



Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

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JUN 21 15 PM 2:41 DAS

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

June 18, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to **retroactively** exercise a renewal option and amend existing an agreement with the vendor listed in bold below to provide services designed to improve breast and cervical screening rates in Belknap, county, by increasing the total price limitation by \$22,000 from \$460,549 to \$482,549 and by extending the completion date from June 30, 2019 to June 30, 2021, effective **retroactive** to June 30, 2019 upon Governor and Executive Council approval. 100% Federal Funds.

This agreement was originally approved by the Governor and Executive Council on May 2, 2018, Item #21.

Vendor Name	Vendor Number	Location	Amount	Increase/ (Decrease)	Modified Amount
Catholic Medical Center	177240- B002	100 McGregor Street, Manchester, NH 03102	\$182,951	\$0	\$182,951
Greater Seacoast Community Health	166629-B001	100 Campus Drive, Portsmouth, NH 03801	\$163,102	\$0	\$163,102
HealthFirst Family Care Center, Inc.	158221-B001	841 Central Street, Franklin, NH 03235	\$16,500	\$22,000	\$38,500
Manchester Community Health Center	157274-B001	145 Hollis Street, Manchester NH 03101	\$97,996	\$0	\$97,996
		Total:	\$460,549	\$22,000	\$482,549

Funds are anticipated to be available in State Fiscal Year 2020 and State Fiscal Year 2021, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **retroactive** because the Contractor resolved problems with the execution of the contract amendment with the Department after the deadline for Governor and Executive Council submission for the June 19, 2019 meeting. The other three (3) Contractors listed in the table were submitted for June 19, 2019 Governor and Executive Council meeting.

The purpose of this request is to allow the Contractors to continue to provide outreach and educational services focused on improving cancer screening rates among low income women in New Hampshire. Outreach and education services include the use of a Community Health Worker (CHW) to provide education, outreach, and/or patient navigation to women who have never been screened or have not been screened recently. The Contractors prioritize serving uninsured and underinsured women between the ages of 21 and 64 whose incomes are at or below 250% of the Federal Poverty Level. Service will focus on assessing and addressing barriers to access cancer screening, follow-up diagnostics and/or treatment. The Contractor will have clinical staff (e.g. RN, APRN, MD) available to assist and advise the CHW on follow-up of any clients who require case management for diagnostics and/or treatment services.

In 2014, cancer was the leading cause of death in NH. Breast cancer incidence rates in the state continue to be higher than the national levels with New Hampshire ranking second highest in the country. Breast cancer is the most frequently diagnosed cancer among women in New Hampshire and in the United States. Nearly 83% of women in NH complete their recommended screening mammogram placing NH as the seventh highest for screening in the US, however disparities in screening rates persist among low income women with lower educational attainment. Due to advances in screening, early detection and treatment, New Hampshire currently ranks seventh lowest for breast cancer mortality rates in the country. Between 2009 and 2013, close to 75% of documented breast cancers in New Hampshire were diagnosed at a localized stage, where the five-year survival rate is 98.8%.

Cervical cancer is one of the only preventable cancers when abnormal cells are found through a Pap test. The majority of women in New Hampshire receive routine screening for cervical cancer (85.3%) and we are the state with the lowest incidence rate of cervical cancer. Nearly 77% of cervical cancers are diagnosed at the localized stage when the five-year survival rate is 91.3%. Equally as important are the number of precancerous cells detected and removed prior to the development of cervical cancer.

By improving cancer screening rates, DPHS seeks to reduce mortality from breast and cervical cancer in NH. The early detection of breast and cervical cancer through screening greatly improves cancer patients' survival.

Approximately 395,988 individuals will be served from July 1, 2019 through June 30, 2021.

The original agreement included language in Exhibit C-1 that reserved the right of the parties to renew the contract for up to two (2) years, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization and approval from the Governor and Executive Council. The Department is in agreement with renewing services for the two (2) years at this time.

Vendor effectiveness in delivering services will be monitored via the following:

- Monitoring of all outreach activities implemented to increase cancer screening rates.
- Monitoring the number of clients reached, and the number of clients screened.
- Monitoring data on an individual level pertaining to barriers to screening and strategies used to address barriers.
- Monitoring of Contractor management plans and sustainability efforts.

Should the Governor and Executive Council not authorize this request, the Division of Public Health Services may be unable to continue to provide uninsured and low-income women with timely access to breast and cervical cancer services. Additionally, there may be a negative impact on the Department's statewide efforts to increase the rate of breast and cervical cancer screening for all women in NH.

Area served Belknap County.

Source of Funds: 100% Federal Funds from the Centers for Disease Control and Prevention (CFDA) #93.898, Federal Award Identification Number (FAIN), 1NU58DP006298.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jeffrey Meyers", written over a circular stamp or seal.

Jeffrey A. Meyers
Commissioner

FISCAL DETAILS
 NH BREAST AND CERVICAL CANCER SCREENING PROGRAM COMMUNITY AND CLINICAL
 CANCER SCREENING IMPROVEMENT PROGRAM

05-95-90-902010-56590000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMMUNITY AND HEALTH SERVICES, COMPREHENSIVE CANCER

HEALTHFIRST FAMILY CARE CENTER, INC. 158221-B001

State Fiscal Year	Class/Object	Title	Activity Code	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102/500731	Contracts for Prog Svcs	90080081	\$5,500	\$0	\$5,500
2019	102/500731	Contracts for Prog Svcs	90080081	\$11,000	\$0	\$11,000
2020	102/500731	Contracts for Prog Svcs	90080081	\$0	\$11,000	\$11,000
2021	102/500731	Contracts for Prog Svcs	90080081	\$0	\$11,000	\$11,000
Subtotal				\$16,500	\$22,000	\$38,500

MANCHESTER COMMUNITY HEALTH CENTER 157274-B001

State Fiscal Year	Class/Object	Title	Activity Code	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102/500731	Contracts for Prog Svcs	90080081	\$17,758	\$0	\$17,758
2019	102/500731	Contracts for Prog Svcs	90080081	\$26,746	\$0	\$26,746
2020	102/500731	Contracts for Prog Svcs	90080081	\$26,746	\$0	\$26,746
2021	102/500731	Contracts for Prog Svcs	90080081	\$26,746	\$0	\$26,746
Subtotal				\$97,996	\$0	\$97,996

GREATER SEACOAST COMMUNITY HEALTH 166629-B001

State Fiscal Year	Class/Object	Title	Activity Code	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102/500731	Contracts for Prog Svcs	90080081	\$20,827	\$0	\$20,827
2019	102/500731	Contracts for Prog Svcs	90080081	\$47,425	\$0	\$47,425
2020	102/500731	Contracts for Prog Svcs	90080081	\$47,425	\$0	\$47,425
2021	102/500731	Contracts for Prog Svcs	90080081	\$47,425	\$0	\$47,425
Sub-total				\$163,102	\$0	\$163,102

FISCAL DETAILS
 NH BREAST AND CERVICAL CANCER SCREENING PROGRAM COMMUNITY AND CLINICAL
 CANCER SCREENING IMPROVEMENT PROGRAM
CATHOLIC MEDICAL CENTER 177240-B001

State Fiscal Year	Class/Object	Title	Activity Code	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102/500731	Contracts for Prog Svcs	90080081	\$24,650	\$0	\$24,650
2019	102/500731	Contracts for Prog Svcs	90080081	\$52,767	\$0	\$52,767
2020	102/500731	Contracts for Prog Svcs	90080081	\$52,767	\$0	\$52,767
2021	102/500731	Contracts for Prog Svcs	90080081	\$52,767	\$0	\$52,767
Subtotal				\$182,951	\$0	\$182,951
Total				\$460,549	\$22,000	\$482,549

**New Hampshire Department of Health and Human Services
NH Breast and Cervical Cancer Screening Program Community and Clinical Cancer
Screening Improvement Project**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the NH Breast and Cervical Cancer Screening Program Community and
Clinical Cancer Screening Improvement Project**

This 1st Amendment to the Breast and Cervical Cancer Screening Program Community and Clinical Cancer Screening Improvement Project contract (hereinafter referred to as "Amendment #1") dated this 12th day of February, 2019, 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, Inc (hereinafter referred to as "the Contractor"), a corporation 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 May 2, 2018 (Item #21), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18; and Exhibit C-1, Revisions to General Provisions Paragraph 3, the State may modify the scope of work and the payment schedule of the contract 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 and increase the price limitation; 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:
\$38,500.
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. Add Exhibit A, Scope of Services, Section 1. Provisions Applicable to All Services, Subsection 1.4, to read:
 - 1.4. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennium.
6. Add Exhibit B-3 Budget.
7. Add Exhibit B-4 Budget.



**New Hampshire Department of Health and Human Services
MH Breast and Cervical Cancer Screening Program Community and Clinical Cancer
Screening Improvement Project**

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

5/23/19
Date

[Signature]
Lisa Morris
Director

HealthFirst Family Care Center, Inc.

