
- Supervised Building Manager and Information Center staff.
- Responsible for managing and documenting department monetary transactions.
- Organized and led employee meetings on a weekly basis.
- Established policies and procedures for smooth functioning of daily events.
- Oversaw daily operations of student union building, including meetings and campus events.
- Served as a liaison between the University of New Hampshire, students, faculty and community.
- Organized and maintained a weekly list of rental properties available for students.
- Developed and administered new ideas for increased customer service efficiency.

References

Available upon request

Joann Buonomano, MD, FAAFP

P.O. Box 2078, Wolfeboro, NH 03894
603-387-8500, joann.buonomano@gmail.com

Education

Duke University - FAHEC Family Practice Residency Program — 1989 - 1992
- Chief Resident 1991-1992

Boston University School of Medicine — 1985 - 1989
- Senior year symposium "War & Medicine"
- Pediatric rotation in Spanishtown, Jamaica

Boston University – Biology — 1980 - 1984

Professional Experience

Ossipee Family Medicine Ossipee, NH — 1995 - present
- One-year successful implementation of Greenway EMR system
- Off-campus department of a critical-access hospital
- Servicing economically diverse population in rural NH
- Two-physician team and solo practice experience
- Supervision of PA's and PA students
- Minor in-office procedures, Excisions/I & D/trigger point/joint injections
- Colposcopy, Cryosurgery
- Home visits for practice hospice patients
- Nursing home responsibilities
- Average 22-29 patients/day; night and weekend coverage

Rural Health Clinic status - Ossipee, NH — 1995 - 2006
- In patient responsibilities, including ICU
- OB (w/o csxn). 30 deliveries/year
- Newborn care
- Prior clerkship site for third -year medical students MMC/UVM
- Grant Application submitted FQHC status 2005

Robeson Health Care Consortium, Pembroke, NC — 1992 - 1995
Faculty appointment - UNC School of Medicine
Clerkship site for third- and fourth -year medical students

Committee Experience, Huggins Hospital, Wolfeboro, NH

Chairperson – Out-Patient Division — 2012 - present
Chairperson – Clinical Quality Committee — 2011 - 2012
Chairperson – Maternal Child Health Committee — 2000 – 2005

Certifications and Licensure

NH State License #9369
Board Certified in Family Practice since 1992
ACLS (expires 1/2016)
PALS and ALSO (expired 5/2012)

Professional Organizations

AAFP Diplomat – 1992 – present
New Hampshire Medical Society
World Organization of National Colleges, Academies and Academic Associations of General Practitioners/Family Physicians (WONCA)
American College of Physician Executives

Personal

Children – daughter in college, son in high school
Spouse – employed as mental health professional
Hobbies include competing in sprint triathlons, sailing, kayaking, playing the flute, studying Medical Spanish

Joann Buonomano MD, FAAFP

DEA # BB3224968

NPI # 1427022292

Professional References

2/5/14

Eric Lewis MD
Wolfeboro Family Medicine
Huggins Hospital
Cell # 603-651-7036
email: lewiserc@hotmail.com

Marcia Arsnow MD
Emergency room Physician
Huggins Hospital
Cell # 603-387-7328
Email: drmschneid@gmail.com

Vlasta Zdrnja MD
Queen City Internal Medicine
Manchester ,NH
Cell # 603-303-9588
Email: vlasta0102@gmail.com

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Janet Laatsch	Chief Executive Officer	$216,778	0%	$0
Erin Ross	Chief Financial Officer	$149,177	0%	$0
Joann Buonomano	Chief Medical Officer	$242,403	0%	$0

MLC
276

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

May 31, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into **retroactive** agreements with the fifteen (15) vendors, as listed in the tables below, for the provision of primary health care services that include preventive and episodic health care for acute and chronic health conditions for people of all ages, statewide; including pregnant women, children, adolescents, adults, the elderly and homeless individuals, effective **retroactive** to April 1, 2018 upon Governor and Executive Council approval through March 31, 2020. 26% Federal Funds and 74% General Funds.

Primary Care Services

Vendor	Vendor Number	Location	Amount
Ammonoosuc Community Health Services, Inc.	177755-R001	25 Mount Eustis Road, Littleton, NH 03561	$373,662
Coos County Family Health Services, Inc.	155327-B001	133 Pleasant Street, Berlin, NH 03570	$213,277
Greater Seacoast Community Health	154703-B001	311 Route 108, Somersworth, NH 03878	$1,017,629
HealthFirst Family Care Center	158221-B001	841 Central Street, Franklin, NH 03235	$477,877
Indian Stream Health Center	165274-B001	141 Corliss Lane, Colebrook, NH 03576	$157,917

Lamprey Health Care, Inc.	177677-R001	207 South Main Street, Newmarket, NH 03857	$1,049,538
Manchester Community Health Center	157274-B001	145 Hollis Street, Manchester NH 03101	$1,190,293
Mid-State Health Center	158055-B001	101 Boulder Point Drive, Suite 1, Plymouth, NH 03264	$306,570
Weeks Medical Center	177171-R001	170 Middle Street, Lancaster, NH 03584/PO Box 240, Whitefield, NH 03598	$180,885
Sub-Total			***$4,967,648***

Primary Care Services for Specific Counties			
Vendor	**Vendor Number**	**Location**	**Amount**
Manchester Community Health Center	157274-B001	145 Hollis Street, Manchester NH 03101	$80,000
Concord Hospital	177653-B011	250 Pleasant St, Concord, NH 03301	$484,176
White Mountain Community Health Center	174170-R001	298 White Mountain Highway, PO Box 2800, Conway, NH 03818	$352,976
Sub-Total			***$917,152***

Primary Care Services for the Homeless			
Vendor	**Vendor Number**	**Location**	**Amount**
Greater Seacoast Community Health	154703-B001	311 Route 108, Somersworth, NH 03878	$146,488
Harbor Homes, Inc.	155358-B001	77 Northeastern Blvd, Nashua, NH 03062	$150,848
Sub-Total			***$297,336***

Primary Care Services for the Homeless – Sole Source for Manchester Department of Public Health			
Vendor	**Vendor Number**	**Location**	**Amount**
Manchester Health Department	177433-B009	1528 Elm Street, Manchester, NH 03101	$155,650
Sub-Total			***$155,650***
Primary Care Services Total Amount			**$6,337,786**

Funds are available in the following account for State Fiscal Years 2018 and 2019, and anticipated to be available in State Fiscal Year 2020, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

05-95-90-902010-51900000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, MATERNAL - CHILD HEALTH

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Svcs	90080100	$792,224
2019	102-500731	Contracts for Program Svcs	90080100	$3,168,891
2020	102-500731	Contracts for Program Svcs	90080100	$2,376,671
Total				**$6,337,786**

EXPLANATION

This request is **retroactive** as the Request for Proposals timeline extended beyond the expiration date of the previous primary care services contracts. The Request for Proposals was reissued to ensure that services would be provided in specific counties and in the City of Manchester, where the need is the greatest. Continuing this service without interruption allows for the availability of primary health care services for New Hampshire's most vulnerable populations who are at disproportionate risk of poor health outcomes and limited access to preventative care.

The agreement with the Manchester Health Department is **sole source**, as it is the only vendor capable and amenable to provide primary health care services to the homeless population of the City of Manchester. This community has been disproportionately impacted by the opioid crisis; increasing health risks to individuals who experience homelessness.

The purpose of these agreements is to provide primary health care services that include preventive and ongoing heath care for acute and chronic health conditions for people of all ages, including pregnant women, children, adolescents, adults, the elderly and the homeless. Primary and preventative health care services are provided to underserved, low-income and homeless individuals who experience barriers to accessing health care due to issues such as lack of insurance, inability to pay, limited language proficiency and geographic isolation. Primary care providers provide an array of enabling patient-centered services such as care coordination, translation services, transportation, outreach, eligibility assistance, and health education. These services assist individuals in overcoming barriers to achieve their optimal health.

Primary Care Services vendors were selected for this project through competitive bid processes. The Request for Proposals for Primary Care Services was posted on the Department of Health and Human Services' website from December 12, 2017 through January 23, 2018. A separate Request for Proposals to address a deficiency in Primary Care Services for specific counties was posted on the Department's website from February 12, 2018 through March 2, 2018. Additionally, the Request for Proposals for Primary Care Services for the Homeless was posted on the Department's website from January 26, 2018 through March 13, 2018.

The Department received fourteen (14) proposals. The proposals were reviewed and scored by a team of individuals with program specific knowledge. The Score Summaries are attached. A separate sole source agreement is requested to address the specific need of the homeless population of the City of Manchester.

As referenced in the Request for Proposals and in Exhibit C-1, Revisions to General Provisions, these Agreements reserve the option to extend contract services for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The Department will directly oversee and manage the contracts to ensure that quality improvement, enabling and annual project objectives are defined in order to measure the effectiveness of the program.

Should the Governor and Executive Council not authorize this request, the Department may be unable to ensure preventive and regular health care for acute and chronic health conditions for low income and homeless individuals of all ages, including pregnant women, children, adolescents, adults, and the elderly throughout the state.

Area served: Statewide.

Source of Funds: 26% Federal Funds from the US Department of Health and Human Services, Human Resources & Services Administration (HRSA), Maternal and Child Health Services (MCHS) Catalog of Federal Domestic Assistance (CFDA) #93.994, Federal Award Identification Number (FAIN), B04MC30627 and 74% General Funds.

In the event that Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,

Lisa Morris, MSSW
Director

Approved by:

Jeffrey A. Meyers
Commissioner

FORM NUMBER P-37 (version 5/8/15)

Subject: Primary Care Services for the Homeless (RFP-2018-DPHS-13-PRIMA)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Greater Seacoast Community Health		1.4 Contractor Address 311 Route 108, Somersworth, NH 03878	
1.5 Contractor Phone Number 603-516-2550	1.6 Account Number 05-95-90-902010-5190-102-500731	1.7 Completion Date March 31, 2020	1.8 Price Limitation $146,488
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature Daniel Loeb		1.12 Name and Title of Contractor Signatory Daniel Loeb, CEO	

1.13 Acknowledgement: State of NH, County of Rockingham

On 5/16/18, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

Kimberlee A Durkee

[Seal]

Kimberlee A. Durkee
Notary Public
My Commission Expires
March 21, 2023

1.13.2 Name and Title of Notary or Justice of the Peace

Kimberlee A Durkee, Notary Public

1.14 State Agency Signature Date: 5/24/18	1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 6/2/18

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials [signature]
Date 5/16/18

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials _____
Date 5-16-12

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials _____

Date 5/14/19

Scope of Services

1. Provisions Applicable to All Services

1.1. The Vendor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Vendor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this contract, the Vendor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. et seq.

1.4. The Vendor shall maximize billing to private and commercial insurances, Medicare and Medicaid for all reimbursable services rendered. The Department shall be the payor of last resort.

1.5. The Vendor shall remain in compliance with all applicable state and federal laws for the duration of the contract period, including but not limited to:

1.5.1. NH RSA 141-C and Administrative Rule He-P 301, adopted 6/3/08, which requires the reporting of all communicable diseases.

1.5.2. NH RSA 169:C, Child Protection Act; NH RSA 161-F46, Protective Services to Adults, NH RSA 631:6, Assault and Related Offences, and RSA 130:A, Lead Paint Poisoning and Control.

1.5.3. NH RSA 141-C and the Immunization Rules promulgated, hereunder.

2. Scope of Services

2.1. Preventative and Primary Health Care, as well as related Care Management and Enabling Services shall be provided to individuals who are considered homeless, of all ages, statewide, who are:

2.1.1. Uninsured;

2.1.2. Underinsured;

2.1.3. Low-income (defined as <185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines;

2.1.4. Lacking housing, including an individual whose primary residence during the night is a supervised public or private facility (e.g., shelters) that provides temporary living accommodations;

2.1.5. In transitional housing;

2.1.6. Unable to maintain their housing situation;

2.1.7. Forced to stay with a series of friends and/or extended family members, hence are considered homeless;

2.1.8. To be released from a prison or a hospital and do not have a stable housing situation to which they can return, especially if they were considered to be homeless prior to incarceration or hospitalization.

2.2. The Vendor shall use flexible hours and minimal use of appointment systems to provide primary care and enabling services to homeless individuals and families through the use of permanent office based locations and/or mobile or temporary delivery locations.

2.3. The Vendor shall continue to provide primary care and enable services to individuals, for a minimum of three hundred and sixty-four (364) calendar days following the individual's placement in permanent housing.

2.4. The Vendor shall provide Screening, Brief Intervention and Referrals to all individuals receiving care under this agreement.

2.5. The Vendor shall ensure primary care services are provided by a New Hampshire licensed Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Advanced Practice Registered Nurse (APRN) or Physician Assistant (PA) to eligible individuals in the service area.

2.6. The Vendor shall ensure primary care services include, but are not limited to:

2.6.1. Reproductive health services.

2.6.2. Behavioral health services.

2.6.3. Preventive services, screenings and health education in accordance with established, documented state or national guidelines.

2.6.4. Pathology, radiology, surgical and CLIA certified laboratory services either on-site or by referral.

2.6.5. Assessment of need and follow-up/referral as indicated for:

2.6.5.1. Tobacco cessation, including referral to QuitWorks-NH, www.QuitWorksNH.org.

2.6.5.2. Social services.

2.6.5.3. Chronic Disease management, including disease specific referral and self-management education such as referral to Diabetes Self-Management Education (DSME) as recommended by American Diabetes Association (ADA).

2.6.5.4. Nutrition services, including Women, Infants and Children (WIC) Food and Nutrition Service, as appropriate;

2.6.5.5. Screening, Brief Intervention and Referral to Treatment (SBIRT) services, including but not limited to contact with the Regional Public Health Network Continuum of Care Development Initiative.

2.6.5.6. Referrals to health, home care, oral health and behavioral health specialty providers who offer sliding scale fees, when available.

2.7. The Vendor shall provide care management for individuals enrolled for primary care services, which includes, but is not limited to:

2.7.1. Integrated and coordinated services that ensure patients receive necessary care, including behavioral health and oral care when and where it is needed and wanted, in a culturally and linguistically appropriate manner.

2.7.2. Direct access to a healthcare provider by telephone twenty-four (24) hours per day, seven (7) days per week, directly, by referral or subcontract.

2.7.3. Care facilitated by registries; information technology; health information exchanged.

2.7.4. An integrated model of primary care, which includes, but is not limited to:

2.7.4.1. Behavioral health;

2.7.4.2. Oral health;

2.7.4.3. Use of navigators and case management; and

2.7.4.4. Co-location of services and system-level integration of care.

2.8. The Vendor shall provide and facilitate enabling services, which are non-clinical services that support the delivery of basic primary care services, and facilitate access to comprehensive patient care as well as social services that include, but are not limited to:

2.8.1. Case Management.

2.8.2. Benefit counseling.

2.8.3. Health insurance eligibility and enrollment assistance.

2.8.4. Health education and supportive counseling.

2.8.5. Interpretation/translation for individuals with Limited English Proficiency or other communication needs.

2.8.6. Outreach, which may include the use of community health workers.

2.8.7. Transportation.

2.8.8. Education of patients and the community regarding the availability and appropriate use of health services.

2.8.9. The Vendor will submit at least one annual Workplan that includes a detailed description of the enabling services funded by this contract. This shall be developed and submitted according to the schedule and instructions provided by MCHS. The vendor will be notified at

least thirty (30) days in advance of any changes in the submission schedule.

2.9. Eligibility Determination Services

2.9.1. The Vendor shall notify the Department, in writing, if access to Primary Care or SBIRT Services for new patients are limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

2.9.2. The Vendor shall assist individuals with completing a Medicaid/Expanded Medicaid and other health insurance application when income calculations indicate possible Medicaid eligibility.

2.9.3. The Vendor shall post a notice in a public and conspicuous location noting that no individual will be denied services for an inability to pay.

2.9.4. The Vendor shall develop and implement a sliding fee scale for services in accordance with the Federal Poverty Guidelines. The Vendor shall;

2.9.4.1. Make the sliding fee scale available to the Department upon request; and

2.9.4.2. Update the sliding fee scale on an annual basis, when new Federal Poverty Guidelines are released; and

2.9.4.3. Provide updated sliding fee scales to the Department for review and approval prior to implementation.

2.10. Coordination of Services

2.10.1. The Vendor shall coordinate with other service providers, within the community, whenever possible, including, but not limited to collaboration with interagency referrals and to deliver coordination of care.

2.10.2. The Vendor shall participate in activities within their Public Health Region, as appropriate, to enhance the integration of community-based public health prevention and healthcare initiatives being implemented, including but not limited to:

2.10.2.1. Community needs assessments;

2.10.2.2. Public health performance assessments; and

2.10.2.3. Regional health improvement plans under development.

2.10.3. The Vendor shall participate in and coordinate public health activities, as requested by the Department, during any disease outbreak and/or emergency that affects the public's health.

3. Staffing

3.1. The Vendor shall ensure all health and allied health professions have the

appropriate, current New Hampshire licenses whether directly employed, contracted or subcontracted.

3.2. The Vendor shall employ a medical services director with special training and experience in primary care who shall participate in quality improvement activities and be available to other staff for consultation, as needed.

3.3. The Vendor shall notify the Maternal and Child Health Section (MCHS), in writing, of any newly hired administrator, clinical coordinator or any staff person essential to providing contracted services and include a copy of the individual's resume, within thirty (30) days of hire.

3.4. The Vendor shall notify the MCHS, in writing, when:

3.4.1. Any critical position is vacant for more than thirty (30) days;

3.4.2. There is not adequate staffing to perform all required services for any period lasting more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

4. Reporting/Deliverables

4.1. Required Meetings & Trainings

4.1.1. The Vendor shall attend meetings and trainings facilitated by the MCHS programs that include, but are not limited to:

4.1.1.1. MCHS Agency Directors' meetings;

4.1.1.2. MCHS Primary Care Coordinators' meetings, which are held two (2) times per year, which may require attendance by agency quality improvement staff; and

4.1.1.3. MCHS Agency Medical Services Directors' meetings.

4.2. Workplans, Outcome Reports & Additional Reporting Requirements

4.2.1. The Vendor shall collect and report data as detailed in Exhibit A-1 "Reporting Metrics" according to the Exhibit A-2 "Report Timing Requirements".

4.2.2. The Vendor shall submit reports as defined within Exhibit A-2 "Report Timing Requirements".

4.2.3. The Vendor shall submit an updated budget narrative, within thirty (30) days of the contract execution date and annually, as defined in Exhibit A-2 "Report Timing Requirements". The budget narrative shall include, at a minimum;

4.2.3.1. Staff roles and responsibilities, defining the impact each role has on contract services;

4.2.3.2. Staff list, defining;

4.2.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

4.2.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

4.2.4. In addition to the report defined within Exhibit A-2 "Report Timing Requirements", the Vendor shall submit a Sources of Revenue report at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

4.2.5. In addition to the reporting defined within Exhibit A-2, "Report Timing Requirements", the Vendor must maintain documentation for each individual receiving services described in this contract, that includes, but is not limited to;

4.2.5.1. Family income;

4.2.5.2. Family size; and

4.2.5.3. Income in relation to the Federal Poverty Guidelines.

4.3. On-Site Reviews

4.3.1. The Vendor shall permit a team or person authorized by the Department to periodically review the Vendor's:

4.3.1.1. Systems of governance.

4.3.1.2. Administration.

4.3.1.3. Data collection and submission.

4.3.1.4. Clinical and financial management.

4.3.1.5. Delivery of education services.

4.3.1.6. Delivery of Primary Care Services within the Specific County of service

4.3.2. The Vendor shall cooperate with the Department to ensure information needed for the reviews is accessible and provided. The Vendor shall ensure information includes, but is not limited to:

4.3.2.1. Client records.

4.3.2.2. Documentation of approved enabling services and quality improvement projects, including process and outcome evaluations.

4.3.3. The Vendor shall take corrective actions, as advised by the review team, if services provided are not in compliance with the contract requirements.

4.4. Quality Improvement

4.4.1. The Vendor shall develop, define, facilitate and implement a minimum of two (2) Quality Improvement (QI) projects, which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of

targeted patient groups.

4.4.1.1. One (1) quality improvement project must focus on the performance measure as designated by MCHS. (Defined as Patient Safety: Falls Screening SFY 2018 – 2019)

4.4.1.2. The other(s) will be chosen by the vendor based on previous performance outcomes needing improvement.

4.4.2. The Vendor shall utilize Quality Improvement Science to develop and implement a QI Workplan for each QI project. The QI Workplan will include:

4.4.2.1. Specific goals and objectives for the project period; and

4.4.2.2. Evaluation methods used to demonstrate improvement in the quality, efficiency, and effectiveness of patient care.

4.4.3. The Vendor shall include baseline measurements for each area of improvement identified in the QI projects, to establish health care services and health status of targeted patient groups to be improved upon.

4.4.4. The Vendor may utilize activities in QI projects that enhance clinical workflow and improve patient outcomes, which may include, but are not limited to:

4.4.4.1. EMR prompts/alerts.

4.4.4.2. Protocols/Guidelines.

4.4.4.3. Diagnostic support.

4.4.4.4. Patient registries.

4.4.4.5. Collaborative learning sessions.

5. Performance Measures

5.1. The Vendor shall ensure that the following performance indicators are annually achieved and monitored quarterly to measure the effectiveness of the agreement:

5.1.1. Annual improvement objectives shall be defined by the vendor and submitted to the Department. Objectives shall be measurable, specific and align to the provision of primary care services defined within Exhibit A-1 "Reporting Metrics"

Exhibit A-1 – Reporting Metrics

1. **Definitions**

1.1. **Measurement Year** – Measurement Year consists of 365 days and is defined as either:

1.1.1. The calendar year, (January 1st through December 31st); or

1.1.2. The state fiscal year (July 1st through June 30th).

1.2. **Medical Visit** – Medical visit is defined as any office visit including all well-care and acute-care visits.

1.3. **HEDIS** – Healthcare Effectiveness Data and Information Set

1.4. **NQF** – National Quality Forum

1.5. **Title V** – Federal Maternal and Child Health Services Block Grant

1.6. **UDS** – Uniform Data System

1.7. **NH MCHS** – New Hampshire Maternal and Child Health Section

2. **MCHS PRIMARY CARE FOR THE HOMELESS PERFORMANCE MEASURES**

2.1. **Preventive Health: Depression Screening**

2.1.1. Percentage of patients ages twelve (12) and older screened for clinical depression using an age appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NQF 0418, UDS).

2.1.1.1. Numerator: Patients twelve (12) years and older who are screened for clinical depression using an age-appropriate standardized depression screening tool **AND** if positive, a follow-up plan documented.

2.1.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented follow-up plan.

2.1.1.3. Denominator: All patients twelve (12) years and older by the end of the measurement year who had at least one (1) medical visit during the measurement year.

2.1.1.4. Denominator Exception: Depression screening not performed due to medical contraindicated or patient refusal.

2.1.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as suicide risk assessment and/or referral to practitioner who is

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Date: 5-16-18

qualified to diagnose and treat depression, and/or notification of primary care provider.

2.2. **Preventive Health: Obesity Screening**

2.2.1. Percentage of patients aged 18 years and older with a calculated BMI in the past six months or during the current visit documented in the medical record AND if the most recent BMI is outside of normal parameters, a follow-up plan is documented (NQF 0421, UDS).

2.2.1.1. Normal parameters: Age 65 and older BMI ≥ 23 and < 30

2.2.1.2. Age 18 through 64 BMI ≥ 18.5 and < 25

2.2.1.3. Numerator: Patients with BMI calculated within the past six months or during the current visit and a follow-up plan documented if the BMI is outside of parameters (Normal BMI + abnormal BMI with documented plan).

2.2.1.4. Definition of Follow-Up Plan: Proposed outline of follow-up plan to be conducted as a result of BMI outside of normal parameters. The follow-up plan can include documentation of a future appointment, education, referral (such as registered dietician, nutritionist, occupational therapist, primary care physician, exercise physiologist, mental health provider, surgeon, etc.), prescription of/administration of dietary supplements, exercise counseling, nutrition counseling, etc.

2.2.1.5. Denominator: All patients aged 18 years and older who had at least one (1) medical visit during the measurement year.

2.3. **Preventive Health: Tobacco Screening**

2.3.1. Percent of patients aged 18 years and older who were screened for tobacco use at least once during the measurement year or prior year AND who received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user (UDS).

2.3.1.1. Numerator: number of patients in the denominator for whom documentation demonstrates that patients were queried about their tobacco use one or more times during their most recent visit OR within twenty-four (24) months of the most recent visit and received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user.

2.3.1.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.3.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.3.1.4. Definitions:

2.3.1.4.1. Tobacco Use: Includes any type of tobacco.

2.3.1.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy.

2.4. **At Risk Population: Hypertension**

2.4.1. Percentage of patients aged 18 through 85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90mmHG) during the measurement year (NQF 0018).

2.4.1.1. Numerator: Number of patients from the denominator with blood pressure measurement less than 140/90 mm HG at the time of their last measurement.

2.4.1.2. Denominator: Number of patients age 18 through 85 with diagnosed hypertension (must have been diagnosed with hypertension 6 or more months before the measurement date) who had at least one (1) medical visit during the measurement year. (Excludes pregnant women and patients with End Stage Renal Disease.)

2.5. **Patient Safety: Falls Screening**

2.5.1. Percent of patients aged 65 years and older who were screened for fall risk at least once within 12 months (NH MCHS).

2.5.1.1. Numerator: Patients who were screened for fall risk at least once within the measurement year.

2.5.1.2. Denominator: All patients aged 65 years and older seen by a health care provider within the measurement year.

2.6. **SBIRT**

2.6.1. SBIRT – Percent of patients aged 18 years and older who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, received a brief intervention or referral to services (NH MCHS).

2.6.1.1. Numerator: Number of patients in the denominator who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, who received a brief intervention and/or referral to services.

2.6.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.6.1.3. Denominator: Number of patients aged 18 years and older seen for annual/preventive visit within the measurement year.

2.6.1.4. Definitions:

2.6.1.4.1. Substance Use: Includes any type of alcohol or drug.

2.6.1.4.2. Brief Intervention: Includes guidance or counseling.

2.6.1.4.3. Referral to Services: includes any recommendation of direct referral for substance abuse services.

Exhibit A-2 – Report Timing Requirements

1.1. Primary Care Services for the Homeless Reporting Requirements

1.1.1. The reports are required due on the date(s) listed, or, in years where the date listed falls on a non-business day, reports are due on the Friday immediately prior to the date listed.

1.1.2. The Vendor is required to complete and submit each report, following instructions sent by the Department

1.1.3. An updated budget narrative must be provided to the Department, within thirty (30) days of contract approval. The budget narrative must include, at a minimum;

1.1.3.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.1.3.2. Staff list, defining;

1.1.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.1.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

1.2. Annual Reports

1.2.1. The following reports are required annually, on or prior to;

1.2.1.1. March 31st;

1.2.1.1.1. Uniform Data Set (UDS) Data tables reflecting program performance for the previous calendar year;

1.2.1.1.2. Budget narrative, which includes, at a minimum;

1.2.1.1.3. Staff roles and responsibilities, defining the impact each role has on contract services

1.2.1.1.4. Staff list, defining;

1.2.1.1.5. The Full Time Equivalent percentage allocated to contract services, and;

1.2.1.1.6. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

1.2.1.2. July 31st;

1.2.1.2.1. Summary of patient satisfaction survey results obtained during the prior contract year;

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Date: 5-16-18

1.2.1.2.2. Quality Improvement (QI) Workplans, Performance Outcome Section

1.2.1.2.3. Enabling Services Workplans, Performance Outcome Section

1.2.1.3. September 1st;

1.2.1.3.1. QI workplan revisions, as needed;

1.2.1.3.2. Enabling Service Workplan revisions, as needed;

1.2.1.3.3. Correction Action Plan (Performance Measure Outcome Report), as needed;

1.3. **Semi-Annual Reports**

1.3.1. Primary Care Services Measure Data Trend Table (DTT), due on;

1.3.1.1. July 31, 2018 (measurement period July 1 – June 30) and;

1.3.1.2. January 31 (measurement period January 1 – December 31).

1.4. **The following report is required 30 days following the end of each quarter, beginning in State Fiscal Year 2018;**

1.4.1. Perinatal Client Data Form (PCDF), for the entire population served by the Contractor;

1.4.1.1. Due on April 30, July 31, October 31 and January 31

Contractor Initials: RL
Date: 5-16-18

Method and Conditions Precedent to Payment

1. The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This contract is funded with general and federal funds. Department access to supporting funding for this project is dependent upon meeting the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) (https://www.cfda.gov) #93.994, Maternal and Child Health Services Block Grant to the States

3. The Contractor shall not use or apply contract funds for capital additions, improvements, entertainment costs or any other costs not approved by the Department.

4. Payment for services shall be as follows:

   4.1. Payments shall be on a cost reimbursement basis for approved actual costs in accordance with Exhibits B-1 through Exhibit B-3.

   4.2. The Contractor shall submit invoices in a form satisfactory to the State no later than the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor agrees to keep detailed records of their activities related to Department-funded programs and services.

      4.2.1. Expenditure detail may be requested by the Department on an intermittent basis, which the Contractor must provide.