5/19
Date

[Signature]
Name: Richard D. Silverberg
Title: President

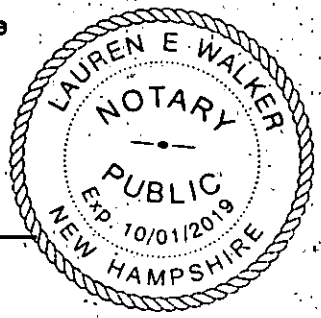
Acknowledgement of Contractor's signature:

State of New Hampshire County of Merriam on 3/7/2019 before the undersigned officer,
personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is
signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

Lauren E. Walker
Name and Title of Notary or Justice of the Peace

My Commission Expires: 10/01/2019





**New Hampshire Department of Health and Human Services
 NH Breast and Cervical Cancer Screening Program Community and Clinical Cancer
 Screening Improvement Project**

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

OFFICE OF THE ATTORNEY GENERAL

6/17/2019
 Date

William J. Smith
 Name: *William J. Smith*
 Title: *Sr. Asst. Atty General*

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

OFFICE OF THE SECRETARY OF STATE

 Date

 Name:
 Title:

Exhibit B-3 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: Breast & Cervical Cancer Program (BCCP) Services

Budget Period: July 1, 2019 to 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 Salary/Wages	\$ 11,610.09	\$ 1,161.01	\$ 12,771.10	\$ 5,805.05	\$ 580.50	\$ 6,385.55	\$ 5,805.05	\$ 580.50	\$ 6,385.55
2. Employee Benefits (25% of wages)	\$ 2,902.52	\$ 290.25	\$ 3,192.78	\$ 1,451.26	\$ 145.13	\$ 1,596.39	\$ 1,451.26	\$ 145.13	\$ 1,596.39
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,603.69	\$ 160.37	\$ 1,764.06	\$ -	\$ -	\$ -	\$ 1,603.69	\$ 160.37	\$ 1,764.06
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 (BCCP CLIENT SERVICE):	\$ 1,140.00	\$ 114.00	\$ 1,254.00	\$ -	\$ -	\$ -	\$ 1,140.00	\$ 114.00	\$ 1,254.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	(\$ 17,256.31)	(\$ 1,725.63)	(\$ 18,981.94)	(\$ 7,256.31)	(\$ 725.63)	(\$ 7,981.94)	(\$ 10,000.00)	(\$ 1,000.00)	(\$ 11,000.00)

Indirect As A Percent of Direct

10.0%

Contractor Initials: *RDS*

Date: *MARCH 7 2019*

Exhibit B-4 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: Breast & Cervical Cancer Program (BCCP) Services

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

Line/Item	Total Program Cost			Contractor Share/Match			Funded by DHHS (contract share)		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
	Incremental	Fixed		Incremental	Fixed		Incremental	Fixed	
1. Total Salary/Wages	\$ 11,958.30	\$ 1,195.83	\$ 13,154.13	\$ 5,979.15	\$ 597.92	\$ 6,577.07	\$ 5,979.15	\$ 597.92	\$ 6,577.07
2. Employee Benefits (25% of wages)	\$ 2,989.58	\$ 298.96	\$ 3,288.53	\$ 1,494.79	\$ 149.48	\$ 1,644.27	\$ 1,494.79	\$ 149.48	\$ 1,644.27
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,386.06	\$ 138.61	\$ 1,524.67	\$ -	\$ -	\$ -	\$ 1,386.06	\$ 138.61	\$ 1,524.67
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 (BCCP CLIENT SERVICE):	\$ 1,140.00	\$ 114.00	\$ 1,254.00	\$ -	\$ -	\$ -	\$ 1,140.00	\$ 114.00	\$ 1,254.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 17,473.94	\$ 1,747.39	\$ 19,221.33	\$ 7,473.94	\$ 747.39	\$ 8,221.33	\$ 10,000.00	\$ 1,000.00	\$ 11,000.00

Indirect As A Percent of Direct

10.0%

Contractor Initials: *RDS*

Date: *MARCH 7 2019*

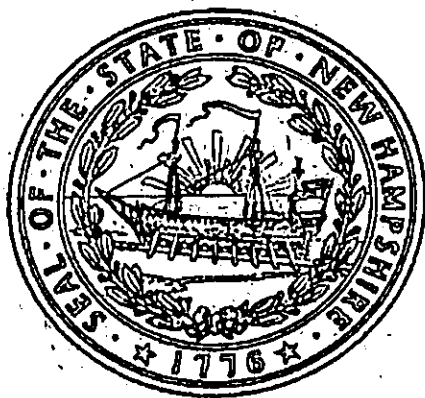
State of New Hampshire

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.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

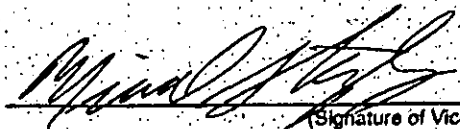
CERTIFICATE OF VOTE
(Corporation without Seal)

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. Richard D. Silverberg 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 20th day of February, 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 1st day of July, 2019.

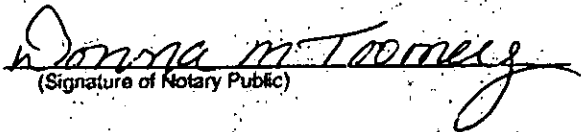


(Signature of Vice Chairman)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 26th of February by Michael Stanley.


(Signature of Notary Public)

DONNA M. TOOMEY
Notary Public - New Hampshire
My Commission Expires September 27, 2022

My Commission Expires: 9-27-22



HEALTHFIRST
FAMILY CARE CENTER, INC.

841 Central Street, Franklin, NH 03235 P: (603) 934-0177

www.healthfirstfamily.org

"Health care for the whole family"

June 10, 2019

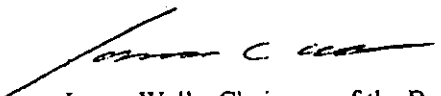
Ms. Catherine A. Cormier
Contracts & Procurement
DHHS, State of NH
129 Pleasant Street
Concord NH 03301

Dear Ms. Cormier:

Please accept this letter as official notification that the certificate of vote attached was completed by the Board of Directors with the intent of being enforced for any actions of the noted signatories for the duration of this state fiscal year. This means we approve the individuals to sign contracts with the State of NH through June 30, 2019.

We hope this is satisfactory, and we can proceed with completion of the contract process .

On behalf of the HealthFirst Family Care Center Board of Directors.


James Wells, Chairman of the Board



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.



FINANCIAL STATEMENTS

and

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

September 30, 2018 and 2017

With Independent Auditor's Report



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, 2018 and 2017, and the related statements of operations and 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 HealthFirst Family Care Center, Inc. as of September 30, 2018 and 2017, 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.

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, 2019 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, 2019

HEALTHFIRST FAMILY CARE CENTER, INC.

Balance Sheets

September 30, 2018 and 2017

ASSETS

	<u>2018</u>	<u>2017</u>
Current assets		
Cash and cash equivalents	\$ 967,652	\$ 528,231
Short-term certificates of deposit	77,246	76,189
Patient accounts receivable, less allowance for uncollectible accounts of \$253,332 in 2018 and \$280,000 in 2017	657,255	697,912
Grants receivable	77,268	72,304
Other current assets	<u>50,262</u>	<u>12,704</u>
Total current assets	1,829,683	1,387,340
Investment in limited liability companies	23,228	21,272
Long-term certificates of deposit	51,851	50,958
Assets limited as to use	168,136	158,301
Property and equipment, net	<u>1,669,431</u>	<u>1,746,369</u>
Total assets	<u>\$ 3,742,329</u>	<u>\$ 3,364,240</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Line of credit	\$ 71,787	\$ 101,204
Accounts payable and accrued expenses	107,411	54,877
Accrued payroll and related expenses	237,298	208,104
Deferred revenue	53,425	32,299
Current portion of long-term debt	<u>53,446</u>	<u>50,187</u>
Total current liabilities	523,367	446,671
Long-term debt, less current portion	<u>1,547,634</u>	<u>1,601,080</u>
Total liabilities	2,071,001	2,047,751
Net assets		
Unrestricted	<u>1,671,328</u>	<u>1,316,489</u>
Total liabilities and net assets	<u>\$ 3,742,329</u>	<u>\$ 3,364,240</u>

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, 2018 and 2017

	<u>2018</u>	<u>2017</u>
Operating revenue		
Patient service revenue	\$ 3,810,153	\$ 3,332,620
Provision for bad debts	<u>(740,388)</u>	<u>(464,400)</u>
Net patient service revenue	3,069,765	2,868,220
Grants, contracts and contributions	2,038,647	1,779,214
Equity in earnings of limited liability companies	1,956	4,069
Other operating revenue	<u>212,245</u>	<u>27,030</u>
Total operating revenue	<u>5,322,613</u>	<u>4,678,533</u>
Operating expenses		
Salaries and benefits	3,486,153	2,983,362
Other operating expenses	1,333,753	1,413,941
Depreciation	76,375	76,686
Interest expense	<u>71,493</u>	<u>55,144</u>
Total operating expenses	<u>4,967,774</u>	<u>4,529,133</u>
Excess of revenue over expenses and increase in unrestricted net assets	354,839	149,400
Net assets, beginning of year	<u>1,316,489</u>	<u>1,167,089</u>
Net assets, end of year	<u>\$ 1,671,328</u>	<u>\$ 1,316,489</u>

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

HEALTHFIRST FAMILY CARE CENTER, INC.

Statements of Cash Flows

Years Ended September 30, 2018 and 2017

	<u>2018</u>	<u>2017</u>
Cash flows from operating activities		
Change in net assets	\$ 354,839	\$ 149,400
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Provision for bad debts	740,388	464,400
Depreciation	76,375	76,686
Equity in earnings of limited liability companies	(1,956)	(4,069)
(Increase) decrease in the following assets		
Patient accounts receivable	(699,731)	(772,648)
Grants receivable	(4,964)	1,393
Other current assets	(37,558)	(7,807)
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	52,534	(59,141)
Accrued payroll and related expenses	29,194	(29,880)
Deferred revenue	<u>21,126</u>	<u>(13,411)</u>
Net cash provided (used) by operating activities	<u>530,247</u>	<u>(195,077)</u>
Cash flows from investing activities		
Capital expenditures	-	(425,000)
Increase in building reserves	(9,272)	(12,088)
Reinvested interest from certificates of deposit	(1,950)	(1,400)
Investment in limited liability company	<u>-</u>	<u>(1,000)</u>
Net cash used by investing activities	<u>(11,222)</u>	<u>(439,488)</u>
Cash flows from financing activities		
Proceeds from line of credit	-	100,000
Repayments on line of credit	(29,417)	(22,075)
Proceeds from issuance of long-term debt	-	340,000
Principal payments on long-term debt	<u>(50,187)</u>	<u>(44,765)</u>
Net cash (used) provided by financing activities	<u>(79,604)</u>	<u>373,160</u>
Net increase (decrease) in cash and cash equivalents	439,421	(261,405)
Cash and cash equivalents, beginning of year	<u>528,231</u>	<u>789,636</u>
Cash and cash equivalents, end of year	\$ <u>967,652</u>	\$ <u>528,231</u>
Supplemental cash flow disclosure		
Cash paid for interest	\$ 71,493	\$ 55,144

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

HEALTHFIRST FAMILY CARE CENTER, INC.

Notes to Financial Statements

September 30, 2018 and 2017

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.

1. Summary of Significant Accounting Policies

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. 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.