      4.2.2. Onsite reviews may be required.

   4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

   4.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or invoices may be mailed to:

      Financial Administrator

      Department of Health and Human Services

      Division of Public Health

      29 Hazen Dr.

      Concord, NH 03301

4.5. The final invoice shall be due to the State no later than forty (40) days after the date specified in Form P-37, Block 1.7 Completion Date.

4.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

5. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjusting encumbrances between State Fiscal Years within the price limitation may be made without obtaining approval of the Governor and Executive Council, upon written agreement of both parties.

New Hampshire Department of Health and Human Services

Bidder/Program Name: Greater Seacoast Community Health

Budget Request for: RFP-2018-DPHS-13-PRIMA: Primary Care Services for the Homeless

Budget Period: SFY 2018 (April 1, 2018 - June 30, 2018)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 106,339.00	$ -	$ 106,339.00	$ 88,028.00	$ -	$ 88,028.00	$ 18,311.00	$ -	$ 18,311.00
2. Employee Benefits	$ 19,673.00	$ -	$ 19,673.00	$ 19,673.00	$ -	$ 19,673.00	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ 455.00	$ -	$ 455.00	$ 455.00	$ -	$ 455.00	$ -	$ -	$ -
Purchase/Minor Equipment	$ 16,835.00	$ -	$ 16,835.00	$ 16,835.00	$ -	$ 16,835.00	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 4,691.00	$ -	$ 4,691.00	$ 4,691.00	$ -	$ 4,691.00	$ -	$ -	$ -
Office	$ 587.00	$ -	$ 587.00	$ 587.00	$ -	$ 587.00	$ -	$ -	$ -
6. Travel	$ 4,842.00	$ -	$ 4,842.00	$ 4,842.00	$ -	$ 4,842.00	$ -	$ -	$ -
7. Occupancy	$ 2,017.00	$ -	$ 2,017.00	$ 2,017.00	$ -	$ 2,017.00	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 1,500.00	$ -	$ 1,500.00	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	$ -
Postage	$ -	$ 950.00	$ 950.00	$ -	$ 950.00	$ 950.00	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ 1,450.00	$ 1,450.00	$ -	$ 1,450.00	$ 1,450.00	$ -	$ -	$ -
Insurance (Van and Malpractice)	$ 1,881.00	$ -	$ 1,881.00	$ 1,881.00	$ -	$ 1,881.00	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 1,597.00	$ -	$ 1,597.00	$ 1,597.00	$ -	$ 1,597.00	$ -	$ -	$ -
11. Staff Education and Training	$ 1,525.00	$ -	$ 1,525.00	$ 1,525.00	$ -	$ 1,525.00	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
a. Van - Repairs and Maintenance	$ 6,638.00	$ -	$ 6,638.00	$ 6,638.00	$ -	$ 6,638.00	$ -	$ -	$ -
b. Computer Operations	$ 3,940.00	$ -	$ 3,940.00	$ 3,940.00	$ -	$ 3,940.00	$ -	$ -	$ -
c. CHAN Membership	$ 395.00	$ -	$ 395.00	$ 395.00	$ -	$ 395.00	$ -	$ -	$ -
d. Bank Fees/Interest	$ 250.00	$ -	$ 250.00	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -
e. Dues/Memberships/Licenses	$ 300.00	$ -	$ 300.00	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -
f. Contracted Services (General)	$ 850.00	$ -	$ 850.00	$ 850.00	$ -	$ 850.00	$ -	$ -	$ -
g. Program/Department Expenses	$ 1,529.00	$ -	$ 1,529.00	$ 1,529.00	$ -	$ 1,529.00	$ -	$ -	$ -
h. Bad Debts	$ 650.00	$ -	$ 650.00	$ 650.00	$ -	$ 650.00	$ -	$ -	$ -
i. Contracted Services (Physicians Services	$ 1,429.00	$ -	$ 1,429.00	$ 1,429.00	$ -	$ 1,429.00	$ -	$ -	$ -
j. Administrative Costs @ 10% Direct Exp.	$ -	$ 20,687.00	$ 20,687.00	$ -	$ 20,687.00	$ 20,687.00	$ -	$ -	$ -
k. Depreciation Expense	$ 7,773.00	$ -	$ 7,773.00	$ 7,773.00	$ -	$ 7,773.00	$ -	$ -	$ -
l. Miscellaneous	$ 375.00	$ -	$ 375.00	$ 375.00	$ -	$ 375.00	$ -	$ -	$ -
TOTAL	$ 186,071.00	$ 23,087.00	$ 209,158.00	$ 167,760.00	$ 23,087.00	$ 190,847.00	$ 18,311.00	$ -	$ 18,311.00
Indirect As A Percent of Direct		12.4%							

New Hampshire Department of Health and Human Services

Bidder/Program Name: Greater Seacoast Community Health

Budget Request for: RFP-2018-DPHS-13-PRIMA: Primary Care Services for the Homeless

Budget Period: SFY 2019 (July 1, 2018 - June 30, 2019)

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 425,352.00	$ -	$ 425,352.00	$ 352,108.00	$ -	$ 352,108.00	$ 73,244.00	$ -	$ 73,244.00
2. Employee Benefits	$ 78,690.00	$ -	$ 78,690.00	$ 78,690.00	$ -	$ 78,690.00	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ 1,820.00	$ -	$ 1,820.00	$ 1,820.00	$ -	$ 1,820.00	$ -	$ -	$ -
Purchase/Minor Equipment	$ 3,500.00	$ -	$ 3,500.00	$ 3,500.00	$ -	$ 3,500.00	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 18,764.00	$ -	$ 18,764.00	$ 18,764.00	$ -	$ 18,764.00	$ -	$ -	$ -
Office	$ 2,348.00	$ -	$ 2,348.00	$ 2,348.00	$ -	$ 2,348.00	$ -	$ -	$ -
6. Travel	$ 19,368.00	$ -	$ 19,368.00	$ 19,368.00	$ -	$ 19,368.00	$ -	$ -	$ -
7. Occupancy	$ 8,068.00	$ -	$ 8,068.00	$ 8,068.00	$ -	$ 8,068.00	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 6,000.00	$ -	$ 6,000.00	$ 6,000.00	$ -	$ 6,000.00	$ -	$ -	$ -
Postage	$ -	$ 3,800.00	$ 3,800.00	$ -	$ 3,800.00	$ 3,800.00	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ 5,800.00	$ 5,800.00	$ -	$ 5,800.00	$ 5,800.00	$ -	$ -	$ -
Insurance (Van and Malpractice)	$ 7,524.00	$ -	$ 7,524.00	$ 7,524.00	$ -	$ 7,524.00	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 6,388.00	$ -	$ 6,388.00	$ 6,388.00	$ -	$ 6,388.00	$ -	$ -	$ -
11. Staff Education and Training	$ 6,100.00	$ -	$ 6,100.00	$ 6,100.00	$ -	$ 6,100.00	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
a. Van - Repairs and Maintenance	$ 26,552.00	$ -	$ 26,552.00	$ 26,552.00	$ -	$ 26,552.00	$ -	$ -	$ -
b. Computer Operations	$ 15,760.00	$ -	$ 15,760.00	$ 15,760.00	$ -	$ 15,760.00	$ -	$ -	$ -
c. CHAN Membership	$ 1,580.00	$ -	$ 1,580.00	$ 1,580.00	$ -	$ 1,580.00	$ -	$ -	$ -
d. Bank Fees/Interest	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -
e. Dues/Memberships/Licenses	$ 1,200.00	$ -	$ 1,200.00	$ 1,200.00	$ -	$ 1,200.00	$ -	$ -	$ -
f. Contracted Services (General)	$ 3,400.00	$ -	$ 3,400.00	$ 3,400.00	$ -	$ 3,400.00	$ -	$ -	$ -
g. Program/Department Expenses	$ 6,116.00	$ -	$ 6,116.00	$ 6,116.00	$ -	$ 6,116.00	$ -	$ -	$ -
h. Bad Debts	$ 2,600.00	$ -	$ 2,600.00	$ 2,600.00	$ -	$ 2,600.00	$ -	$ -	$ -
i. Contracted Services (Physicians Services	$ 5,716.00	$ -	$ 5,716.00	$ 5,716.00	$ -	$ 5,716.00	$ -	$ -	$ -
j. Administrative Costs @ 10% Direct Exp.	$ -	$ 68,044.30	$ 68,044.30	$ -	$ 68,044.30	$ 68,044.30	$ -	$ -	$ -
k. Depreciation Expense	$ 31,092.00	$ -	$ 31,092.00	$ 31,092.00	$ -	$ 31,092.00	$ -	$ -	$ -
l. Miscellaneous	$ 1,500.00	$ -	$ 1,500.00	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	$ -
TOTAL	$ 680,438.00	$ 77,644.30	$ 758,082.30	$ 607,194.00	$ 77,644.30	$ 684,838.30	$ 73,244.00	$ -	$ 73,244.00
Indirect As A Percent of Direct		11.4%							

Contractor's Initials DS 7-6-18

New Hampshire Department of Health and Human Services

Bidder/Program Name: Greater Seacoast Community Health

Budget Request for: RFP-2018-DPHS-13-PRIMA: Primary Care Services for the Homeless

Budget Period: SFY 2020 (July 1, 2019 - March 31, 2020)

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 407,041.00	$ -	$ 407,041.00	$ 352,108.00	$ -	$ 352,108.00	$ 54,933.00	$ -	$ 54,933.00
2. Employee Benefits	$ 75,302.47	$ -	$ 75,302.47	$ 75,302.47	$ -	$ 75,302.47	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ 1,820.00	$ -	$ 1,820.00	$ 1,820.00	$ -	$ 1,820.00	$ -	$ -	$ -
Purchase/Minor Equipment	$ 3,500.00	$ -	$ 3,500.00	$ 3,500.00	$ -	$ 3,500.00	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 18,764.00	$ -	$ 18,764.00	$ 18,764.00	$ -	$ 18,764.00	$ -	$ -	$ -
Office	$ 2,348.00	$ -	$ 2,348.00	$ 2,348.00	$ -	$ 2,348.00	$ -	$ -	$ -
6. Travel	$ 19,368.00	$ -	$ 19,368.00	$ 19,368.00	$ -	$ 19,368.00	$ -	$ -	$ -
7. Occupancy	$ 8,068.00	$ -	$ 8,068.00	$ 8,068.00	$ -	$ 8,068.00	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 6,000.00	$ -	$ 6,000.00	$ 6,000.00	$ -	$ 6,000.00	$ -	$ -	$ -
Postage	$ -	$ 3,800.00	$ 3,800.00	$ -	$ 3,800.00	$ 3,800.00	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ 5,800.00	$ 5,800.00	$ -	$ 5,800.00	$ 5,800.00	$ -	$ -	$ -
Insurance (Van and Malpractice)	$ 7,524.00	$ -	$ 7,524.00	$ 7,524.00	$ -	$ 7,524.00	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 6,388.00	$ -	$ 6,388.00	$ 6,388.00	$ -	$ 6,388.00	$ -	$ -	$ -
11. Staff Education and Training	$ 6,100.00	$ -	$ 6,100.00	$ 6,100.00	$ -	$ 6,100.00	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
a. Van - Repairs and Maintenance	$ 26,552.00	$ -	$ 26,552.00	$ 26,552.00	$ -	$ 26,552.00	$ -	$ -	$ -
b. Computer Operations	$ 15,760.00	$ -	$ 15,760.00	$ 15,760.00	$ -	$ 15,760.00	$ -	$ -	$ -
c. CHAN Membership	$ 1,580.00	$ -	$ 1,580.00	$ 1,580.00	$ -	$ 1,580.00	$ -	$ -	$ -
d. Bank Fees/Interest	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -
e. Dues/Memberships/Licenses	$ 1,200.00	$ -	$ 1,200.00	$ 1,200.00	$ -	$ 1,200.00	$ -	$ -	$ -
f. Contracted Services (General)	$ 3,400.00	$ -	$ 3,400.00	$ 3,400.00	$ -	$ 3,400.00	$ -	$ -	$ -
g. Program/Department Expenses	$ 6,116.00	$ -	$ 6,116.00	$ 6,116.00	$ -	$ 6,116.00	$ -	$ -	$ -
h. Bad Debts	$ 2,600.00	$ -	$ 2,600.00	$ 2,600.00	$ -	$ 2,600.00	$ -	$ -	$ -
i. Contracted Services (Physicians Services	$ 5,716.00	$ -	$ 5,716.00	$ 5,716.00	$ -	$ 5,716.00	$ -	$ -	$ -
j. Administrative Costs @ 10% Direct Exp.	$ -	$ 65,874.45	$ 65,874.45	$ -	$ 65,874.45	$ 65,874.45	$ -	$ -	$ -
k. Depreciation Expense	$ 31,092.00	$ -	$ 31,092.00	$ 31,092.00	$ -	$ 31,092.00	$ -	$ -	$ -
l. Miscellaneous	$ 1,500.00	$ -	$ 1,500.00	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	$ -
TOTAL	$ 658,739.47	$ 76,474.45	$ 734,213.91	$ 603,806.47	$ 75,474.45	$ 679,280.91	$ 54,933.00	$ -	$ 54,933.00
Indirect As A Percent of Direct		11.5%							

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

Contractor Initials SJL
Date 5-1 6-16

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

Contractor Initials _____
Date 5-16-16

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Division reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

5-16-18
Date

Name: Janet Courtois
Title: CEO

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name:

5-16-12
Date

Name:
Title: CEO

Contractor Initials
Date 5-16-12

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

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

5-16-18
Date

Name:
Title: CEO

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.

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:

5-16-16
Date

Name:
Title: CEO

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:

5-16-16
Date

Name:
Title: CEO

HEALTH INSURANCE PORTABLITY 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, TitleXIII, 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.

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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 (l). 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

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

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.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Greater Seacoast Community Health
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Janet Lacasse
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, DPHS	CEO
Title of Authorized Representative	Title of Authorized Representative
5/24/18	5-16-18
Date	Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

5-16-16
Date

Name:
Title: CEO

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 780054164

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: _____

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining complian e with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Primary Care Services for the Homeless in the City of Manchester

This 1st Amendment to the Primary Care Services for the Homeless in the City of Manchester (contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Manchester Health Department (hereinafter referred to as "the Contractor"), a non-profit with a place of business at 1528 Elm Street Manchester, NH 03101-1350.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018, (Item #27G), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18 the Contract may be amended and renewed upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2021.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $246,609.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Modify Exhibit A, Scope of Services by deleting it in its entirety and replacing with Exhibit A Amendment #1, Scope of Services, incorporated by reference and attached herein.

6. Modify Exhibit A-1, Reporting Metrics by deleting it in its entirety and replacing with Exhibit A-1, Reporting Metrics Amendment #1, incorporated by reference and attached herein.

7. Modify Exhibit A-2, Report Timing Requirements by deleting it in its entirety.

8. Modify Exhibit B, Methods and Conditions Precedent to Payment, Subsection 4.1 to read:

   4.1 Payments shall be on a cost reimbursement basis for approved actual costs in accordance with Exhibit B-1 through Exhibit B-5, Amendment #1 Budget, incorporated by reference and attached herein.

9. Add Exhibit B-4 Amendment #1, Budget, incorporated by reference and attached herein.
10. Add Exhibit B-5 Amendment #1, Budget, incorporated by reference and attached herein.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

4/7/2020
Date

Name: Lisa Morris
Title: Director

City of Manchester

04/03/2020
Date

Name: Joyce Craig
Title: Mayor

Acknowledgement of Contractor's signature:

State of _____, County of_____ on _____, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

_____
Signature of Notary Public or Justice of the Peace

_____
Name and Title of Notary or Justice of the Peace

My Commission Expires: _____

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/17/20
Date

Name:
Title:

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. et seq.

1.4. The Contractor shall maximize billing to private and commercial insurances, Medicare and Medicaid for all reimbursable services rendered. The Department shall be the payor of last resort.

1.5. The Contractor shall remain in compliance with all applicable state and federal laws for the duration of the contract period, including but not limited to:

1.5.1. NH RSA 141-C and Administrative Rule He-P 301, adopted 6/3/08, which requires the reporting of all communicable diseases.

1.5.2. NH RSA 169:C, Child Protection Act; NH RSA 161-F46, Protective Services to Adults, NH RSA 631:6, Assault and Related Offences, and RSA 130:A, Lead Paint Poisoning and Control.

1.5.3. NH RSA 141-C and the Immunization Rules promulgated, hereunder.

2. Scope of Services

2.1. Preventative and Primary Health Care, as well as related Care Management and Enabling Services shall be provided to individuals who are considered homeless, of all ages, statewide, who are:

2.1.1. Uninsured;

2.1.2. Underinsured;

2.1.3. Low-income (defined as <185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines;

2.1.4. Lacking housing, including an individual whose primary residence during the night is a supervised public or private facility (e.g., shelters)

that provides temporary living accommodations;

2.1.5. In transitional housing;

2.1.6. Unable to maintain their housing situation;

2.1.7. Forced to stay with a series of friends and/or extended family members, hence are considered homeless;

2.1.8. To be released from a prison or a hospital and do not have a stable housing situation to which they can return, especially if they were considered to be homeless prior to incarceration or hospitalization.

2.2. The Contractor shall use flexible hours and minimal use of appointment systems to provide primary care and enabling services to homeless individuals and families through the use of permanent office based locations and/or mobile or temporary delivery locations.

2.3. The Contractor shall continue to provide primary care and enable services to individuals, for a minimum of three hundred and sixty-four (364) calendar days following the individual's placement in permanent housing.

2.4. The Contractor shall provide Screening, Brief Intervention and Referrals to all individuals receiving care under this agreement.

2.5. The Contractor shall ensure primary care services are provided by a New Hampshire licensed Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Advanced Practice Registered Nurse (APRN) or Physician Assistant (PA) to eligible individuals in the service area.

2.6. The Contractor shall ensure primary care services include, but are not limited to:

2.6.1. Reproductive health services.

2.6.2. Behavioral health services.

2.6.3. Preventive services, screenings and health education in accordance with established, documented state or national guidelines.

2.6.4. Pathology, radiology, surgical and CLIA certified laboratory services either on-site or by referral.

2.6.5. Assessment of need and follow-up/referral as indicated for:

2.6.5.1. Tobacco cessation, including referral to QuitWorks-NH, www.QuitWorksNH.org.

2.6.5.2. Social services.

2.6.5.3. Chronic Disease management, including disease specific referral and self-management education such as referral to Diabetes Self-Management Education (DSME) as recommended by American Diabetes Association (ADA).

2.6.5.4. Nutrition services, including Women, Infants and Children

(WIC) Food and Nutrition Service, as appropriate;

2.6.5.5. Screening, Brief Intervention and Referral to Treatment (SBIRT) services, including but not limited to contact with the Regional Public Health Network Continuum of Care Development Initiative.

2.6.5.6. Referrals to health, home care, oral health and behavioral health specialty providers who offer sliding scale fees, when available.

2.7. The Contractor shall provide care management for individuals enrolled for primary care services, which includes, but is not limited to:

2.7.1. Integrated and coordinated services that ensure patients receive necessary care, including behavioral health and oral care when and where it is needed and wanted, in a culturally and linguistically appropriate manner.

2.7.2. Direct access to a healthcare provider by telephone twenty-four (24) hours per day, seven (7) days per week, directly, by referral or subcontract.

2.7.3. Care facilitated by registries; information technology; health information exchanged.

2.7.4. An integrated model of primary care, which includes, but is not limited to:

2.7.4.1. Behavioral health;

2.7.4.2. Oral health;

2.7.4.3. Use of navigators and case management; and

2.7.4.4. Co-location of services and system-level integration of care.

2.8. The Contractor shall provide and facilitate enabling services, which are non-clinical services that support the delivery of basic primary care services, and facilitate access to comprehensive patient care as well as social services that include, but are not limited to:

2.8.1. Case Management.

2.8.2. Benefit counseling.

2.8.3. Health insurance eligibility and enrollment assistance.

2.8.4. Health education and supportive counseling.

2.8.5. Interpretation/translation for individuals with Limited English

Proficiency or other communication needs.

2.8.6. Outreach, which may include the use of community health workers.

2.8.7. Transportation.

2.8.8. Education of patients and the community regarding the availability and appropriate use of health services.

2.8.9. The Contractor will submit at least one annual Workplan that includes a detailed description of the enabling services funded by this contract. This shall be developed and submitted according to the schedule and instructions provided by Maternal and Child Health Section (MCHS). The Contractor will be notified at least thirty (30) days in advance of any changes in the submission schedule.

3. Eligibility Determination Services

3.1.1. The Contractor shall notify the Department, in writing, if access to Primary Care or SBIRT Services for new patients are limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

3.1.2. The Contractor shall assist individuals with completing a Medicaid/Expanded Medicaid and other health insurance application when income calculations indicate possible Medicaid eligibility.

3.1.3. The Contractor shall post a notice in a public and conspicuous location noting that no individual will be denied services for an inability to pay.

3.1.4. The Contractor shall develop and implement a sliding fee scale for services in accordance with the Federal Poverty Guidelines. The Contractor shall;

3.1.4.1. Make the sliding fee scale available to the Department upon request; and

3.1.4.2. Update the sliding fee scale on an annual basis, when new Federal Poverty Guidelines are released; and

3.1.4.3. Provide updated sliding fee scales to the Department for review and approval prior to implementation.

4. Coordination of Services

4.1.1. The Contractor shall coordinate with other service providers, within the community, whenever possible, including, but not limited to collaboration with interagency referrals and to deliver coordination of care.

4.1.2. The Contractor shall participate in activities within their Public Health Region, as appropriate, to enhance the integration of community-based public health prevention and healthcare initiatives being

implemented, including but not limited to:

4.1.2.1. Community needs assessments;

4.1.2.2. Public health performance assessments; and

4.1.2.3. Regional health improvement plans under development.

4.1.3. The Contractor shall participate in and coordinate public health activities, as requested by the Department, during any disease outbreak and/or emergency that affects the public's health.

5. Staffing

5.1. The Contractor shall ensure all health and allied health professions have the appropriate, current New Hampshire licenses whether directly employed, contracted or subcontracted.

5.2. The Contractor shall employ a medical services director with special training and experience in primary care who shall participate in quality improvement activities and be available to other staff for consultation, as needed.

5.3. The Contractor shall notify the Maternal and Child Health Section (MCHS), in writing, of any newly hired administrator, clinical coordinator or any staff person essential to providing contracted services and include a copy of the individual's resume, within thirty (30) days of hire.

5.4. The Contractor shall notify the MCHS, in writing, when:

5.4.1. Any critical position is vacant for more than thirty (30) days;

5.4.2. There is not adequate staffing to perform all required services for any period lasting more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

6. Reporting/Deliverables

6.1. Required Meetings & Trainings

6.1.1. The Contractor shall attend meetings and trainings facilitated by the MCHS programs that include, but are not limited to:

6.1.1.1. MCHS Agency Directors' meetings;

6.1.1.2. MCHS Primary Care Coordinators' meetings, which are held two (2) times per year, which may require attendance by agency quality improvement staff; and

6.1.1.3. MCHS Agency Medical Services Directors' meetings.

7. Workplans, Outcome Reports & Additional Reporting Requirements

7.1. The Contractor shall collect and report data on the MCHS Primary Care for the Homeless Performance Measures detailed in Exhibit A--1 Reporting Metrics.

7.2. The Contractor shall submit an updated budget narrative, within thirty (30) days

of any changes, ensuring the budget narrative includes, but is not limited to:

7.2.1. Staff roles and responsibilities, defining the impact each role has on contract services.

7.2.2. Staff list that details information that includes, but is not limited to:

7.2.2.1. The Full Time Equivalent percentage allocated to contract services.

7.2.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

7.3. The Contractor shall submit a Sources of Revenue report at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

7.4. The Contractor shall submit reports on the date(s) listed, or, in years where the date listed falls on a non-business day, on the Friday immediately prior to the date listed.

7.5. The Contractor is required to complete and submit each report, as instructed by the Department.

7.6. The Contractor shall submit annual reports to the Department, including but not limited to:

7.6.1. Uniform Data Set (UDS) Data tables that reflect program performance for the previous calendar year no later than March 31st.

7.6.2. A summary of patient satisfaction survey results obtained during the prior contract year no later than July 31st.

7.6.3. Quality (QI) Workplans no later than July 31st.

7.6.4. Enabling Services Workplans no later than July 31st.

7.6.5. QI Workplan revisions, as appropriate, no later than September 1st.

7.6.6. Enabling Services Workplan revisions, as appropriate, no later than September 1st.

7.6.7. Corrective Action Plans relating to Performance Measure Outcome Reports, as needed, no later than September 1st.

7.7. The Contractor shall submit semi-annual reports to the Department, including but not limited to:

7.7.1. Primary Care Services Measure Data Trend Table (DTT) is due no later than:

7.7.2. July 31, 2020 for the measurement period of July 1, 2019 through June 30, 2020.

7.7.3. January 31, 2021 for the measurement period of January 1, 2020

through December 31, 2020.

7.7.4. July 31, 2021 for the measurement period of July 1, 2020 through June 30, 2021.

7.7.5. January 31, 2022 for the measurement period of January 1, 2021 through December 31, 2021.

8. On-Site Reviews

8.1.1. The Contractor shall permit a team or person authorized by the Department to periodically review the Contractor's:

8.1.1.1. Systems of governance.

8.1.1.2. Administration.

8.1.1.3. Data collection and submission.

8.1.1.4. Clinical and financial management.

8.1.1.5. Delivery of education services.

8.1.1.6. Delivery of Primary Care Services.

8.1.2. The Contractor shall cooperate with the Department to ensure information needed for the reviews is accessible and provided. The Contractor shall ensure information includes, but is not limited to:

8.1.2.1. Client records.

8.1.2.2. Documentation of approved enabling services and quality improvement projects, including process and outcome evaluations.

8.1.3. The Contractor shall take corrective actions, as advised by the review team, if services provided are not in compliance with the contract requirements.

9. Quality Improvement

9.1.1. The Contractor shall develop, define, facilitate and implement a minimum of two (2) Quality Improvement (QI) projects, which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of targeted patient groups.

9.1.1.1. One (1) quality improvement project must focus on the performance measure as designated by MCHS. (Defined as Patient Safety: Falls Screening SFY 2020-2022)

9.1.1.2. The other(s) will be chosen by the Contractor from Exhibit A-1 "Reporting Metrics" MCHS Primary Care for the Homeless Performance Measures according to their agency's previous

performance outcomes needing improvement.

9.1.1.3. The Contractor shall utilize Quality Improvement Science to develop and implement a QI Workplan for each QI project. The QI Workplan will include:

9.1.1.4. Specific goals and objectives for the project period; and

9.1.1.5. Evaluation methods used to demonstrate improvement in the quality, efficiency, and effectiveness of patient care.

9.1.2. The Contractor shall include baseline measurements for each area of improvement identified in the QI projects, to establish health care services and health status of targeted patient groups to be improved upon.

9.1.3. The Contractor may utilize activities in QI projects that enhance clinical workflow and improve patient outcomes, which may include, but are not limited to:

9.1.3.1. EMR prompts/alerts.

9.1.3.2. Protocols/Guidelines.

9.1.3.3. Diagnostic support.

9.1.3.4. Patient registries.

9.1.3.5. Collaborative learning sessions.

10. Performance Measures

10.1. The Contractor shall define Annual Improvement Objectives that are measurable, specific and align to the provision of primary care services defined within Exhibit A-1 Reporting Metrics.

New Hampshire Department of Health and Human Services
Primary Care Services for the Homeless in the City of Manchester

Exhibit A-1 – Reporting Metrics, Amendment #1

1. **Definitions**

1.1. **Measurement Year** – Measurement Year consists of 365 days and is defined as either:

1.1.1. The calendar year, (January 1st through December 31st); or

1.1.2. The state fiscal year (July 1st through June 30th).

1.2. **Medical Visit** – Medical visit is defined as any office visit including all well-care and acute-care visits.

1.3. **HEDIS** – Healthcare Effectiveness Data and Information Set

1.4. **NQF** – National Quality Forum

1.5. **Title V** – Federal Maternal and Child Health Services Block Grant

1.6. **UDS** – Uniform Data System

1.7. **NH MCHS** – New Hampshire Maternal and Child Health Section

2. **MCHS PRIMARY CARE FOR THE HOMELESS PERFORMANCE MEASURES**

2.1. **Preventive Health: Depression Screening**

2.1.1. Percentage of patients ages twelve (12) and older screened for clinical depression using an age appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NQF 0418, UDS).

2.1.1.1. Numerator: Patients twelve (12) years and older who are screened for clinical depression using an age-appropriate standardized depression screening tool **AND** if positive, a follow-up plan documented.

2.1.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented follow-up plan.

2.1.1.3. Denominator: All patients twelve (12) years and older by the end of the measurement year who had at least one (1) medical visit during the measurement year.

2.1.1.4. Denominator Exception: Depression screening not performed due to medical contraindicated or patient refusal.

2.1.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as suicide

Contractor Initials: SC
Date: 3/4/20

risk assessment and/or referral to practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.2. **Preventive Health: Obesity Screening**

2.2.1. Percentage of patients aged 18 years and older with a calculated BMI in the past six months or during the current visit documented in the medical record AND if the most recent BMI is outside of normal parameters, a follow-up plan is documented (NQF 0421, UDS).