Certificates of Deposit

Certificates of deposit consist of deposits at local banks with maturities of 6 to 24 months, at interest rates ranging from 1.5% to 1.8%. These are valued at cost, which approximates fair value.

Allowance for Uncollectible Accounts

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts by analyzing its past history and identification of trends for patient balances for all funding sources in the aggregate. In addition, balances in excess of one year old are 100% reserved. Management regularly reviews data about collections in evaluating the appropriateness 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.

HEALTHFIRST FAMILY CARE CENTER, INC.

Notes to Financial Statements

September 30, 2018 and 2017

A reconciliation of the allowance for uncollectible accounts follows:

	<u>2018</u>	<u>2017</u>
Balance, beginning of year	\$ 280,000	\$ 65,000
Provision for bad debts	740,388	464,400
Write-offs	<u>(767,056)</u>	<u>(249,400)</u>
Balance, end of year	<u>\$ 253,332</u>	<u>\$ 280,000</u>

The increase in the provision for bad debts and related write-offs during 2018 occurred because certain managed care and commercial insurance companies will not retroactively approve provider credentials, which are required in order to receive payment for services, for new providers. The matter was exacerbated by the untimely loss of the Organization's medical director in January 2017.

Grants Receivable

Grants receivable are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible. Grants and contributions whose restrictions are met within the same year as recognized are reported as unrestricted revenue in the accompanying financial statements.

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 \$22,589 and \$20,298 at December 31, 2017 and 2016, respectively, the reporting period of PHCP.

HEALTHFIRST FAMILY CARE CENTER, INC.

Notes to Financial Statements

September 30, 2018 and 2017

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 \$639 and \$974 at December 31, 2017 and 2016, the reporting period of CHSN.

Assets Limited As To Use

Assets limited as to use consist of cash set aside under loan agreements for repairs and maintenance on the real property collateralizing the loan and assets designated by the Board of Directors.

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.

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as unrestricted support 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 or used to extinguish debt related to long-lived assets, are reported as restricted support. In the absence of explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated, acquired long-lived assets are placed in service, or for gifts of cash restricted for the extinguishment of debt related to long-lived assets, as debt payments are made.

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.

HEALTHFIRST FAMILY CARE CENTER, INC.

Notes to Financial Statements

September 30, 2018 and 2017

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 other operating expenses.

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.

Functional Expenses

The Organization provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

	<u>2018</u>	<u>2017</u>
Program services	\$ 4,238,736	\$ 3,819,507
Administrative and general	<u>729,038</u>	<u>709,626</u>
Total	<u>\$ 4,967,774</u>	<u>\$ 4,529,133</u>

Excess of Revenue Over Expenses

The statements of operations and changes in net assets reflect the excess of revenue over expenses. Changes in unrestricted net assets which are excluded from the excess of revenue over expenses, consistent with industry practice, include 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 January 28, 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.

HEALTHFIRST FAMILY CARE CENTER, INC.

Notes to Financial Statements

September 30, 2018 and 2017

2. Assets Limited as to Use

Assets limited as to use are as follows:

	<u>2018</u>	<u>2017</u>
U.S. Department of Agriculture, Rural Development (Rural Development) loan agreements	\$ 106,938	\$ 104,448
Designated by the governing board for Working capital	40,000	40,000
Capital acquisition and maintenance	<u>21,198</u>	<u>13,853</u>
Total	<u>\$ 168,136</u>	<u>\$ 158,301</u>

3. Property and Equipment

Property and equipment consists of the following:

	<u>2018</u>	<u>2017</u>
Land	\$ 109,217	\$ 109,217
Building and improvements	1,999,965	1,999,965
Leasehold improvements	103,276	103,276
Furniture and equipment	<u>309,473</u>	<u>309,473</u>
Total cost	2,521,931	2,521,931
Less accumulated depreciation	<u>852,500</u>	<u>775,562</u>
Property and equipment, net	<u>\$ 1,669,431</u>	<u>\$ 1,746,369</u>

4. Line of Credit

The Organization has a \$300,000 line of credit arrangement with a local bank payable on demand, through March 2019, with interest at 5.5% at September 30, 2018. The outstanding balance on the line of credit was \$71,787 and \$101,204 at September 30, 2018 and 2017, 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, 2018.

HEALTHFIRST FAMILY CARE CENTER, INC.

Notes to Financial Statements

September 30, 2018 and 2017

5. Long-Term Debt

Long-term debt consists of the following:

	<u>2018</u>	<u>2017</u>
4.125% promissory note payable to 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.	\$ 1,268,028	\$ 1,312,944
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.	<u>333,052</u>	<u>338,323</u>
Total	1,601,080	1,651,267
Less current portion	<u>53,446</u>	<u>50,187</u>
Long-term debt, less current portion	<u>\$ 1,547,634</u>	<u>\$ 1,601,080</u>

Maturities of long-term debt for the next five years are as follows:

2019	\$ 53,446
2020	54,586
2021	56,833
2022	59,173
2023	61,609

6. Patient Service Revenue

Patient service revenue is as follows:

	<u>2018</u>	<u>2017</u>
Gross charges	\$ 4,130,991	\$ 3,819,762
Less: Contractual adjustments	(1,171,253)	(1,020,240)
Sliding fee scale discounts	<u>(93,895)</u>	<u>(115,887)</u>
Medical and dental patient service revenue	2,865,843	2,683,635
340B pharmacy revenue	<u>944,310</u>	<u>648,985</u>
Total patient service revenue	<u>\$ 3,810,153</u>	<u>\$ 3,332,620</u>

HEALTHFIRST FAMILY CARE CENTER, INC.

Notes to Financial Statements

September 30, 2018 and 2017

Revenue from the Medicaid and Medicare programs accounted for approximately 46% and 22%, respectively, of the Organization's gross patient service revenue for the year ended September 30, 2018 and 50% and 23%, respectively, for the year ended September 30, 2017. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Management believes that the Organization 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 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 September 30, 2017.

Medicaid and Other Payers

The Organization also has entered into payment agreements with Medicaid, 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 discounts from established charges.

Charity Care

The Organization provides care to clients who meet certain criteria 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 revenue. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total gross 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's charity care policy was \$106,101 and \$136,747 for the years ended September 30, 2018 and 2017, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants. Local community support consists of contributions, and United Way and municipal appropriations.

HEALTHFIRST FAMILY CARE CENTER, INC.

Notes to Financial Statements

September 30, 2018 and 2017

7. Retirement Plan

The Organization has a contributory defined contribution plan covering eligible employees. The Organization contributed \$61,028 and \$58,865 for the years ended September 30, 2018 and 2017, respectively.

8. 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, 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-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.

9. 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. Following is a summary of gross accounts receivable, by funding source:

	<u>2018</u>	<u>2017</u>
Medicare	25 %	32 %
Medicaid	43 %	42 %
Other	<u>32 %</u>	<u>26 %</u>
Total	<u>100 %</u>	<u>100 %</u>

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, 2018 and 2017, grants from DHHS (including both direct awards and awards passed through other organizations) represented approximately 73% and 74%, respectively, of grants, contracts and contributions.

SUPPLEMENTARY INFORMATION

HEALTHFIRST FAMILY CARE CENTER, INC.

Schedule of Expenditures of Federal Awards

Year Ended September 30, 2018

Federal Grantor/Pass-Through Grantor/Program Title	Federal CFDA Number	Pass-Through Contract Number	Total Federal Expenditures
<u>United States Department of Health and Human Services</u>			
<u>Direct</u>			
Health Centers Cluster			
Consolidated Health Centers (Community Health Centers, Migrant Health Centers, Health Care for the Homeless, and Public Housing Primary Care)	93.224		\$ 255,864
Affordable Care Act (ACA) Grants for New and Expanded Services Under the Health Center Program	93.527		<u>1,126,323</u>
Total Health Centers Cluster			1,382,187
<u>Pass-Through</u>			
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	8,501
Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations	93.898	102-500731/90080081	13,994
Maternal and Child Health Services Block Grant to the States	93.994	102-500731/90080000	38,492
Bi-State Primary Care Association, Inc.			
Cooperative Agreement to Support Navigators in Federally- facilitated and State Partnership Marketplaces	93.332	1NAVA150228-02-00	<u>37,750</u>
Total Federal Awards, All Programs			<u>\$ 1,480,924</u>

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, 2018

1. Basis of Presentation

The schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of HealthFirst Family Care Center, Inc. (the Organization). The information in this Schedule is presented in accordance with the requirements of Title 2 *U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

2. Summary of Significant Accounting Policies

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

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

Board of Directors
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, 2018, 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 January 28, 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 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 have not been identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We did identify a deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item 2018-001, that we consider to be a significant deficiency.

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*.

HealthFirst Family Care Center, Inc.'s Response to Findings

The Organization's response to the 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 the financial statements and, accordingly, we express no opinion on it.

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, 2019

**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's) compliance with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on its major federal program for the year ended September 30, 2018. 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, 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 item 2018-001. 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 a deficiency in internal control over compliance, as described in the accompanying schedule of findings and questioned costs as item 2018-001, that we consider to be a significant deficiency.

Board of Directors
HealthFirst Family Care Center, Inc.

The Organization'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 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, 2019

HEALTHFIRST FAMILY CARE CENTER, INC.

Schedule of Findings and Questioned Costs

Year Ended September 30, 2018

1. Summary of Auditor's Results

Financial Statements

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

- Material weakness(es) identified? Yes No
Significant deficiency(ies) identified that are not considered to be material weakness(es)? Yes None reported
Noncompliance material to financial statements noted? Yes No

Federal Awards

Internal control over major programs:

- Material weakness(es) identified? Yes No
Significant deficiency(ies) identified that are not considered to be material weakness(es)? Yes None reported

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

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? Yes No

Identification of major programs:

CFDA Number Name of Federal Program or Cluster

Health Centers Cluster

Dollar threshold used to distinguish between Type A and Type B programs: \$750,000

Auditee qualified as low-risk auditee? Yes No

HEALTHFIRST FAMILY CARE CENTER, INC.

Schedule of Findings and Questioned Costs (Continued)

Year Ended September 30, 2018

2. Financial Statement Findings

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, 2017 through February 28, 2018 and 5 H80CS00295-16 from March 1, 2018 through February 28, 2019
Agency: 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. Through 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 noted in the testing were the result of the following:

1. Billing system setup issue which resulted in the sliding fee discount category defaulting to 100% discount (not part of the Organization's sliding fee discount schedule) if the patient's insurance was changed during the year.
2. The prior year sliding fee discount schedule was used to determine the sliding fee discount upon approval of the patient's application.

The above errors resulted in incorrect sliding fee discounts which resulted in patients paying more than or less than required under the Organization sliding fee discount policy.

Questioned Costs:

None

Repeat Finding:

Yes (2017-001)

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.

HEALTHFIRST FAMILY CARE CENTER, INC.

Schedule of Findings and Questioned Costs (Concluded)

Year Ended September 30, 2018

2. Financial Statement Findings (Concluded)

Finding Number: 2018-001 (Concluded)

Views of a Responsible
Official and Corrective
Action Plan:

Management agrees with the finding. The sliding fee discount schedule is being posted to each payer within the billing system to eliminate the default which resulted in one of the errors noted above. Additionally, it has been stressed to all staff involved in the sliding fee discount process to dispose of the old schedules once new schedules have been approved. Documented reviews of sliding fee scale adjustments will continue to be completed to ensure compliance with the Organization's sliding fee discount policy.

3. Federal Award Findings and Questioned Costs

Finding Number: 2018-001

Refer to finding above.

HEALTHFIRST FAMILY CARE CENTER, INC.

Summary Schedule of Prior Year Findings

Year Ended September 30, 2017

Finding Number: 2017-001

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:

Sliding fee adjustments should follow the Organization's sliding fee policy.

Prior Year Condition:

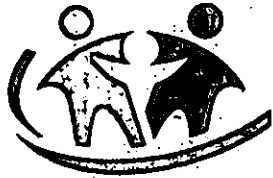
The Organization has not consistently followed the sliding fee policy.

Recommendation:

We recommend management development monitoring processes for the
sliding fee discount program.

Status:

Repeat finding - see Finding 2018-001



HEALTHFIRST
"Health care for the whole family"

**Corrective Action Plan
For the Fiscal Year Ended September 30, 2018**

2. Financial Statement Findings Finding Number: 2018-001

Condition Found:

The Organization has not consistently applied sliding fee discounts to patient charges consistent with its sliding fee discount schedule.

Cause: The errors noted in the testing were the result of the following:

1. Billing system setup issue which resulted in the sliding fee discount category defaulting to 100% discount (not part of the Organization's sliding fee discount schedule) if the patient's insurance was changed during the year. The sliding fee program utilized one insurance plan assigned to eligible patients. This required the manual entry of an allocation to apply the correct level of discount patients qualified for. On occasion, a patient's insurance data would be updated in the registration screens. Changes to these fields would sometimes remove the selected allocation and set the default to 100%.

Individual Responsible for Corrective Action: Paul Anctil, Billing Manager

Corrective Action Planned:

The Billing Manger is currently in the process of creating new insurance plans specific to each level of the sliding fee program and adding these plans to all insurances within the billing system. By creating new insurance plans specific to each level of the sliding fee program, we are able to select the correct allocation and set it as a default. This eliminates the possibility of the allocation being removed when users are updating insurance plans.

Anticipated Completion Date: February 2019

2. The prior year sliding fee discount schedule was used to verify the sliding fee discount upon approval of the patient's application.

Individual Responsible for Corrective Action: Paul Anctil, Billing Manager

Corrective Action Planned:

The patient advocate position will consistently utilize the Billing System to calculate a patient's sliding fee discount. Patient income data will be entered and generates the correct discount level based on the current sliding fee schedule. The contract will also be scanned separately into the patient record. The billing team can access the information to ensure that the correct discount is being applied.

Monthly, before issuing Patient Billing Statements, the Billing Manager will review all new sliding fee records to ensure that the data entered into the billing system is correct, that sliding fee documentation is scanned and complete, and will verify that charges are applied at the appropriate discount.

Anticipated Completion Date: February 2019



HEALTHFIRST
"Health care for the whole family"

Summary of Prior Audit Findings

For the Fiscal Year Ended September 30, 2017

Finding: 2017-001

Condition Found: The Organization has not consistently followed the sliding fee policy.

Planned Corrective Action:

1. The completed & approved Sliding Fee application and the corresponding determination of the patient's sliding fee amount will be scanned into the patients billing record. GE Centricity has this capability that up until now has not been used.
2. This sliding fee determination documentation will be referenced and cross checked when Billing staff assign a sliding fee amount to a patient encounter.
3. Having this documentation in-hand when Billing Department staffs are assigning the sliding fee to a patient billing record will ensure that patient receives the correct slide or fee.
4. Billing Manager will document his reviews of sliding fee scale adjustments and assignments to insure compliance with sliding fee policy.
5. The Billing Assistant will do monthly reviews of sliding fee patients when posting payments to ensure the correct fee has been used.
6. On-going training on sliding fee and reviews of this action will be conducted by CFO.

Status:

1. HealthFirst is using this capability, documents are being scanned to patients billing record.
2. This process has not been followed on a regular basis before billing the patient, The CFO will work with Billing Manager to make sure there is a Billing Staff assigned this task before bills are created to patients.
3. Documentation is available but is not always checked so this will be assigned to a billing department staff member.
4. CFO will make this review part of the Billing Team meetings to insure a staff involved are following process to insure no mistakes are made.
5. This review process will be made clearer to Billing Assistant to insure this is done and problems spotted and corrected before another billing is complete.
6. As part of on-going team meeting and check in meeting with Billing Manager, CFO will insure all team members are focused on getting our sliding fee process correct.

HEALTH FIRST FAMILY CARE CENTER, INC. Board of Directors Listing

Last	First	Title	Classification	Residential Address	Affiliations
Burns	Scott	Director	Community Representative		Private Business; Former State Rep
D'Agostino	Frank	Director	Client Representative		Retire US Navy ; former Paramedic
Davis	Robert	Client	Client Representative		Retired
Donovan	Kevin	Director	Agency Representative		CEO, LRGHealthCare
Dowd	Tabitha	Executive Director	Agency Representative		Exec. Director Franklin VNA
Lennon	Michelle	Director	Community Representative		Director, Tilton Resource Center
Lunt	Susan	Director	Agency Representative		Director, Riverbend Mental Health-Franklin
MacDonald	Renee	Director	Client Representative		
Merriman	Christine	Director	Client Representative		Artist
Purslow	William	Secretary/Treasurer	Community Representative		Retired
St. Jacques, Sr.	Robert	Director	Client Representative		Retired
Stanley	Michael	Vice Chair	Client Representative		Retired Air Traffic Controller
Wells	James	Chair	Client Representative		Carpenter,
Wnuk	Susan	Director	Agency Representative		Belknap-Merrimack County Community Action

**HEALTH FIRST FAMILY CARE CENTER, INC.
Board of Directors Listing**

Mailing Address	City	State	Zip	Tel One	Email	Start Date	# Terms	Current Term	Expires
						Jun 2015	2	Jun 2018 to 2021	Jun 2021
						Oct 2018	3	Oct 2018 to 2021	Oct 2021
						Dec 2016	1	Dec 2016 to 2019	Dec 2019
						Mar 2017	1	Mar 2017 to 2020	Mar 2020
						Feb 2015	3	Feb 2018 to 2021	Feb 2021
						Jun 2015	2	Jun 2018 to 2021	Jun 2021
						Mar 2018	1	Mar 2018 to 2021	Mar 2021
						Jan 2019	3	Jan 2019 to 2022	Jan 2022
						Mar 2017	1	Mar 2017 to 2020	Mar 2020
						Jun 2014	2	Jun 2018 to 2021	Jun 2021
						Jun 2017	3	Jun 2017 to 2020	Jun 2020
						Jul 2012	2	Jul 2016 to 2019	Jul 2019
						Mar 2005	3	Mar 2017 to 2020	Mar 2020
						Mar 2009	3	Mar 2018 to 2021	Mar 2021

Diane Amero, LPN

Education

1982 – Diploma Practical Nursing, NHVTC – Berlin

1978 – Diploma Berlin Senior High School – Berlin

Honors

1981-1982 – Dean's List for three (3) consecutive semesters while attending NHVTC – Berlin

Employment

2002 – Present Health First Family Care Center, Franklin, NH
Work with family practice physician. Set-up exam rooms, organize flow of patients, clean exam room and instruments. Maintain clinical tracking for client services, including follow-up, acute care, chronic disease, preventative care. Assist the medical provider with procedures and services as a chaperone. Obtain and record client information in electronic medical records, obtain and assess client medical history, perform on site lab work and phlebotomy for off-site laboratory work as well as blood pressures, weights and other routine procedures. Replenish supplies and order

1996 – 2002 Coos County Family Health Services, Berlin, NH

1992 – 1996 Coos County Nursing Home, Berlin, NH

1986 – 1992 Gorham Medical Center, Gorham, NH

HEALTHFIRST

FAMILY CARE CENTER inc.