2.2.1.1. Normal parameters: Age 65 and older BMI ≥ 23 and < 30

2.2.1.2. Age 18 through 64 BMI ≥ 18.5 and < 25

2.2.1.3. Numerator: Patients with BMI calculated within the past six months or during the current visit and a follow-up plan documented if the BMI is outside of parameters (Normal BMI + abnormal BMI with documented plan).

2.2.1.4. Definition of Follow-Up Plan: Proposed outline of follow-up plan to be conducted as a result of BMI outside of normal parameters. The follow-up plan can include documentation of a future appointment, education, referral (such as registered dietician, nutritionist, occupational therapist, primary care physician, exercise physiologist, mental health provider, surgeon, etc.), prescription of/administration of dietary supplements, exercise counseling, nutrition counseling, etc.

2.2.1.5. Denominator: All patients aged 18 years and older who had at least one (1) medical visit during the measurement year.

2.3. **Preventive Health: Tobacco Screening**

2.3.1. Percent of patients aged 18 years and older who were screened for tobacco use at least once during the measurement year or prior year AND who received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user (UDS).

2.3.1.1. Numerator: number of patients in the denominator for whom documentation demonstrates that patients were queried about their tobacco use one or more times during their most recent visit OR within twenty-four (24) months of the most recent visit and received tobacco cessation counseling

intervention and/or pharmacotherapy if identified as a tobacco user.

2.3.1.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.3.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.3.1.4. Definitions:

2.3.1.4.1. Tobacco Use: Includes any type of tobacco.

2.3.1.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy.

2.4. At Risk Population: Hypertension

2.4.1. Percentage of patients aged 18 through 85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90mmHG) during the measurement year (NQF 0018).

2.4.1.1. Numerator: Number of patients from the denominator with blood pressure measurement less than 140/90 mm HG at the time of their last measurement.

2.4.1.2. Denominator: Number of patients age 18 through 85 with diagnosed hypertension (must have been diagnosed with hypertension 6 or more months before the measurement date) who had at least one (1) medical visit during the measurement year. (Excludes pregnant women and patients with End Stage Renal Disease.)

2.5. Patient Safety: Falls Screening

2.5.1. Percent of patients aged 65 years and older who were screened for fall risk at least once within 12 months (NH MCHS).

2.5.1.1. Numerator: Patients who were screened for fall risk at least once within the measurement year.

2.5.1.2. Denominator: All patients aged 65 years and older seen by a health care provider within the measurement year.

Contractor Initials: QC
Date: 3/4/20

2.6. SBIRT

2.6.1. SBIRT – Percent of patients aged 18 years and older who were screened for substance use, using a formal valid screening tool, during any medical visit AND if positive, received a brief intervention or referral to services (NH MCHS).

2.6.1.1. Numerator: Number of patients in the denominator who were screened for substance use, using a formal valid screening tool, during any medical visit AND if positive, who received a brief intervention and/or referral to services.

2.6.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.6.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.6.1.4. Definitions:

2.6.1.4.1. Substance Use: Includes any type of alcohol or drug.

2.6.1.4.2. Brief Intervention: Includes guidance or counseling.

2.6.1.4.3. Referral to Services: Includes any recommendation of direct referral for substance abuse services.

Contractor Initials: GC
Date: 3/4/20

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: City of Manchester

Budget Request for: Primary Care Services for the Homeless

Budget Period: SFY 20 (April 1, 2020 - June 30, 2020) Total: $18,192

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 10,303.80	$ -	$ 10,303.80	$ -	$ -	$ -	$ 10,303.80	$ -	$ 10,303.80
2. Employee Benefits	$ 3,091.14	$ -	$ 3,091.14	$ -	$ -	$ -	$ 3,091.14	$ -	$ 3,091.14
3. Consultants	$ 4,000.00	$ -	$ 4,000.00	$ -	$ -	$ -	$ 4,000.00	$ -	$ 4,000.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -		$ -	$ -		$ -	$ -		$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software / Community Health Access Network	$ 417.06	$ -	$ 417.06	$ -	$ -	$ -	$ 417.06	$ -	$ 417.06
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Manchester Health Dept. Admin & support	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300.00	$ -	$ 300.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 18,192.00	$ -	$ 18,192.00	$ -	$ -	$ -	$ 18,192.00	$ -	$ 18,192.00
Indirect As A Percent of Direct		0.0%							

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: City of Manchester

Budget Request for: Primary Care Services for the Homeless
(Name of RFP)

Budget Period: SFY 21 (July 1, 2020 - June 30, 2021) Total: $72,767

Line Item	Total Program Cost: Direct Incremental	Total Program Cost: Indirect Fixed	Total Program Cost: Total	Contractor Share / Match: Direct Incremental	Contractor Share / Match: Indirect Fixed	Contractor Share / Match: Total	Funded by DHHS contract share: Direct Incremental	Funded by DHHS contract share: Indirect Fixed	Funded by DHHS contract share: Total
1. Total Salary/Wages	$ 36,512.24	$ -	$ 36,512.24	$ -	$ -	$ -	$ 36,512.24	$ -	$ 36,512.24
2. Employee Benefits	$ 11,553.87	$ -	$ 11,553.87	$ -	$ -	$ -	$ 11,553.87	$ -	$ 11,553.87
3. Consultants	$ 17,000.00	$ -	$ 17,000.00	$ -	$ -	$ -	$ 17,000.00	$ -	$ 17,000.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -		$ -	$ -		$ -	$ -		$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software / Community Health Access Network	$ 1,821.00	$ -	$ 1,821.00	$ -	$ -	$ -	$ 1,821.00	$ -	$ 1,821.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Patients Dental	$ 2,000.00	$ -	$ 2,000.00	$ -	$ -	$ -	$ 2,000.00	$ -	$ 2,000.00
Manchester Health Dept, Admin & support	$ 1,200.00	$ -	$ 1,200.00	$ -	$ -	$ -	$ 1,200.00	$ -	$ 1,200.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 72,767.00	$ -	$ 72,767.00	$ -	$ -	$ -	$ 72,767.00	$ -	$ 72,767.00
Indirect As A Percent of Direct		0.0%							

CERTIFICATE OF VOTE

I, MATTHEW NORMAND, do hereby certify that:
(Name of the City Clerk of the Municipality)

1. I am duly elected City Clerk of the City of Manchester

2. The following is a true copy of an action duly adopted at a meeting of the Board of Mayor and Aldermen duly held on December 3, 2019,

RESOLVED: That this Municipality enter into a contract amendment with the State of New Hampshire, Department of Health and Human Services.

RESOLVED: That Joyce Craig,
(Mayor of the City of Manchester)
hereby is authorized on behalf of this municipality to enter into the said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate.

3. The foregoing action on has not been amended or revoked and remains in full force and effect as of FEBRUARY 21, 2020

4. Joyce Craig (is/are) the duly elected Mayor of the City of Manchester.

Matthew Normand
(Signature of the Clerk of the Municipality)

State of New Hampshire
County of Hillsborough

The foregoing instrument was acknowledge before me this 21ST day of February, 2020 by Joyce Craig.
(Name of Person Signing Above)

(NOTARY SEAL)

(Name of Notary Public)

Title: Notary Public/Justice of the Peace
Commission Expires: January 8, 2025

RYAN P. MAHONEY
Justice of the Peace - New Hampshire
My Commission Expires January 8, 2025

Anna J. Thomas, MPH
Public Health DirectorPhilip J.
Alexakos, MPH, REHS
Chief Operations Officer
Jaime L. Hoebeke, MPH, MCHES
Chief Strategy Officer

CITY OF MANCHESTER
Health Department

BOARD OF HEALTH

Reverend Richard D. Clegg
10/16/2018-07/01/2020
1st Term
Lay Representative

Stephanie P. Hewitt, MSN, FNP-BC
10/04/2016 – 07/01/2021
2nd Term
Nursing Representative

Robert G. Ross, DDS
1st Term
12/09/2019-07/01/2021
Dental Representative

Ellen Smith Tourigny
09/05/2017-07/01/2020
1st Term
Labor Representative

Tanya A. Tupick, D.O.
2nd Term
10/04/2016 – 07/01/2021
Physician Representative

1528 Elm Street • Manchester, New Hampshire 03101 • (603) 624-6466
Administrative Fax: (603) 624-6584, Community Health Fax: (603) 665-6894
Environmental Health & School Health Fax: (603) 628-6004
E-mail: health@manchesternh.gov • Website: www.manchesternh.gov/health

Kevin J. O'Neil
Risk Manager

CITY OF MANCHESTER

Office of Risk Management

CERTIFICATE OF COVERAGE
NH DEPARTMENT OF HEALTH & HUMAN SERVICES
129 Pleasant Street
Concord, NH 03301-3857

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage within the financial limits of RSA 507-B as follows:

	Limits of Liability (in thousands 000)	
GENERAL LIABILITY	Bodily Injury and Property Damage	
	Each Person	325
	Each Occurrence	1000
	Aggregate	2000
AUTOMOBILE LIABILITY	Bodily Injury and Property Damage	
	Each Person	325
	Each Occurrence	1000
	Aggregate	2000
WORKER'S COMPENSATION	Statutory Limits	

The City of Manchester, New Hampshire maintains a Self-Insured, Self-Funded Program and retains outside claim service administration. All coverages are continuous until otherwise notified. Effective on the date Certificate issued and expiring upon completion of contract. Notwithstanding any requirements, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the limits described herein is subject to all the terms, exclusions and conditions of RSA 507-B.

DESCRIPTION OF OPERATIONS/LOCATION/CONTRACT PERIOD
Overdose Data to Action Partnership with Public Safety and First Responders (SS-2020-DPHS-10-ACTION from Feb. 1, 2020 thru Aug. 31, 2022.

Issued the 20th day of February, 2020.

Kevin O'Neil, Jr.
Risk Manager

One City Hall Plaza • Manchester, New Hampshire 03101 • (603) 624-6503 • FAX: (603) 624-6528
TTY: 1-800-735-2964
E-Mail: koneil@manchesternh.gov • Website: www.manchesternh.gov

Anna J. Thomas athomas@manchesternh.gov *(603) 657-2700 (Business)*

1528 Elm Street, New Hampshire 03101 *(603) 396-4432 (Work Cell)*

PHILOSOPHY

Results Oriented Leader Pursuing Innovative Approaches to Measurably Improve the Health and Quality of Life of Communities.
Strong Interpersonal Skills Combined with Independence, Adaptability and Ability to Make and Implement Difficult Decisions.

HONORS AND INTERESTS

Selected 2017 Kresge Foundation Emerging Leader in Public Health
Awarded 2015 Jack Lightfoot Voice for Children Award, Child and Family Services of NH
Awarded 2014 Community Leadership Award, Mental Health Center of Greater Manchester
Nominated 2013 White House Champion of Change for Public Health and Prevention
Awarded 2009 Key to the City of Manchester, Presented by the Honorable Mayor Frank C. Guinta
Awarded 2008 University of New Hampshire Department of Health Management and Policy Alumni Award
Awarded 2006 "Top Forty Under Forty in NH", The Union Leader and the Business and Industry Association of NH
Awarded 1998 Most Valuable Officer, Medical Command, New Hampshire Army National Guard
Awarded 1997 Smoke Free New Hampshire Alliance Award of Merit
Awarded 1995 Employee of the Year, City of Manchester Department of Health
Adjunct Instructor, Dartmouth College, Dartmouth Medical School
Guest Lecturer, University of New Hampshire, School of Health and Human Services
Instructor, New Hampshire Institute for Local Public Health Practice

EDUCATION

Master of Public Health	Dartmouth Geisel School of Medicine, TDI, Hanover, NH	2005
Graduate Certificate in Public Health	Johns Hopkins Bloomberg School of Public Health, Baltimore, MD - ***CDC Scholarship Recipient***	2001
Principles of Epidemiology/Quantitative Methods	Harvard T. H. Chan School of Public Health, Cambridge. MA	1996
B.S. Health Management and Policy	University of New Hampshire, Durham, NH - ***U.S. Army Scholarship Recipient***	1989

CONTINUING EDUCATION

Leadership Academy and Quality Customer Service	City of Manchester Human Resources Department, NH	2017
Avoid-Deny-Defend Active Shooter Training	City of Manchester Police Department, NH	2016
Culture and Cultural Effectiveness	Southern New Hampshire AHEC, Raymond, NH	2015
Not on My Watch/Creating Child Safe Environments	Diocese of Manchester, Manchester, NH	2013
Reasonable Suspicion Training for Supervisors	City of Manchester Human Resources Department, NH	2010
WMD Incident Management/Unified Command	Domestic Preparedness Campus, Texas A & M University	2008
National Incident Management System Introduction, Introduction to the ICS and ICS for Initial Action Incidents	Emergency Management Institute, Emmitsburg, MD	2008
Introduction to GIS for Public Health Applications	CDC/National Center for Health Statistics, Washington, DC	1998
Introduction to Public Health Surveillance	CDC/Emory University, Atlanta, GA	1997
Measuring the Healthy People 2000 Objectives	CDC/National Center for Health Statistics, Washington, DC	1995
HIV/AIDS Counselor Partner Notification	NH Department of Health and Human Services, Concord, NH	1995

CERTIFICATIONS

Results-Based Accountability Professional Certification	Clear Impact, LLC, Rockville, MD	Expected 2019
Mental Health First Aid USA	National Council for Behavioral Health, Manchester, NH	2016
Adult CPR/AED, Pediatric CPR and First Aid	City of Manchester Health Department, Manchester, NH	2016
Basic Emergency Medical Technician	National Registry of EMT's, Derry, NH	1995
Aerobic/Fitness Instructor	SANTE, Dover, NH	1988

LEADERSHIP

Greater Manchester Chamber of Commerce	Board Member, Manchester, NH	2019-Present
Norwin S. and Elizabeth N. Bean Foundation	Past Chair and Trustee, Manchester, NH	2014-Present
St. Catherine of Siena Elementary School	Board of Directors, Manchester, NH	2014-Present
Granite United Way	Chair-Southern Region Community Impact Committee and Board of Directors, Manchester, NH	2008-Present
Mary Gale Foundation	Chair and Trustee, Manchester, NH	2007-Present
Neighborhood Health Improvement Strategy	Leadership Team Founding Member, Manchester, NH	1995-Present
CDC Health Promotion Research Center at Dartmouth	Board of Directors, Lebanon, NH	2015-2018
Greater Manchester Association Social Service Agencies	Executive Board, Manchester NH	1997-2017
Media Power Youth	Board of Directors, Manchester, NH	2007-2014
Mayor's Study Committee on Sex Offenders	Member, Manchester, NH	2008-2009
Mental Health Center of Greater Manchester	Board of Directors, Manchester, NH	2002-2008
Leadership New Hampshire	Associate, Concord, NH	2006-2007
Seniors Count Initiative – Easterseals NH	Member, Manchester, NH	2004-2006
New Hampshire Public Health Association	Board of Directors, Concord, NH	1999-2003