Richard D. Silverberg MSSW, LICSW

SKILLS

MANAGEMENT AND ADMINISTRATION

- Directed integrated health and human services, public health network
- Served as President and Chief Executive Officer of a start-up Federally-Qualified Health Center (FQHC)
- Managed nine departments with a combined staff of 75 and budget of \$5 million
- Administered direct service programs for adults and children
- Directed consultation, education and Employee Assistance Programs
- Led major program reorganization and systems change efforts
- Wrote proposals and administered grant funded programs
- Recruited, trained and supervised diverse professional staff, students and volunteers
- Prepared budgets and administered financial/service contract compliance for positive bottom line
- Worked with diverse funding, Medicaid, Medicare, HMO, self-pay, and capitated contracts, cost-based

PROGRAM PLANNING AND DEVELOPMENT

- Established interdisciplinary teams of professionals to provide comprehensive services
- Conducted all-inclusive, citizen participatory regional planning processes
- Designed and administered community consultation, education and training programs
- Worked with community groups, schools, agencies, businesses and industries to assess needs and develop contracts for consultation and training services
- Designed and developed community housing continuum (150 beds)
- Created primary healthcare and prevention programs in the community
- Developed and marketed Managed Care and Employee Assistance Programs
- Organized multi-agency consortia and affiliate networks to streamline service delivery

DIRECT SERVICE

- Initiated group services which utilized adaptive Outward Bound adventure challenge techniques
- Delivered direct community needs assessment, education, consultation and training
- Carried caseload for individual, family and group treatment, and provided crises intervention services
- Planned and instituted conferences and community prevention programs

TECHNICAL SKILLS

- Facilitated planning and all aspects of site selection and design considerations for specified clinical usage
- Drafted and reviewed proposals and bid packages, and negotiated contracts for construction
- Demonstrated knowledge of building, life, safety, licensing and Joint Commission on the Accreditation of Healthcare Organizations (JCAHO) requirements
- Managed fixed assets including buildings, vehicles and computers
- Operated computer systems with expertise including Windows, Macintosh, networks, spreadsheets, relational databases and websites
- Designed and developed networked computerized clinical database systems Electronic Health Record (HER)

OTHER

Married with two grown children, hiker, camper, canoer, cross-country skier, snowshoer, woodworker, home builder, volunteer stage settings designer and builder with local theatre groups, outdoor leadership instructor

(Richard D. Silverberg MSSW, LICSW cont'd.)

SUMMARY

Forty two years of management and direct experience with agencies, organizations, businesses, community systems, networks, groups and individuals. Outstanding skills in community systems analysis, program planning and new start-ups linking innovative human and technological solutions

EXPERIENCE

1995-Present HealthFirst Family Care Center/Caring Community Network of the Twin Rivers, Franklin, NH
President and CEO, HealthFirst Family Care Center (FQHC)
Managing Director, Caring Community Network of the Twin Rivers

1994-Present Synergy Works Consulting
Principal

1979-1994 Central New Hampshire Community Mental Health, Concord, NH
(1987-1994) Vice-President, Planning, Program Development and Community Support
(1979-1987) Director, Community Housing, Consultation and Education, EAPs

1978-1979 Consortium for Youth of South Central Connecticut, New Haven, CT
Community Systems Developer

1975-1978 Human Services and Resources Center, West Haven, CT
Community Based Social Worker

1979-Present Appalachian Mountain Club
Director, Winter/Spring Mountain Safety Leadership Schools for New Hampshire Chapter

TEACHING EXPERIENCE

1994-2007 University of New Hampshire, Graduate School of Social Work
Instructor, Social Welfare Policy, Community Organization, and SW Management

1994-Present University of New Hampshire, Graduate School of Social Work
Field Instructor

1977-1993 University of Connecticut, University of New England, Plymouth State College, Boston
University
Field Supervisor and Guest Lecturer to graduate social work students

EDUCATION

BS, 1974, Major Biology and Social Work, University of Wisconsin, Madison
MSSW, 1975, Master of Science and Social Work, University of Wisconsin, Madison

MEMBERSHIPS/CERTIFICATIONS

National Association of Social Workers (NASW), Certified since 1978, LICSW, 1993
Appalachian Mountain Club, New Hampshire Chapter

COMMUNITY BOARDS

2015-Present Community Health Services Network (Integrated Delivery Network Region 5), Treasurer
1995-Present Caring Community Network of the Twin Rivers

(Richard D. Silverberg MSSW, LICSW cont'd.)

1997-Present Community Health Access Network (CHAN), Chair of Board
1999-Present Bi-State Primary Care Association
2002-Present Winnepesaukee River Trails Association, Chair of Board
2013-Present Winnepesaukee Public Health Council, Chair of Board
2009-Present New Hampshire Children in Nature Coalition, Chair of Board

HEALTHFIRST

FAMILY CARE CENTER inc.

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.

(Ted Bolognani resume cont'd.)

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.

(Ted Bolognani resume cont'd.)

- 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

Karen Dion

Profile: Knowledgeable Licensed Nursing Assistant/Medical Assistant with more than 9 years in the healthcare field looking to be involved closer to my community.

Skills Summary:

Self Motivated	Creative Thinker
Exceptional Math Skills	Proficient Multi-tasker
Great Problem Solving Skills	

Experience:

2012-2014 Concord Hospital Concord, NH

Licensed Nursing Assistant, 4 East Medical/ Oncology Unit

- Caring for and assisting patients' with their personal care while encouraging their independence
- Obtaining and charting vital signs, blood glucose tests, EKGs, as well as specimen collection
- Reporting to my RN any changes in appearance, behavior, or abnormal vital signs
- Maintaining the highest respect for patients' privacy
- Member of the Unit Practice Council, finding ways to keep our practices safe and efficient while putting the care and comfort of our patients' and their families first

2006-2012 Concord Hospital Concord, NH

Ambassador, Food and Nutrition Services

- Acting as a liaison between nutrition and clinical aspects of patient care
- Assessing patient need such as providing assistance making decisions pertaining to the diet ordered by the physician
- Responding to needs of patients regularly throughout the day, while maintaining workflow between and during meal times
- Notifying nursing and/or dietician of any noticeable changes in patient behavior or major changes in appetite

2007-2010 Concord Hospital Concord, NH

Rehab Aide, Inpatient Rehab Services

- Assisted P/T and O/T when needed to walk or transfer a patient
- Offered assistance doing ADL exercises
- Provided patients with assistive devices when ordered by P/T or O/T

- **Attended Discharge Planning Meetings**
- **Processed P/T and O/T consults ordered by the physician**
- **Updated patient charts with information given by the P/T or O/T**

2005-2006 Manpower Staffing Agency Concord NH

Hot Food Server, Concord Hospital

- **Setting up and serving hot meals to visitors and employees of Concord Hospital**
- **Responsible for maintaining a clean and safe work area at all times**
- **Setting up salad bar, making desserts, cutting up veggies and fruits, and displaying attractively**
- **Providing a positive and friendly experience for visitors and employees.**

Education

2012 American Red Cross, Concord NH

Licensure: Licensed Nursing Assistant

2003 Hesser College, Concord NH

Diploma: Medical Assisting

Alisha M. Nadeau

EDUCATION

UNIVERSITY OF NEW HAMPSHIRE

MS in Nursing, Concentration in Clinical Nurse Leadership

Durham, NH

August 2015

THE PENNSYLVANIA STATE UNIVERSITY

BS in Biology

University Park, PA

December 2004

LICENSURE & CERTIFICATIONS

- RN Licensure, New Hampshire Expires November 2016
- Clinical Nurse Leader Certification Expires November 2020
- Basic Life Support for Healthcare Providers, AHA Expires January 2016

PROFESSIONAL EXPERIENCE

Health First Family Care Center

Franklin, NH

Clinical Quality Assurance Manager

August 2015 - Present

- Responsible for overall quality assurance and quality improvement program
- Plan and implement chronic care activities
- Develop and implement Electronic Patient Registries
- Improve client self-management goals
- Facilitate project planning and implementation
- Gather and analyze quality assurance data
- Develop quality measures
- Help agency achieve NCQA, PCMH, and Meaningful Use certifications
- Provide consultation and technical assistance to staff
- Train personnel

NH Public Health Laboratories

Concord, NH

Laboratory Scientist III, Molecular Diagnostics Unit

April 2008 – January 2014

- Performed daily complex molecular testing on human, animal and environmental specimens
- Interpreted and reported the results to healthcare and public health professionals
- Performed Pulsed Field Gel Electrophoresis to identify and track foodborne outbreaks of infectious organisms
- Experience in DNA and RNA purification, gel electrophoresis, PCR, spectrophotometer, and sequencing
- Researched and investigated scientific methodologies to advance and expand existing laboratory methods
- Developed, validated, and implemented new standard operating procedures
- Experience with grant preparation and progress reports, budget construction and management
- Trained personnel on laboratory procedures and analytical techniques
- Oversaw inventory of supplies, reagents, and instruments
- Member of the Quality Assurance & Quality Control Committee and Safety Committee

Rite Aid Pharmacy

Manchester, NH

Pharmacy Technician

February 2009 – October 2012

- Provided a safe and clean pharmacy by complying with procedures, rules, and regulations
- Maintained records by recording and filing physicians' orders and prescriptions
- Protected patients and employees by adhering to infection-control policies and protocols
- Oversaw inventory of pharmacy medications, supplies, and reagents
- Provided quality customer service to patients and other healthcare providers
- Expanded knowledge and understanding of medication risks and benefits

Repromedix

Woburn, MA

Senior Medical Laboratory Technologist

March 2005 – March 2008

- Performed daily intricate molecular testing on plasma, serum, semen, and blood for infertility determination
 - Experience in DNA purification, gel electrophoresis, PCR, spectrophotometer, and the Luminex 100
 - Researched, developed, validated, and implemented new scientific procedures to expand clinical testing capabilities
 - Performed quality control analysis on outgoing test results
 - Evaluated and reported experimental analysis and outcomes to regulating agencies
-
- Supervised various tests and problem solved their deviations
 - Trained new employees on laboratory procedures and analytical techniques
 - Managed 10 laboratory technologists during the absence of the Laboratory Supervisor

PROFESSIONAL ORGANIZATIONS

- Member, Sigma Theta Tau Honorary Society of Nursing March 2015 – Present
- Member, Alpha Epsilon Delta Honorary Society March 2003 – Present
- Member, Sigma Sigma Sigma Sorority April 2001 – Present

CLINICAL EXPERIENCE

Dartmouth Hitchcock Medical Center

Lebanon, NH

Clinical Nursing Leadership Clinical

January 2015 – July 2015

- 500 hour clinical rotation

Concord Hospital

Concord, NH

Medical-Surgical Nursing

September 2014 – December 2014

- 135 hour clinical rotation

Lawrence General Hospital

Lawrence, MA

Maternal-Child Nursing

June 2014 – July 2014

- 90 hour clinical rotation

New Hampshire Hospital

Concord, NH

Mental Health Nursing

May 2014 – June 2014

- 90 hour clinical rotation

Concord Hospital

Concord, NH

Nursing Fundamentals

January 2014 – May 2014

- 90 hour clinical rotation

PUBLICATIONS

- Cavallo, S.J., Daly, E.R., Seiferth, J., Nadeau, A.M., Mahoney, J., Finnigan, J., Wikoff, P. (2015). Human Outbreak of *Salmonella* Typhimurium Associated with Exposure to Locally-made Chicken Jerky Pet Treats, New Hampshire, 2013. *Foodborne Pathogens and Disease*, 12(5).
- Daly, E.R., Smith, C.M., Wikoff, P., Seiferth, J., Finnigan, J., Nadeau, A.M., Welch, J.J. (2010). *Salmonella* Enteritidis Infections Associated with a Contaminated Immersion Blender, New Hampshire, 2009. *Foodborne Pathogens and Disease*, 7(9), 1083-1088.

Curriculum Vitae

Name: Eleanor A. (Nora) Janewav, M.D., M.Ed.

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-present Windsor St. Health Center, immigrant and low-income patients

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.

SHERYL RUSSELL

WORK EXPERIENCE

HEALTHFIRST FAMILY CARE CENTER, FRANKLIN, NH

Quality Assurance Assistant/ BCCP Coordinator, Dec 2007 - Present

- Work closely with clinical staff in the agency to assist in the continuation of coordinated chronic disease care management and clinical quality assurance programs for all clients of Health First Family Care Center to help improve patient-centered care and outcomes.
- Assist in assuring that the team members are planning and implementing chronic care activities in a coordinated fashion according to best practices from national and local programs to help improve client self-management goals.
- Assist the agency with achieving and maintaining NCQA, Medical Home and Meaningful Use certifications through data collection and follow-up.
- BCCP: Navigating women without insurance, under insured, or have high deductibles for Breast and Cervical cancer screenings, diagnostics and treatment.
- Provide support to Insured and uninsured Men and Women age 50 + for colorectal screenings.
- Community Health Worker: Managing insured women ages 21-74 for breast and cervical cancer screenings.
- Navigate patients through barriers that prevent them from following through with screenings.
- Contact and schedule patient's for screenings.

Men's and Children's Clothing Buyer, Mar 1990 - Aug 2002

- Attend fashion shows to gather information about fashion trends and consumer preferences.
- Maintain records of business transactions and product inventories, reporting data to companies or government agencies as necessary.
- Interview and hire staff, and oversee staff training.
- Maintain records of goods ordered and received.
- Develop and implement purchasing and contract management instructions, policies, and procedures.
- Resolve vendor or contractor grievances, and claims against suppliers.
- Resolve customer complaints regarding sales and service.
- Opening and closing of store
- Complete management of finances for managed departments

Bar/Restaurant Manager, Nov 1983 - Sep 1989

- Greet patrons
- Train staff members.
- Observe and monitor staff performance to ensure efficient operations and adherence to facility's policies and procedures.
- Interview and hire applicants.
- Prepare required paperwork pertaining to Restaurant functions.
- Assign duties to workers, and schedule shifts.
- Purchase supplies, and arrange for outside services, such as deliveries, laundry, maintenance and repair, and trash collection.
- Answer inquiries pertaining to policies and services, and resolve complaints.
- Inspect public areas, and grounds for cleanliness and appearance.

EDUCATION

SOUTHERN NH UNIVERSITY, MANCHESTER, NH

Business Administration w/concentration in Healthcare Management Candidate, Expected graduation, Jan 2019

HESSER, CONOCRD, NH

Medical Assistant, Dec 2005

MERRIMACK VALLEY HIGH SCHOOL, PENACOOK, NH

ADDITIONAL SKILLS

- BLS and AED certified, EMT, Proficient in Centricity, Microsoft 365

HEALTHFIRST FAMILY CARE CENTER, INC.

BCCP Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Amero, Diane	Patient Care Coordinator	\$53,560.00	0%	0%
Bolognani, Ted	Chief Financial Officer	\$123,177.00	0%	0%
Dion, Karen	Certified Medical Assistant	\$32,136.00	0%	0%
Nadeau, Alisha	Clinical Quality Assurance Manager	\$87,152.00	0%	0%
Russell, Sheryl	Quality Medical Assistant	\$48,375.00	12%	\$5,805.05
Silverberg, Richard	President and CEO	\$159,702.00	0%	0%
Janeway, Nora	Medical Director	\$165,994.00	0%	0%

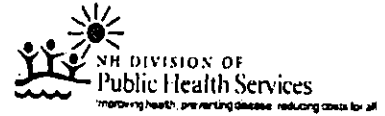


Jeffrey A. Meyers
Commissioner

Lisa Morris, MSSW
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964



21 mac

March 16, 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 agreements with four (4) vendors, as listed in the table below, for the provision of services to improve the breast and cervical cancer screening rates, specifically in the counties of Strafford, Belknap, Merrimack, Rockingham and Hillsborough in an amount not to exceed \$206,673 effective upon Governor and Executive Council approval through June 30, 2019. 100% Federal Funds.

Vendor	Vendor Number	Location	Amount
HealthFirst Family Care Center, Inc.	158221-B001	841 Central Street, Franklin, NH 03235	\$16,500
Manchester Community Health Center	157274-B001	145 Hollis Street, Manchester NH 03101	\$44,504
Greater Seacoast Community Health (formerly known as Families First of the Greater Seacoast and Goodwin Community Health)	166629-B001	100 Campus Drive, Portsmouth, NH 03801	\$68,252
Catholic Medical Center	177240- B002	100 McGregor Street, Manchester, NH 03102	\$77,417
Total Amount			\$206,673

Funds are available in the following account for State Fiscal Years 2018 and SFY 2019, 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.

05-95-90-902010-56590000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMMUNITY AND HEALTH SERVICES, COMPREHENSIVE CANCER

See Attached Fiscal Details.

EXPLANATION

The purpose of this request is to provide outreach and education to improve cancer screening rates among low income women. The selected vendors will prioritize serving uninsured and underinsured women between the ages of 21 and 64 whose incomes are at or below 250% of the Federal Poverty Level.

In 2014, cancer was the leading cause of death in New Hampshire. Breast cancer incidence rates in the state continue to be higher than the national levels with New Hampshire ranking second highest in the country. Breast cancer is the most frequently diagnosed cancer among women in New Hampshire and in the United States. Nearly 83% of women in New Hampshire complete their recommended screening mammogram placing NH as the seventh highest for screening in the US, however disparities in screening rates persist among low income women with lower educational attainment. Due to advances in screening, early detection and treatment, New Hampshire currently ranks seventh lowest for breast cancer mortality rates in the country. Between 2009 and 2013, close to 75% of documented breast cancers in New Hampshire were diagnosed at a localized stage, where the five-year survival rate is 98.8%.

Cervical cancer is one of the only preventable cancers when abnormal cells are found through a Pap test. The majority of women in New Hampshire receive routine screening for cervical cancer (85.3%) and we are the state with the lowest incidence rate of cervical cancer. Nearly 77% of cervical cancers are diagnosed at the localized stage when the five-year survival rate is 91.3%. Equally as important are the number of precancerous cells detected and removed prior to the development of cervical cancer.

By improving cancer screening rates, DPHS seeks to reduce mortality from breast and cervical cancer in New Hampshire. The early detection of breast and cervical cancer through screening greatly improves cancer patients' survival.

HealthFirst Family Care Center, Inc., Manchester Community Health Center, Greater Seacoast Community Health (formerly known as Families First of the Greater Seacoast and Goodwin Community Health) and Catholic Medical Center were selected for this project through a competitive bid process. A Request for Proposals/Applications was posted on The Department of Health and Human Services' web site from October 27, 2017 through December 1, 2017. The Department received four (4) proposals. The proposals were reviewed and scored by a team of individuals with program specific knowledge. The Score Summary is attached.

As referenced in the Request for Proposals and in Exhibit C-1, Revisions to General Provisions, paragraph 3 of this contract, this Agreement reserves the right to renew the Contract 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 Council.

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

- The Contractor shall ensure that each of the below performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement:
 - 100% of required Monthly and Annual reporting is provided
 - 100% of the following Deliverables are met and/or provided:

- Defined operational processes and procedures for reporting and clinical performance measures, baselines and targets to the Department within thirty (30) days of the effective date of contract
 - Provide the Health System Evidence-Based Intervention implementation plan to the Department no later than thirty (30) days after the effective date of contract
 - Provide a baseline of screening rates of site breast and cervical cancer screening rates for all patients who meet the screening criteria, to The Department within thirty (30) days of the effective date of contract
 - Provide final screening rates to The Department no later than thirty (30) days prior to the contract completion date.
- The Contractor shall develop and submit to The Department, a corrective action plan for any performance measure that was not achieved.

Should Governor and Executive Council not authorize this Request, the Division of Public Health Services may be unable to provide timely access to breast and cervical cancer services to uninsured and low-income women in New Hampshire through the Let No Woman Be Overlooked Program. Additionally, the Department's statewide efforts to increase the rate of breast and cervical cancer screening for all women in New Hampshire may be negatively impacted.

Area served: Counties of Strafford, Belknap, Merrimack, Rockingham and Hillsborough.