PROFESSIONAL EXPERIENCE

CITY OF MANCHESTER HEALTH DEPARTMENT — Manchester, NH — 1994 - Present

Public Health Director — **09/18 – Present**

Serves as the Chief Administrative Officer for the Department providing administrative oversight to all operations and activities including exclusive personnel responsibility, supervisory authority and budgetary authority
Supervises the routine assessment of the health of the community and recommends appropriate policies, ordinances and programs to improve the health of the community
Oversees investigations, communicable disease control, environmental inspections and investigations necessary to protect the public health and is also responsible for the provision of school health services in Manchester
Maintains effective working relationships with other City employees, the Board of Mayor and Alderman, business and community groups, outside auditors, State and Federal officials, representatives of the media and the public
Serves as the CEO of the Manchester Health Care for the Homeless Program (HRSA 330-h)

Deputy Public Health Director — **05/07 – 8/18**

Provided Management, Supervisory, Budgetary and Technical Expertise Related to the Functions of a Multidisciplinary Local Public Health Department as Well as Other Human Service and Funding Organizations
Directed Complex Public Health Assessment Activities and Design Community Intervention Strategies To Address Public Health Concerns and Resident Needs
Coordinated the Administration of Multiple Grant Programs and Participate in Resource Development for the Department and the Community
Instrumental in Securing the Robert Wood Johnson Culture of Health Prize for the City of Manchester as One of Only Seven Communities Awarded Nationally in 2016
Assumed Duties of Public Health Director as Needed

Public Health Administrator — **06/06 – 05/07**

Headed the Community Epidemiology and Disease Prevention Division and Provided Operational Support to Communicable Disease Control Functions
Provided Federal and State Grant Coordination and Leadership to Community Health Improvement Initiatives
Assumed Duties of Public Health Director as Needed

Community Epidemiologist/Health Alert Network Coordinator — **11/02 – 06/06**

Headed the Public Health Assessment and Planning Division and the Health Alert Network of Greater Manchester
Provided Oversight to Federally-Funded Projects and Staff Including the U.S. Department of Justice Weed & Seed Strategy as well as the CDC's Racial and Ethnic Approaches to Community Health 2010 Initiative
Analyzed Population-Based Health Statistics and Provided Recommendations for Action in the Community for Public Health Improvement and Performance Measurement

Public Health Epidemiologist — **06/96 – 11/02**

Defined Key Public Health Indicators and Conducted Ongoing Assessment of Community Health Status
Provided Continuous Analysis of Priority Areas as Identified by the Community to Help Shape Local and State Policies and Direction for Implementation of Effective Public Health Models
Local Partnership Member in the Kellogg and Robert Wood Johnson Foundations' National Turning Point Initiative, "Collaborating for a New Century in Public Health"

Tobacco Prevention Coalition Coordinator — **11/95 - 12/96**

Mobilized the Community Through Youth Driven Initiatives
Addressed Youth Access to Tobacco Products
Prevented the Initiation of Tobacco Use by Children and Teens

Community Health Coordinator — **11/94 - 12/96**

Analyzed and Addressed Public Health Needs of Low-Income and Underserved Populations
Coordinated Public Health Services with Community Health and Social Service Providers
Project Coordinator for "Our Public Health" Monthly Cable TV Program with 50,000 Household Viewership
Editor and Layout Designer for Quarterly Newsletter Sent to 400 Community, Health and Social Services Agencies

PRIMARY AUTHOR – SELECT COMMUNITY HEALTH IMPROVEMENT PLANS AND REPORTS

(To view the most recent, please visit http://www.manchesternh.gov/Departments/Health/Public-Health-Data)

- City of Manchester Health Department, *"Manchester Neighborhood Health Improvement Strategy"*, 2014
- City of Manchester Health Department, *"City of Manchester Blueprint for Violence Prevention"*, 2011
- Healthy Manchester Leadership Council Report, *"Believe in a Healthy Community: Greater Manchester Community Needs Assessment"*, 2009
- Manchester Sustainable Access Project Report, *"Manchester's Health Care Safety Net – Intact But Endangered: A Call to Action"*, 2008
- Seniors Count Initiative, *"Aging in the City of Manchester: Profile of Senior Health and Well-Being"*, 2006
- City of Manchester Health Department, *"Public Health Report Cards"*, 2005

PRIMARY AUTHOR – SELECT COMMUNITY HEALTH IMPROVEMENT PLANS AND REPORTS (continued)

- City of Manchester Health Department, *"Health Disparities Among Maternal and Child Health Populations in the City of Manchester Data Report"*, 2000
- Healthy Manchester Leadership Council Report, *"The Oral Health Status of the City of Manchester, Action Speaks Louder Than Words"*, 1999
- Healthy Manchester Leadership Council Report, *"Taking a Tough Look at Adolescent Pregnancy Prevention in the City of Manchester"*, 1998
- United Way Compass Steering Committee, *"Community Needs Assessment of Greater Manchester Data Report"*, 1997
- City of Manchester Health Department, *"Public Health Report Cards"*, Recognized in the National Directory of Community Health Report Cards, UCLA Center for Children, Families & Communities, 1996

ADDITIONAL PROFESSIONAL EXPERIENCE

JENNY CRAIG INTERNATIONAL — **Del Mar, CA** — **1989-1994**

Corporate Operational Systems Trainer — **11/91 - 10/94**

Traveled Internationally to Conduct Training Seminars for 500 Corporate Owned and Franchisee Centers
Sold and Provided Operational Systems and Services to Franchisee Centers in U.S., Puerto Rico, Canada and Mexico
Including Installation, Setup, Training, Spanish Language Software, Implementation and Support
Developed Training Manuals, Seminar Handouts, Guides and Outlines
Audited Individual Centers Overall Management Performance and Adherence to Information System Procedures

Regional Assistant, Greater Boston Market — **09/89 - 11/91**

Opened the First 24 Weight Management Centers in the Northeast
Provided Operational and Logistical Support including the Hiring and Training of New Employees
Acquired, Summarized and Analyzed Performance Data from Centers
Provided Corporate Office with Weekly Marketing Analysis

GOLD'S GYM AND FITNESS — **Dover, NH** — **1988-1989**

Director of Aerobics and Fitness Instructor

Counseled Members on Self-Improvement Motivation in Nutrition, Fitness and Cardiovascular Programs

MILITARY SERVICE

U.S. ARMY MEDICAL SERVICE CORPS, Commissioned Officer, Major, Honorable Discharge — **1989-2005**

New Hampshire Army National Guard — **VA Hospital, Manchester, NH** — **1997-2005**

Responsible for Operationally Supporting the Medical and Dental Readiness of Nearly 1800 NHARNG Soldiers
Developed and Secured Funding for the Healthy NHARNG 2010 Wellness Initiative Designed to Improve Soldier Medical and Dental Readiness with a Special Emphasis on Individuals with Elevated Risk Factors for Poor Health Outcomes
Presented on the Health Status of the NHARNG at the New England State Surgeons' Conference and the New Hampshire Senior NCO and Commanders' Conferences
Served in the New Hampshire Army National Guard Counter Drug Task Force

Massachusetts Army Reserve — **Fort Devens, Devens, MA** — **1989-1997**

Recipient of the U.S. Army Commendation Medal Awarded for Heroism, Meritorious Achievement and Service
Directed 50 - 150 Troops Training and Discipline Including Team, Platoon and Detachment Leadership
Developed Motivational Skills to Inspire Troops with High Fatigue Levels Under Stressful Conditions
Served in Field Hospital and Infantry Training Battalion Environments

MILITARY TRAINING

AMEDD Officer Advanced Course — **Academy of Health Sciences, Fort Sam Houston, TX** — **1996**
Preventive Medicine
Combat Health Services Planning and Estimation
Nuclear, Biological and Chemical Threat

Observer / Controller Qualification — **78th Division, 3/310th Infantry Regiment, MA** — **1995**

AMEDD Officer Basic Course — **Academy of Health Sciences, Fort Sam Houston, TX** — **1990**

Army Reserve Officers Training Course — **University of New Hampshire, Durham, NH** — **1989**
Distinguished Military Graduate
Top 20% of 9,000 Nationally
Directed 60 Cadets Training and Discipline

Advanced Camp Training — **Fort Bragg, NC** — **1988**

Voluntary Officer Leadership Program — **10th Mountain Division (Light Infantry), Fort Drum, NY** — **1988**

Gabriela Walder, MS, CPM

Education: State of NH Certified Public Management Program – Completed 2009

State of NH Certified Public Supervisor Program – Completed 2004

Southern New Hampshire University – Graduated May 2001
Master of Science in Accounting
Undertook and completed all coursework while employed full time

Southern New Hampshire University – Graduated May 1993
Bachelors in Business Administration – Major in Human Resources
Undertook and completed all coursework while employed full time

Manchester Central High School – Graduated June 1987
Excelled in advanced courses

11/04 to Present **City of Manchester** **Health Dept/Business Svcs Officer**

* Administer & manage fiscal operations for Health Dept
* Advise dept head & supervisory personnel on fiscal matters
* Maintain and reconciles over 20 State and federally funded grants
* Assist in the preparation of annual budget
* Provide Human Resource support for all new hires and current employees
* Process Accounts payable, payroll, & accounts receivables
* Monitor & review general ledger, accounts receivable, payroll, purchasing, accounts payable, cash flow, budget, and other related reports as needed
* Perform other directly related duties consistent the classification

7/98 to 11/04 **City of Manchester** **HR/Compensation Mgr**

- Process payroll for the City of Manchester
- Prepare reports in Cognos for departments as needed
- Prepare annual budgets for salary and benefits for entire City
- Prepare 941 and State Unemployment Rpt on quarterly basis
- Analyze and reconcile salary and benefit accounts
- Assisted in financial software conversion for entire City
- Supervise three employees
- Extensive knowledge of Federal & State labor laws

11/97 to 7/98 **Manchester School District** **Account Clerk**

- Processed payables for School department
- Prepared purchase orders as required by departments
- Analyzed and reconciled various accounts
- Prepared financial queries and reports as requested by Administrator

Gabriela Walder, MS, CPM

4/97 to 11/97 **Digital Equipment Corporation** **CIP Accountant**

- Maintained CIP balances and capitalized fixed assets
- Responsible for month end interplant processing and reconciliations
- Processed journal entries for CIP
- Processed paperwork for asset transfers and write-offs

11/95 to 4/97 **Digital Equipment Corporation** **Lead Accountant**

- Responsible for processing invoices for US and Canada
- Resolved problems/issues with vendors and buyers
- Reconciled several ledger accounts
- Prepared various monthly reports for management

4/94 to 11/95 **Moore Business Forms** **Cost Accountant**

- Assisted in preparation of quarterly and annual budgets
- Prepared normal hour rates, job costs, and accounting cost reports
- Assisted with weekly payroll processing
- Worked with monthly financial statements
- Performed other duties as requested by Accountant and Controller

8/90 to 4/94 **Moore Business Forms** **Senior Accountant**

- Reconciled several ledger accounts and worked with Financial Statements
- Approved the payment of invoices
- Controlled capital expenses and maintained fixed asset files
- Assisted with payroll and provided complete coverage when needed

3/89 to 8/90 **Moore Business Forms** **Accounts Payable Clerk**

- Processed invoices for payment and resolved problems as needed
- Verified information on invoices and matched to pertaining orders
- Maintained vendor files

5/88 to 3/89 **Moore Business Forms** **Purchasing Clerk**

- Contacted vendors regarding past due orders
- Responsible for special order materials
- Assisted the Purchasing Agent and the Accounts Payable Clerk

Technical Skills: Proficient in Microsoft Word, Excel, PowerPoint, Cognos, HTE, AS-400 Query, can type over 65 w.p.m., fluent in writing and speaking Spanish.

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Anna J. Thomas	Public Health Director	$137,837.44	0%	$0.00
Gabriela Walder	Business Services Officer	$ 99,993.04	0%	$0.00

MLC
276

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

May 31, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into **retroactive** agreements with the fifteen (15) vendors, as listed in the tables below, for the provision of primary health care services that include preventive and episodic health care for acute and chronic health conditions for people of all ages, statewide; including pregnant women, children, adolescents, adults, the elderly and homeless individuals, effective **retroactive** to April 1, 2018 upon Governor and Executive Council approval through March 31, 2020. 26% Federal Funds and 74% General Funds.

Primary Care Services			
Vendor	**Vendor Number**	**Location**	**Amount**
Ammonoosuc Community Health Services, Inc.	177755-R001	25 Mount Eustis Road, Littleton, NH 03561	$373,662
Coos County Family Health Services, Inc.	155327-B001	133 Pleasant Street, Berlin, NH 03570	$213,277
Greater Seacoast Community Health	154703-B001	311 Route 108, Somersworth, NH 03878	$1,017,629
HealthFirst Family Care Center	158221-B001	841 Central Street, Franklin, NH 03235	$477,877
Indian Stream Health Center	165274-B001	141 Corliss Lane, Colebrook, NH 03576	$157,917

Lamprey Health Care, Inc.	177677-R001	207 South Main Street, Newmarket, NH 03857	$1,049,538
Manchester Community Health Center	157274-B001	145 Hollis Street, Manchester NH 03101	$1,190,293
Mid-State Health Center	158055-B001	101 Boulder Point Drive, Suite 1, Plymouth, NH 03264	$306,570
Weeks Medical Center	177171-R001	170 Middle Street, Lancaster, NH 03584/PO Box 240, Whitefield, NH 03598	$180,885
Sub-Total			***$4,967,648***

Primary Care Services for Specific Counties			
Vendor	**Vendor Number**	**Location**	**Amount**
Manchester Community Health Center	157274-B001	145 Hollis Street, Manchester NH 03101	$80,000
Concord Hospital	177653-B011	250 Pleasant St, Concord, NH 03301	$484,176
White Mountain Community Health Center	174170-R001	298 White Mountain Highway, PO Box 2800, Conway, NH 03818	$352,976
Sub-Total			***$917,152***

Primary Care Services for the Homeless			
Vendor	**Vendor Number**	**Location**	**Amount**
Greater Seacoast Community Health	154703-B001	311 Route 108, Somersworth, NH 03878	$146,488
Harbor Homes, Inc.	155358-B001	77 Northeastern Blvd, Nashua, NH 03062	$150,848
Sub-Total			***$297,336***

Primary Care Services for the Homeless – Sole Source for Manchester Department of Public Health			
Vendor	**Vendor Number**	**Location**	**Amount**
Manchester Health Department	177433-B009	1528 Elm Street, Manchester, NH 03101	$155,650
Sub-Total			***$155,650***
Primary Care Services Total Amount			**$6,337,786**

Funds are available in the following account for State Fiscal Years 2018 and 2019, and anticipated to be available in State Fiscal Year 2020, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

05-95-90-902010-51900000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, MATERNAL - CHILD HEALTH

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Svcs	90080100	$792,224
2019	102-500731	Contracts for Program Svcs	90080100	$3,168,891
2020	102-500731	Contracts for Program Svcs	90080100	$2,376,671
Total				**$6,337,786**

EXPLANATION

This request is **retroactive** as the Request for Proposals timeline extended beyond the expiration date of the previous primary care services contracts. The Request for Proposals was reissued to ensure that services would be provided in specific counties and in the City of Manchester, where the need is the greatest. Continuing this service without interruption allows for the availability of primary health care services for New Hampshire's most vulnerable populations who are at disproportionate risk of poor health outcomes and limited access to preventative care.