Source of Funds: 100% Federal Funds from the Centers for Disease Control and Prevention (CFDA) #93.898, Federal Award Identification Number (FAIN), 1NU58DP006298-01-00

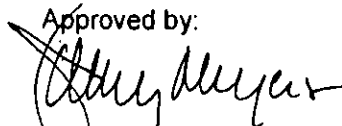
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted;



Lisa Morris, MSSW
Director

Approved by:



Jeffrey A. Meyers
Commissioner

FISCAL DETAILS
 NH BREAST AND CERVICAL CANCER SCREENING PROGRAM COMMUNITY AND CLINICAL
 CANCER SCREENING IMPROVEMENT PROGRAM

**05-95-90-902010-56590000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND
 HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMMUNITY AND
 HEALTH SERVICES, COMPREHENSIVE CANCER**

HEALTHFIRST FAMILY CARE CENTER, INC. 158221-B001

State Fiscal Year	Class/Object	Title	Activity Code	Amount
2018	102/500731	Contracts for Prog Svcs	90080081	\$5,500
2019	102/500731	Contracts for Prog Svcs	90080081	\$11,000
Total				\$16,500

MANCHESTER COMMUNITY HEALTH CENTER 157274-B001

State Fiscal Year	Class/Object	Title	Activity Code	Amount
2018	102/500731	Contracts for Prog Svcs	90080081	\$17,758
2019	102/500731	Contracts for Prog Svcs	90080081	\$26,746
Total				\$44,504

**FAMILIES FIRST OF THE GREATER SEACOAST (D.B.A. FAMILIES FIRST HEALTH AND
 SUPPORT CENTER) 166629-B001**

State Fiscal Year	Class/Object	Title	Activity Code	Amount
2018	102/500731	Contracts for Prog Svcs	90080081	\$20,827
2019	102/500731	Contracts for Prog Svcs	90080081	\$47,425
Total				\$68,252

CATHOLIC MEDICAL CENTER 177240-B001

State Fiscal Year	Class/Object	Title	Activity Code	Amount
2018	102/500731	Contracts for Prog Svcs	90080081	\$24,650
2019	102/500731	Contracts for Prog Svcs	90080081	\$52,767
Total				\$77,417



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

NH Breast and Cervical Cancer
Screening Program Community and Clinical
Cancer Screening Improvement Project

RFP-2018-DPHS-21-BREAS

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. Catholic Medical Center
2. Greater Seacoast Community Health
3. HealthFirst Family Care Center, Inc.
4. Manchester Community Health Center

Pass/Fail	Maximum Points	Actual Points
	200	134
	200	168
	200	160
	200	156

1. Stacey Smith, Pub Hlth Nurse
Const, Hlth Mgmt Ofc, DPHS
2. Kristen Gaudreau, Prog Eval
Spclst, Hlth Mgmt Ofc, DPHS
3. Tiffany Fuller, Prog Planner III, Ofc
of Hlth Mgmt, DPHS
4. Ellen Chase-Lucard, Financial
Admin DPHS, COST Team
5. Whitney Hammond, Admin II, Ofc
of Health Mgmt, DPHS
6. Shelley (Richelle) Swanson,
Administrator III BIDC, DPHS

Subject: NH Breast and Cervical Cancer Screening Program Community and Clinical Cancer Screening Improvement Project (RFP-2018-DPHS-21-BREAS)

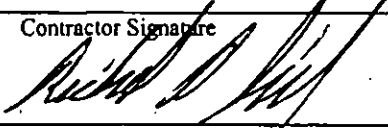
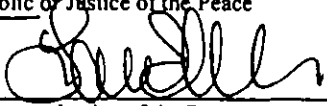
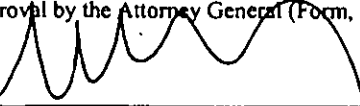
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

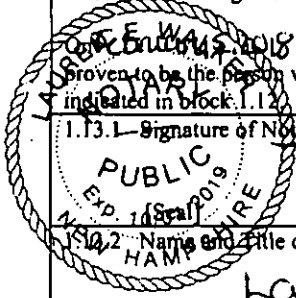
AGREEMENT

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

GENERAL PROVISIONS

I. 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, Inc		1.4 Contractor Address 841 Central Street, Franklin, NH 03235	
1.5 Contractor Phone Number 603-934-0177	1.6 Account Number 05-095-090-902010-56590000-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$16,500.00
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 President	
1.13 Acknowledgement: State of NH, County of Merrimack I, <u>Lauren E. Waexer</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace Lauren E. Waexer (Member Service Supervisor)			
1.14 State Agency Signature New Hampshire		1.15 Name and Title of State Agency Signatory Date: 4/5/2018 Kim C. [unclear], 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. Flynn Attorney 4/4/19			
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

ADS
2/3/18

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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Contractor Initials

Date

[Handwritten Signature]
[Handwritten Date: 2/5/18]



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall adhere to the policies outlined in the New Hampshire Breast and Cervical Cancer Program (BCCP) Policy and Procedure Manual; which can be found at <https://www.dhhs.nh.gov/dphs/cdpc/documents/bccp-policy-procedure-manual.pdf>

2. Scope of Work

- 2.1. The Contractor shall provide outreach and educational services focused on improving cancer screening rates, with a priority to serve women within the Contractor's service area who are:
 - 2.1.1. Uninsured and/or underinsured.
 - 2.1.2. Between the ages of 21 and 64 years.
 - 2.1.3. Living at, or below, 250% of the Federal Poverty Level.
- 2.2. The Contractor shall employ a clinical staff person (Registered Nurse (RN) Advanced Practice Registered Nurse (APRN) or Medical Doctor (MD) who shall support a Community Health Worker (CHW) to conduct outreach and educational services as well patient navigation for women who have not recently received breast and cervical screenings.
- 2.3. The Contractor shall ensure screening services education and outreach inform and educate the population regarding availability and benefits of receiving:
 - 2.3.1. Clinical pelvic examinations.
 - 2.3.2. Clinical breast examinations.
 - 2.3.3. Papanicolaou (Pap) tests.
 - 2.3.4. Mammograms.
- 2.4. The Contractor shall develop a health system Evidence-Based Intervention (EBI) implementation plan for the health system(s) to be utilized to improve cancer screening rates. (See Exhibit A-1 "State of New Hampshire NBCCEDP

[Handwritten Signature]
3/13/18



Exhibit A

Health System EBI Implementation Plan, Exhibit A-2 "Clinical & Community Strategies to Improve Breast Cancer Screening and Exhibit A-3 "Clinical & Community Strategies to Improve Cervical Cancer Screening") The Contractor shall ensure the EBI plan includes, but is not limited to:

- 2.4.1. The date of health system EBI implementation plan;
 - 2.4.2. The Health System name and point of contact;
 - 2.4.3. Implementation time period and # of clinics;
 - 2.4.4. Description of EBI planned including, but not limited to:
 - 2.4.4.1. Environmental Approaches.
 - 2.4.4.2. Community Clinical Linkages.
 - 2.4.4.3. Health System Interventions.
 - 2.4.5. An evaluation plan to capture EBI activity outcomes, number of clients served and barriers identified to accessing breast and cervical cancer screening;
 - 2.4.6. A management plan, including planned program monitoring, staffing and sustainability efforts;
 - 2.4.7. Site breast and cervical cancer screening rates for all patients who meet the screening criteria; and
 - 2.4.8. A baseline assessment of clinic and patient barriers to breast and cervical cancer screening.
- 2.5. The Contractor shall provide navigation services that focus on assessing and addressing barriers to accessing cancer screening, follow-up diagnostics and/or treatment. The Contractor shall ensure navigation services are provided by a Registered Nurse (RN) and include, but are not limited to:
- 2.5.1. How to assess barriers to screening;
 - 2.5.2. How to address barriers to screening;
 - 2.5.3. How notification of screening results is provided .;
 - 2.5.4. How notification of abnormal screening results is provided.
 - 2.5.5. How to complete diagnostic workups
 - 2.5.6. How to initiate treatment for patients who receive a diagnosis of cancer.

APB
3/5/18



Exhibit A

2.6. The Contractor shall obtain screening and, if applicable, diagnostic and treatment data as stated in Section 2.4 and enter into Breast & Cervical, Cancer Program's (BCCP) web-based data collection system – Med-IT.

3. Staffing

3.1. The Contractor shall ensure staff includes, but is not limited to:

3.1.1. A clinical staff person (RN, APRN, MD).

3.1.2. A Community Health Worker (CHW)

3.1.3. A Registered Nurse (RN).

3.2. The Contractor shall communicate changes in staff to The Department within ten (10) days, to include sending the Department;

3.2.1. Resumes for added staff members

3.2.2. Copies of required licenses for added staff members

4. Reporting

4.1. The Contractor shall provide screening rate information to the Department, that includes, but is not limited to:

4.1.1. Individual-level data on barriers to screening, as well as strategies used to address barrier(s).

4.1.2. Population based facility-wide breast and cervical cancer screening rates; and

4.1.3. Quarterly updated facility-wide breast and cervical cancer screening rates.

4.2. The Contractor shall develop a data submission process within thirty (30) days of contract approval, upon Department approval.

4.3. The Contractor shall provide a monthly EBI reports, no later than the tenth (10th) day of each month to the Department, which shall include, but are not limited to:

4.3.1. A report that captures all outreach and EBI activities implemented to increase cancer screening rates.

4.3.2. A report that defines the number of clients reached and identifies barriers to screening. The Contractor shall ensure the report includes but is not limited to:

4.3.2.1. All outreach activities implemented to increase cancer screening rates.

4.3.2.2. The number of clients served.

4.3.2.3. The number of clients screened.

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Date *2/5/18*



Exhibit A

- 4.3.2.4. The outcomes and barriers to screening.
- 4.3.3. Monthly reports shall be provided using the Health System EBI Implementation Plan template and shall, at a minimum, include:
 - 4.3.3.1. Date of health system EBI implementation plan;
 - 4.3.3.2. Health System name and point of contact;
 - 4.3.3.3. Implementation time period and number of clinics;
 - 4.3.3.4. Description of EBI planned including, but not limited to Environmental Approaches, Community Clinical Linkages and Health System Interventions (please see Exhibit B for description);
 - 4.3.3.5. Evaluation plan to capture EBI activity outcomes, number of clients served and barriers identified to accessing breast and cervical cancer screening;
 - 4.3.3.6. Management plan, including planned program monitoring, staffing and sustainability efforts;
 - 4.3.3.7. Site breast and cervical cancer screening rates for all patients who meet the screening criteria. A baseline of screening rates shall be provided within thirty (30) days of contract implementation. Final screening rates shall be provided within thirty (30) days from contract end date; and
 - 4.3.3.8. A baseline assessment of clinic and patient barriers to breast and cervical cancer screening.
- 4.4. Annual Reports – The Contractor shall provide an annual EBI report to the Department by July 30th of each, which shall include, but is not limited to:
 - 4.4.1. All outreach activities implemented to increase cancer screening rates
 - 4.4.2. The number of clients served.
 - 4.4.3. The number of clients screened.
 - 4.4.4. The outcomes and barriers to screening.
 - 4.4.5. Demonstrated Community Clinical Linkages gained by facilitating partnerships between the community and health care providers to connect priority populations to clinical services.
 - 4.4.6. How the Contractor identified priority populations for screening including low income women and other vulnerable populations.