The agreement with the Manchester Health Department is **sole source**, as it is the only vendor capable and amenable to provide primary health care services to the homeless population of the City of Manchester. This community has been disproportionately impacted by the opioid crisis; increasing health risks to individuals who experience homelessness.

The purpose of these agreements is to provide primary health care services that include preventive and ongoing heath care for acute and chronic health conditions for people of all ages, including pregnant women, children, adolescents, adults, the elderly and the homeless. Primary and preventative health care services are provided to underserved, low-income and homeless individuals who experience barriers to accessing health care due to issues such as lack of insurance, inability to pay, limited language proficiency and geographic isolation. Primary care providers provide an array of enabling patient-centered services such as care coordination, translation services, transportation, outreach, eligibility assistance, and health education. These services assist individuals in overcoming barriers to achieve their optimal health.

Primary Care Services vendors were selected for this project through competitive bid processes. The Request for Proposals for Primary Care Services was posted on the Department of Health and Human Services' website from December 12, 2017 through January 23, 2018. A separate Request for Proposals to address a deficiency in Primary Care Services for specific counties was posted on the Department's website from February 12, 2018 through March 2, 2018. Additionally, the Request for Proposals for Primary Care Services for the Homeless was posted on the Department's website from January 26, 2018 through March 13, 2018.

The Department received fourteen (14) proposals. The proposals were reviewed and scored by a team of individuals with program specific knowledge. The Score Summaries are attached. A separate sole source agreement is requested to address the specific need of the homeless population of the City of Manchester.

As referenced in the Request for Proposals and in Exhibit C-1, Revisions to General Provisions, these Agreements reserve the option to extend contract services for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The Department will directly oversee and manage the contracts to ensure that quality improvement, enabling and annual project objectives are defined in order to measure the effectiveness of the program.

Should the Governor and Executive Council not authorize this request, the Department may be unable to ensure preventive and regular health care for acute and chronic health conditions for low income and homeless individuals of all ages, including pregnant women, children, adolescents, adults, and the elderly throughout the state.

Area served: Statewide.

Source of Funds: 26% Federal Funds from the US Department of Health and Human Services, Human Resources & Services Administration (HRSA), Maternal and Child Health Services (MCHS) Catalog of Federal Domestic Assistance (CFDA) #93.994, Federal Award Identification Number (FAIN), B04MC30627 and 74% General Funds.

In the event that Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,

Lisa Morris, MSSW
Director

Approved by:
Jeffrey A. Meyers
Commissioner

FORM NUMBER P-37 (version 5/8/15)

Subject: Primary Care Services for the Homeless of the City of Manchester (SS-2019-DPHS-19-PRIMA)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name *Manchester Health Department*		1.4 Contractor Address *1528 Elm Street* Manchester, NH 03101-1350	
1.5 Contractor Phone Number 603-628-6003	1.6 Account Number 05-95-90-902010-51900000-102-500731	1.7 Completion Date March 31, 2020	1.8 Price Limitation $155,650
1.9 Contracting Officer for State Agency *E. Maria Reinemann, Esq.* Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature Joyce Craig		1.12 Name and Title of Contractor Signatory Joyce Craig, Mayor	

1.13 Acknowledgement: State of New Hampshire, County of Hillsborough

On June 5, 2018, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

Ryan P. Mahoney
NOTARY PUBLIC
State of New Hampshire
My Commission Expires 2/11/2020

1.13.2 Name and Title of Notary or Justice of the Peace

Ryan Mahoney, Notary Public

1.14 State Agency Signature Date: 6/8/18	1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: Megan A. Yeplo Atty 6/11/18

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials JC
Date 6/5/18

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. *INDEMNIFICATION.* *The Contractor shall defend,* indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials JC
Date 6/5/18

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials QC
Date 10/5/18

Scope of Services

1. Provisions Applicable to All Services

1.1. The Vendor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Vendor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this contract, the Vendor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. et seq.

1.4. The Vendor shall maximize billing to private and commercial insurances, Medicare and Medicaid for all reimbursable services rendered. The Department shall be the payor of last resort.

1.5. The Vendor shall remain in compliance with all applicable state and federal laws for the duration of the contract period, including but not limited to:

1.5.1. NH RSA 141-C and Administrative Rule He-P 301, adopted 6/3/08, which requires the reporting of all communicable diseases.

1.5.2. NH RSA 169:C, Child Protection Act; NH RSA 161-F46, Protective Services to Adults, NH RSA 631:6, Assault and Related Offences, and RSA 130:A, Lead Paint Poisoning and Control.

1.5.3. NH RSA 141-C and the Immunization Rules promulgated, hereunder.

2. Scope of Services

2.1. Preventative and Primary Health Care, as well as related Care Management and Enabling Services shall be provided to individuals who are considered homeless, of all ages, in the City of Manchester, who are:

2.1.1. Uninsured;

2.1.2. Underinsured;

2.1.3. Low-income (defined as <185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines;

2.1.4. Lacking housing, including an individual whose primary residence during the night is a supervised public or private facility (e.g., shelters) that provides temporary living accommodations;

2.1.5. In transitional housing;

2.1.6. Unable to maintain their housing situation;

2.1.7. Forced to stay with a series of friends and/or extended family members, hence are considered homeless;

2.1.8. To be released from a prison or a hospital and do not have a stable housing situation to which they can return, especially if they were considered to be homeless prior to incarceration or hospitalization.

2.2. The Vendor shall use flexible hours and minimal use of appointment systems to provide primary care and enabling services to homeless individuals and families through the use of permanent office based locations and/or mobile or temporary delivery locations.

2.3. The Vendor shall continue to provide primary care and enable services to individuals, for a minimum of three hundred and sixty-four (364) calendar days following the individual's placement in permanent housing.

2.4. The Vendor shall provide Screening, Brief Intervention and Referrals to all individuals receiving care under this agreement.

2.5. The Vendor shall ensure primary care services are provided by a New Hampshire licensed Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Advanced Practice Registered Nurse (APRN) or Physician Assistant (PA) to eligible individuals in the service area.

2.6. The Vendor shall ensure primary care services include, but are not limited to:

2.6.1. Reproductive health services.

2.6.2. Behavioral health services.

2.6.3. Preventive services, screenings and health education in accordance with established, documented state or national guidelines.

2.6.4. Pathology, radiology, surgical and CLIA certified laboratory services either on-site or by referral.

2.6.5. Assessment of need and follow-up/referral as indicated for:

2.6.5.1. Tobacco cessation, including referral to QuitWorks-NH, www.QuitWorksNH.org.

2.6.5.2. Social services.

2.6.5.3. Chronic Disease management, including disease specific referral and self-management education such as referral to Diabetes Self-Management Education (DSME) as recommended by American Diabetes Association (ADA).

2.6.5.4. Nutrition services, including Women, Infants and Children (WIC) Food and Nutrition Service, as appropriate;

2.6.5.5. Screening, Brief Intervention and Referral to Treatment (SBIRT) services, including but not limited to contact with the Regional Public Health Network Continuum of Care Development Initiative.

2.6.5.6. Referrals to health, home care, oral health and behavioral health specialty providers who offer sliding scale fees, when available.

2.7. The Vendor shall provide care management for individuals enrolled for primary care services, which includes, but is not limited to:

2.7.1. Integrated and coordinated services that ensure patients receive necessary care, including behavioral health and oral care when and where it is needed and wanted, in a culturally and linguistically appropriate manner.

2.7.2. Direct access to a healthcare provider by telephone twenty-four (24) hours per day, seven (7) days per week, directly, by referral or subcontract.

2.7.3. Care facilitated by registries; information technology; health information exchanged.

2.7.4. An integrated model of primary care, which includes, but is not limited to:

2.7.4.1. Behavioral health;

2.7.4.2. Oral health;

2.7.4.3. Use of navigators and case management; and

2.7.4.4. Co-location of services and system-level integration of care.

2.8. The Vendor shall provide and facilitate enabling services, which are non-clinical services that support the delivery of basic primary care services, and facilitate access to comprehensive patient care as well as social services that include, but are not limited to:

2.8.1. Case Management.

2.8.2. Benefit counseling.

2.8.3. Health insurance eligibility and enrollment assistance.

2.8.4. Health education and supportive counseling.

2.8.5. Interpretation/translation for individuals with Limited English Proficiency or other communication needs.

2.8.6. Outreach, which may include the use of community health workers.

2.8.7. Transportation.

2.8.8. Education of patients and the community regarding the availability and appropriate use of health services.

2.8.9. The Vendor will submit at least one annual Workplan that includes a detailed description of the enabling services funded by this contract. This shall be developed and submitted according to the schedule and instructions provided by MCHS. The vendor will be notified at

least thirty (30) days in advance of any changes in the submission schedule.

2.9. Eligibility Determination Services

2.9.1. The Vendor shall notify the Department, in writing, if access to Primary Care or SBIRT Services for new patients are limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

2.9.2. The Vendor shall assist individuals with completing a Medicaid/Expanded Medicaid and other health insurance application when income calculations indicate possible Medicaid eligibility.

2.9.3. The Vendor shall post a notice in a public and conspicuous location noting that no individual will be denied services for an inability to pay.

2.9.4. The Vendor shall develop and implement a sliding fee scale for services in accordance with the Federal Poverty Guidelines. The Vendor shall;

2.9.4.1. Make the sliding fee scale available to the Department upon request; and

2.9.4.2. Update the sliding fee scale on an annual basis, when new Federal Poverty Guidelines are released; and

2.9.4.3. Provide updated sliding fee scales to the Department for review and approval prior to implementation.

2.10. Coordination of Services

2.10.1. The Vendor shall coordinate with other service providers, within the community, whenever possible, including, but not limited to collaboration with interagency referrals and to deliver coordination of care.

2.10.2. The Vendor shall participate in activities within their Public Health Region, as appropriate, to enhance the integration of community-based public health prevention and healthcare initiatives being implemented, including but not limited to:

2.10.2.1. Community needs assessments;

2.10.2.2. Public health performance assessments; and

2.10.2.3. Regional health improvement plans under development.

2.10.3. The Vendor shall participate in and coordinate public health activities, as requested by the Department, during any disease outbreak and/or emergency that affects the public's health.

3. Staffing

3.1. The Vendor shall ensure all health and allied health professions have the

appropriate, current New Hampshire licenses whether directly employed, contracted or subcontracted.

3.2. The Vendor shall employ a medical services director with special training and experience in primary care who shall participate in quality improvement activities and be available to other staff for consultation, as needed.

3.3. The Vendor shall notify the Maternal and Child Health Section (MCHS), in writing, of any newly hired administrator, clinical coordinator or any staff person essential to providing contracted services and include a copy of the individual's resume, within thirty (30) days of hire.

3.4. The Vendor shall notify the MCHS, in writing, when:

3.4.1. Any critical position is vacant for more than thirty (30) days;

3.4.2. There is not adequate staffing to perform all required services for any period lasting more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

4. Reporting/Deliverables

4.1. Required Meetings & Trainings

4.1.1. The Vendor shall attend meetings and trainings facilitated by the MCHS programs that include, but are not limited to:

4.1.1.1. MCHS Agency Directors' meetings;

4.1.1.2. MCHS Primary Care Coordinators' meetings, which are held two (2) times per year, which may require attendance by agency quality improvement staff; and

4.1.1.3. MCHS Agency Medical Services Directors' meetings.

4.2. Workplans, Outcome Reports & Additional Reporting Requirements

4.2.1. The Vendor shall collect and report data as detailed in Exhibit A-1 "Reporting Metrics" according to the Exhibit A-2 "Report Timing Requirements".

4.2.2. The Vendor shall submit reports as defined within Exhibit A-2 "Report Timing Requirements".

4.2.3. The Vendor shall submit an updated budget narrative, within thirty (30) days of the contract execution date and annually, as defined in Exhibit A-2 "Report Timing Requirements". The budget narrative shall include, at a minimum;

4.2.3.1. Staff roles and responsibilities, defining the impact each role has on contract services;

4.2.3.2. Staff list, defining;

4.2.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

4.2.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

4.2.4. In addition to the report defined within Exhibit A-2 "Report Timing Requirements", the Vendor shall submit a Sources of Revenue report at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

4.2.5. In addition to the reporting defined within Exhibit A-2, "Report Timing Requirements", the Vendor must maintain documentation for each individual receiving services described in this contract, that includes, but is not limited to;

4.2.5.1. Family income;

4.2.5.2. Family size; and

4.2.5.3. Income in relation to the Federal Poverty Guidelines.

4.3. On-Site Reviews

4.3.1. The Vendor shall permit a team or person authorized by the Department to periodically review the Vendor's:

4.3.1.1. Systems of governance.

4.3.1.2. Administration.

4.3.1.3. Data collection and submission.

4.3.1.4. Clinical and financial management.

4.3.1.5. Delivery of education services.

4.3.1.6. Delivery of Primary Care Services within the Specific County of service

4.3.2. The Vendor shall cooperate with the Department to ensure information needed for the reviews is accessible and provided. The Vendor shall ensure information includes, but is not limited to:

4.3.2.1. Client records.

4.3.2.2. Documentation of approved enabling services and quality improvement projects, including process and outcome evaluations.

4.3.3. The Vendor shall take corrective actions, as advised by the review team, if services provided are not in compliance with the contract requirements.

4.4. Quality Improvement

4.4.1. The Vendor shall develop, define, facilitate and implement a minimum of two (2) Quality Improvement (QI) projects, which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of

targeted patient groups.