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2/5/18



Exhibit A

5. Performance Measures

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

5.1.1. The Contractor shall ensure 100% Monthly and Annual reporting is provided, as per Section 2., Reporting

5.1.2. The Contractor shall ensure 100% of Deliverables are met and/or provided, as per Section 6., Deliverables

5.2. Annually, the Contractor shall develop and submit to the DHHS, a corrective action plan for any performance measure that was not achieved.

6. Deliverables

6.1. The Contractor shall submit defined operational processes and procedures for reporting and clinical performance measures, baselines and targets, to The Department within thirty (30) days of the effective date of contract.

6.2. The Contractor shall provide the EBI implementation plan described in Section 2.4 to the Department no later than 30 days after the Contract effective date.

6.3. The Contractor shall provide a baseline of screening rates, as described in Section 2.4.7, to the Department within thirty (30) days of the contract effective date.

6.4. The Contractor shall provide final screening rates to the Department no later than thirty (30) days prior to the contract completion date specified in Form P-37 General Provisions, Block 1.7, Completion Date.

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Contractor Initials: *PPS*
Date: *2/3/18*

RFP-2018-DPHS-21-BREAS
EXHIBIT A-1

STATE OF NEW HAMPSHIRE
NBCCEDP HEALTH SYSTEM EBI IMPLEMENTATION PLAN
[DATE]

Health System Name		Implementation Period	
Health System Point of Contact		# of Clinics Participating in NBCCEDP Implementation	

I. HEALTH SYSTEM ASSESSMENT

Health System Assessment Approach

Briefly describe the assessment approach used to define the current environment within the health system and needed interventions. (e.g.,

Click here to enter text.

interviews with key staff, review of clinic and health system data).

Current Health System Environment

Briefly describe the current health system environment: internal/external (e.g., number of primary care clinic sites, existing B&C screening policy and procedures, current screening processes, workflow approach, data documentation, B&C policy mandates from state or federal agencies,

Click here to enter text.

political climate, and organizational culture).

Description of Intervention Needs and Interventions Selected

Briefly describe the health system processes and practices that require intervention throughout the health system in order to increase breast and

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cervical cancer screening. Describe how selected interventions will be implemented in participating clinics. Note if there are differences by clinic.

HealthFirst Family Care Center, Inc.

Exhibit A-1

Contractor Initials

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Date

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[Signature]
2/15/18

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EXHIBIT A-1

Potential Barriers and/or Challenges

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Briefly describe any anticipated potential barriers or challenges to implementation. Note if there are differences by clinic.

Implementation Resources Available

List or summarize the resources available to facilitate successful implementation (e.g., EHR system, clinic-based patient navigators). Note if there are differences by clinic. Will the program be using Patient Navigators or CHWs to support implementation of evidence-based

Click here to enter text.

interventions?

II. NBCCEDP HEALTH SYSTEMS EBI INTERVENTION DESCRIPTION

Objectives

List your program objectives for this health system partnership.

Examples:

1. By December 2017, verify and report baseline breast and cervical cancer screening rates for individuals 50-74 (breast) and 21-65 (cervical) years of age at Health Systems Clinics: Clinic A, Clinic B, and Clinic C.
 2. By December 2017, establish system for accurately reporting annual baseline breast and cervical cancer screening rates for individuals 40-75 (breast) and 21-75 (cervical) years of age at health system clinics: Clinic A, Clinic B, and Clinic C.
 3. By December 2017, establish new policies at Health Systems Clinics: Clinic A, Clinic B, and Clinic C to support implementation of selected priority evidence-based interventions.
 4. From February 2018 to February 2019, implement a provider assessment and feedback system in Clinics A and C, supported by enhanced EHR tickler system and training on quality breast and cervical cancer screening for participating providers in those clinics.
 5. From February 2018 to February 2019, implement a client reminder system in Clinics B and C, supported by patient navigation for clients not responding to multiple reminders.
- Beginning January 2018, annually report screening rates for Health Systems Clinics: Clinic A, Clinic B, and Clinic C.

NBCCEDP Health Systems EBI Intervention Objectives for partnership with:	
1.	
2.	

HealthFirst Family Care Center, Inc.

Exhibit A-1

Contractor Initials

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Date

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**RFP-2018-DPHS-21-BREAS
EXHIBIT A-1**

3.
4.
5.
6.

III. PLANS FOR PARTNER COMMUNICATIONS, MANAGEMENT, AND MONITORING

Communications with Health System Partner

Briefly describe how you will maintain communications with the health system partner regarding implementation activities, monitoring, and

evaluation.

Implementation Support

Briefly describe how you will provide on-going technical support to this health system partner to support implementation success. Include details

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about who will provide support and frequency of support.

Collection of Clinic Baseline and Annual Data

Briefly describe how you will collaborate with this health system to collect clinic baseline breast and cervical cancer screening rates and annual

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data to complete CDC-required clinic data forms.

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**RFP-2018-DPHS-21-BREAS
EXHIBIT A-1**

Revising the Health System EBI Implementation Plan

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Briefly describe how you will use feedback and monitoring and evaluation data to review and revise this Health System EBI Implementation Plan.

Retention and Sustainability

Briefly describe how you plan to (1) retain partners, (2) continue to collect annual screening and other data throughout the five year grant period, and (3) promote continued implementation, monitoring, and evaluation post-partnership.

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RFH
3/9/18

HEALTH SYSTEM EBI IMPLEMENTATION WORKSHEET

This worksheet assists in identifying, planning, and monitoring major tasks in implementing selected priority EBIs and supportive activities within the partner health system(s) and its clinics. Use this tool for oversight at the health system level. Staff at participating clinics may use this worksheet to guide implementation at their sites as well. Although the boxes in the worksheet will expand, entries should be meaningful and concise. See sample on the following page.

Major Task	Expected Outcome(s) of Task	Challenges and Solutions to Task Completion	Person(s) Responsible for Task	Due Date for Task	Information or Resources Needed

AD 5/15/10⁵

CDC RFA DP17-1701, National Breast and Cervical Cancer Early Detection Program
HEALTH SYSTEM EBI IMPLEMENTATION WORKSHEET (SAMPLE)

Major Task	Expected Outcome(s) of Task	Challenges and Solutions to Task Completion	Person(s) Responsible for Task	Due Date for Task	Information or Resources Needed
Validate the EHR breast and cervical cancer screening rate for each participating clinic using chart review	Accurate baseline clinic screening rate	Challenge: chart audit is costly, time-consuming; no dedicated staff Solution: hire consultant 20%-time to complete	Jackie Brown, Health System Quality Improvement Nurse and Chris Brack, Grantee Partner Data Manager with clinic contact	December 2017	Determine methodology (e.g., proportion of charts to review). Follow CDC guidance in "Guidance for Measuring Breast and Cervical Cancer Screening Rates in Health System Clinics."
For each participating clinic, develop and pilot policy change/protocol in support of selected priority EBI	Policy refined, communicated to staff, and integrated into daily operations and workflows	Challenge: integrating policy such that it is not time-consuming and cumbersome Solution: include staff in planning, vet policy changes, and pilot policy on small scale	Janie Panie, Health System Clinical Officer with clinic contact	February 2018	Policy template
Train clinic staff on selected EBIs	Staff knowledgeable of EBIs and how to implement	Challenge: time to complete training Solution: train during scheduled meeting times	George Lopez, Grantee Partner PD	January 2018	Curriculum
Orient clinic staff to new policy procedures	Staff roles clarified and workflow documented and communicated in staff	Challenge: time to complete training Solution: train during scheduled meeting times	Jackie Brown, Health System Quality Improvement Nurse	January 2018	Final policy
For each participating clinic, develop implementation monitoring process and document outcomes	Implementation monitored regularly, allowing for appropriate adaptations and course corrections	Challenge: staff time, expertise in evaluation limited Solution: recruit evaluator to assist with developing monitoring processes and outcomes	Janie Panie, Health System Clinical Officer Manager with clinic contact	February 2018-February 2019	Clinic-specific workflow outline
Conduct TA with clinics	Implementation according to policy and appropriate adaptations and course corrections	Challenge: Staff time Solution: provide multiple TA options for implementation support- (i.e., one-on-one, teleconference, email, listservs)	George Lopez, Grantee Partner PD	February 2018-February 2019	TA plan



Clinical & Community Strategies to Improve Breast Cancer Screening

The following table highlights evidence-based strategies to improve breast cancer screening rates in clinical and community settings.

Measure(s): NQF: 2372, PQRS: 112, ACO, Meaningful Use

Percentage of women 50 through 74 years of age who had a mammogram to screen for breast cancer within 24 months

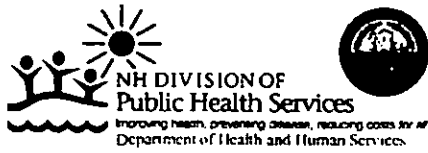
Clinical Approaches	Patient-Centered Care and/or Community Linkages	Community Wide Prevention Strategies
<p><u>Provider Assessment and Feedback</u> Provider assessment and feedback interventions both evaluate provider performance in delivering or offering screening to clients (assessment) and present providers with information about their performance in providing screening services (feedback). Feedback may describe the performance of a group of providers (e.g., mean performance for a practice) or an individual provider, and may be compared with a goal or standard. Evidence: Median increase of 13.0%</p>	<p><u>Client Reminders</u> Client reminders are written (letter, postcard, email) or telephone messages (including automated messages) advising people that they are due for screening. Client reminders may be enhanced by one or more of the following:</p> <ul style="list-style-type: none"> • Follow-up printed or telephone reminders • Additional information about indications for, benefits of, and ways to overcome barriers to screening • Assistance in scheduling appointments <p>Evidence: Median increase of 14.0%</p>	<p><u>Structural Barriers for Clients</u> Structural barriers are non-economic burdens or obstacles that make it difficult for people to access cancer screening. Interventions designed to reduce these barriers may facilitate access to cancer screening services by:</p> <ul style="list-style-type: none"> • Reducing time or distance between service delivery settings and target populations • Modifying hours of service to meet client needs • Offering services in alternative or non-clinical settings (e.g., mobile mammography vans at worksites or in residential communities) • Eliminating or simplifying administrative procedures and other obstacles (e.g., scheduling assistance, patient navigators, transportation, dependent care, translation services, limiting the number of clinic visits)



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EXHIBIT A-2



		<p