4.4.1.1. One (1) quality improvement project must focus on the performance measure as designated by MCHS. (Defined as Patient Safety: Falls Screening for SFY 2018 – 2019)

4.4.1.2. The other(s) will be chosen by the vendor based on previous performance outcomes needing improvement.

4.4.2. The Vendor shall utilize Quality Improvement Science to develop and implement a QI Workplan for each QI project. The QI Workplan will include:

4.4.2.1. Specific goals and objectives for the project period; and

4.4.2.2. Evaluation methods used to demonstrate improvement in the quality, efficiency, and effectiveness of patient care.

4.4.3. The Vendor shall include baseline measurements for each area of improvement identified in the QI projects, to establish health care services and health status of targeted patient groups to be improved upon.

4.4.4. The Vendor may utilize activities in QI projects that enhance clinical workflow and improve patient outcomes, which may include, but are not limited to:

4.4.4.1. EMR prompts/alerts.

4.4.4.2. Protocols/Guidelines.

4.4.4.3. Diagnostic support.

4.4.4.4. Patient registries.

4.4.4.5. Collaborative learning sessions.

5. Performance Measures

5.1. The Vendor shall ensure that the following performance indicators are annually achieved and monitored quarterly to measure the effectiveness of the agreement:

5.1.1. Annual improvement objectives shall be defined by the vendor and submitted to the Department. Objectives shall be measurable, specific and align to the provision of primary care services defined within Exhibit A-1 "Reporting Metrics"

Exhibit A-1 – Reporting Metrics

1. Definitions

1.1. **Measurement Year** – Measurement Year consists of 365 days and is defined as either:

1.1.1. The calendar year, (January 1st through December 31st); or

1.1.2. The state fiscal year (July 1st through June 30th).

1.2. **Medical Visit** – Medical visit is defined as any office visit including all well-care and acute-care visits.

1.3. **HEDIS** – Healthcare Effectiveness Data and Information Set

1.4. **NQF** – National Quality Forum

1.5. **Title V** – Federal Maternal and Child Health Services Block Grant

1.6. **UDS** – Uniform Data System

1.7. **NH MCHS** – New Hampshire Maternal and Child Health Section

2. MCHS PRIMARY CARE FOR THE HOMELESS PERFORMANCE MEASURES

2.1. **Preventive Health: Depression Screening**

2.1.1. Percentage of patients ages twelve (12) and older screened for clinical depression using an age appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NQF 0418, UDS).

2.1.1.1. Numerator: Patients twelve (12) years and older who are screened for clinical depression using an age-appropriate standardized depression screening tool **AND** if positive, a follow-up plan documented.

2.1.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented follow-up plan.

2.1.1.3. Denominator: All patients twelve (12) years and older by the end of the measurement year who had at least one (1) medical visit during the measurement year.

2.1.1.4. Denominator Exception: Depression screening not performed due to medical contraindicated or patient refusal.

2.1.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as suicide risk assessment and/or referral to practitioner who is

qualified to diagnose and treat depression, and/or notification of primary care provider.

2.2. **Preventive Health: Obesity Screening**

2.2.1. Percentage of patients aged 18 years and older with a calculated BMI in the past six months or during the current visit documented in the medical record AND if the most recent BMI is outside of normal parameters, a follow-up plan is documented (NQF 0421, UDS).

2.2.1.1. Normal parameters: Age 65 and older BMI ≥ 23 and < 30

2.2.1.2. Age 18 through 64 BMI ≥ 18.5 and < 25

2.2.1.3. Numerator: Patients with BMI calculated within the past six months or during the current visit and a follow-up plan documented if the BMI is outside of parameters (Normal BMI + abnormal BMI with documented plan).

2.2.1.4. Definition of Follow-Up Plan: Proposed outline of follow-up plan to be conducted as a result of BMI outside of normal parameters. The follow-up plan can include documentation of a future appointment, education, referral (such as registered dietician, nutritionist, occupational therapist, primary care physician, exercise physiologist, mental health provider, surgeon, etc.), prescription of/administration of dietary supplements, exercise counseling, nutrition counseling, etc.

2.2.1.5. Denominator: All patients aged 18 years and older who had at least one (1) medical visit during the measurement year.

2.3. **Preventive Health: Tobacco Screening**

2.3.1. Percent of patients aged 18 years and older who were screened for tobacco use at least once during the measurement year or prior year AND who received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user (UDS).

2.3.1.1. Numerator: number of patients in the denominator for whom documentation demonstrates that patients were queried about their tobacco use one or more times during their most recent visit OR within twenty-four (24) months of the most recent visit and received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user.

2.3.1.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.3.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.3.1.4. Definitions:

2.3.1.4.1. Tobacco Use: Includes any type of tobacco.

2.3.1.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy.

2.4. At Risk Population: Hypertension

2.4.1. Percentage of patients aged 18 through 85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90mmHG) during the measurement year (NQF 0018).

2.4.1.1. Numerator: Number of patients from the denominator with blood pressure measurement less than 140/90 mm HG at the time of their last measurement.

2.4.1.2. Denominator: Number of patients age 18 through 85 with diagnosed hypertension (must have been diagnosed with hypertension 6 or more months before the measurement date) who had at least one (1) medical visit during the measurement year. (Excludes pregnant women and patients with End Stage Renal Disease.)

2.5. Patient Safety: Falls Screening

2.5.1. Percent of patients aged 65 years and older who were screened for fall risk at least once within 12 months (NH MCHS).

2.5.1.1. Numerator: Patients who were screened for fall risk at least once within the measurement year.

2.5.1.2. Denominator: All patients aged 65 years and older seen by a health care provider within the measurement year.

2.6. SBIRT

2.6.1. SBIRT – Percent of patients aged 18 years and older who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, received a brief intervention or referral to services (NH MCHS).

2.6.1.1. Numerator: Number of patients in the denominator who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, who received a brief intervention and/or referral to services.

2.6.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.6.1.3. Denominator: Number of patients aged 18 years and older seen for annual/preventive visit within the measurement year.

2.6.1.4. Definitions:

2.6.1.4.1. Substance Use: Includes any type of alcohol or drug.

2.6.1.4.2. Brief Intervention: Includes guidance or counseling.

2.6.1.4.3. Referral to Services: includes any recommendation of direct referral for substance abuse services.

Exhibit A-2 – Report Timing Requirements

1.1. Primary Care Services for the Homeless Reporting Requirements

1.1.1. The reports are required due on the date(s) listed, or, in years where the date listed falls on a non-business day, reports are due on the Friday immediately prior to the date listed.

1.1.2. The Vendor is required to complete and submit each report, following instructions sent by the Department

1.1.3. An updated budget narrative must be provided to the Department, within thirty (30) days of contract approval. The budget narrative must include, at a minimum;

1.1.3.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.1.3.2. Staff list, defining;

1.1.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.1.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

1.2. Annual Reports

1.2.1. The following reports are required annually, on or prior to;

1.2.1.1. March 31st;

1.2.1.1.1. Uniform Data Set (UDS) Data tables reflecting program performance for the previous calendar year;

1.2.1.1.2. Budget narrative, which includes, at a minimum;

1.2.1.1.3. Staff roles and responsibilities, defining the impact each role has on contract services

1.2.1.1.4. Staff list, defining;

1.2.1.1.5. The Full Time Equivalent percentage allocated to contract services, and;

1.2.1.1.6. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

1.2.1.2. July 31st;

Contractor Initials: QC
Date: 6/5/18

1.2.1.2.1. Summary of patient satisfaction survey results obtained during the prior contract year, specific to patients served within Merrimack and Northern Hillsborough Counties;

1.2.1.2.2. Quality Improvement (QI) Workplans, Performance Outcome Section

1.2.1.2.3. Enabling Services Workplans, Performance Outcome Section

1.2.1.3. September 1st;

1.2.1.3.1. QI workplan revisions, as needed;

1.2.1.3.2. Enabling Service Workplan revisions, as needed;

1.2.1.3.3. Correction Action Plan (Performance Measure Outcome Report), as needed;

1.3. **Semi-Annual Reports**

1.3.1. Primary Care Services Measure Data Trend Table (DTT), due on;

1.3.1.1. July 31 (measurement period July 1– June 30); and

1.3.1.2. January 31 (measurement period January 1 – December 31).

1.4. **The following report is required 30 days following the end of each quarter, beginning in State Fiscal Year 2018;**

1.4.1. Perinatal Client Data Form (PCDF), for the entire population served by the Contractor;

1.4.1.1. Due on April 30, July 31, October 31 and January 31

Method and Conditions Precedent to Payment

1. The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This contract is funded with general and federal funds. Department access to supporting funding for this project is dependent upon meeting the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) (https://www.cfda.gov) #93.994, Maternal and Child Health Services Block Grant to the States

3. The Contractor shall not use or apply contract funds for capital additions, improvements, entertainment costs or any other costs not approved by the Department.

4. Payment for services shall be as follows:
   4.1. Payments shall be on a cost reimbursement basis for approved actual costs in accordance with Exhibits B-1 through Exhibit B-3.
   4.2. The Contractor shall submit invoices in a form satisfactory to the State no later than the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor agrees to keep detailed records of their activities related to Department-funded programs and services.
      4.2.1. Expenditure detail may be requested by the Department on an intermittent basis, which the Contractor must provide.
      4.2.2. Onsite reviews may be required.
   4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
   4.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or invoices may be mailed to:

      Financial Administrator
      Department of Health and Human Services
      Division of Public Health
      29 Hazen Dr.
      Concord, NH 03301

4.5. The final invoice shall be due to the State no later than forty (40) days after the date specified in Form P-37, Block 1.7 Completion Date.

4.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

5. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjusting encumbrances between State Fiscal Years within the price limitation may be made without obtaining approval of the Governor and Executive Council, upon written agreement of both parties.

Exhibit B-1

New Hampshire Department of Health and Human Services

Bidder/Program Name: Manchester Health Department

Budget Request for: Primary Care for the Homeless

Budget Period: SFY 2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 13,832	$ -	$ 13,832	$ -	$ -	$ -	$ 13,832	$ -	$ 13,832
2. Employee Benefits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Consultants	$ 4,420	$ -	$ 4,420	$ -	$ -	$ -	$ 4,420	$ -	$ 4,420
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Dental care for uninsured	$ 904	$ -	$ 904	$ -	$ -	$ -	$ 904	$ -	$ 904
MHD Adm	$ 300	$ -	$ 300	$ -	$ -	$ -	$ 300	$ -	$ 300
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 19,456	$ -	$ 19,456	$ -	$ -	$ -	$ 19,456	$ -	$ 19,458

Indirect As A Percent of Direct 0.0%

Exhibit B-2

New Hampshire Department of Health and Human Services

Bidder/Program Name: Manchester Health Department

Budget Request for: Primary Care for the Homeless
(Name of RFP)

Budget Period: SFY 19

Total $77,825

Line Item	Total Program Cost: Direct Incremental	Total Program Cost: Indirect Fixed	Total Program Cost: Total	Contractor Share / Match: Direct Incremental	Contractor Share / Match: Indirect Fixed	Contractor Share / Match: Total	Funded by DHHS contract share: Direct Incremental	Funded by DHHS contract share: Indirect Fixed	Funded by DHHS contract share: Total
1. Total Salary/Wages	$ 44,246	$ -	$ 44,246	$ -	$ -	$ -	$ 44,246	$ -	$ 44,246
2. Employee Benefits	$ 13,274	$ -	$ 13,274	$ -	$ -	$ -	$ 13,274	$ -	$ 13,274
3. Consultants	$ 17,680	$ -	$ 17,680	$ -	$ -	$ -	$ 17,680	$ -	$ 17,680
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
CHAN IT support	$ 1,425	$ -	$ 1,425	$ -	$ -	$ -	$ 1,425	$ -	$ 1,425
MHD Adm	$ 1,200	$ -	$ 1,200	$ -	$ -	$ -	$ 1,200	$ -	$ 1,200
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 77,825	$ -	$ 77,825	$ -	$ -	$ -	$ 77,825	$ -	$ 77,825

Indirect As A Percent of Direct 0.0%

Contractor's Initials JC
Date 6/5/18

Exhibit B-3

New Hampshire Department of Health and Human Services

Bidder/Program Name: Manchester Health Department

Budget Request for: Primary Care for the Homeless

Budget Period: SFY 2020 7/1/2019 - 3/31/2020 Total $58,369

Line Item	Total Program Cost: Direct Incremental	Total Program Cost: Indirect Fixed	Total Program Cost: Total	Contractor Share / Match: Direct Incremental	Contractor Share / Match: Indirect Fixed	Contractor Share / Match: Total	Funded by DHHS contract share: Direct Incremental	Funded by DHHS contract share: Indirect Fixed	Funded by DHHS contract share: Total
1. Total Salary/Wages	$ 33,782	$ -	$ 33,782	$ -	$ -	$ -	$ 33,782	$ -	$ 33,782
2. Employee Benefits	$ 10,135	$ -	$ 10,135	$ -	$ -	$ -	$ 10,135	$ -	$ 10,135
3. Consultants	$ 13,260	$ -	$ 13,260	$ -	$ -	$ -	$ 13,260	$ -	$ 13,260
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
CHAN IT support	$ 292	$ -	$ 292	$ -	$ -	$ -	$ 292	$ -	$ 292
MHD Adm	$ 909	$ -	$ 909	$ -	$ -	$ -	$ 909	$ -	$ 909
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 58,369	$ -	$ 58,369	$ -	$ -	$ -	$ 58,369	$ -	$ 58,369

Indirect As A Percent of Direct 0.0%

6/5/18

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3:908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

Contractor Initials QC
Date 6/5/18

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

Contractor Initials AC
Date 6/5/18

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Division reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
      1.2.1. The dangers of drug abuse in the workplace;
      1.2.2. The grantee's policy of maintaining a drug-free workplace;
      1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
      1.4.1. Abide by the terms of the statement; and
      1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

6/5/18
Date

Joyce Craig
Name: Joyce Craig
Title: Mayor

Contractor Initials JC
Date 6/5/18

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, 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-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name:

6/5/18
Date

Name: Joyce Craig
Title: Mayor

Contractor Initials JC
Date 6/5/18

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

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

6/5/18
Date

Name: Joyce Craig
Title: Mayor

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.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

6/5/18
Date

Joyce Craig
Name: Joyce Craig
Title: Mayor

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

6/5/18
Date

Name: Joyce Craig
Title: Mayor

HEALTH INSURANCE PORTABLITY 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, TitleXIII, 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.

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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 (l). 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

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

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.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	City of Mancheter
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Joyce Craig
Name of Authorized Representative	Name of Authorized Representative
Director, Division Public Health Svcs	Mayor
Title of Authorized Representative	Title of Authorized Representative
6/8/18	6/5/18
Date	Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

6/5/18
Date

Name: Joyce Craig
Title: Mayor

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 790913636

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 X 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: _____

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov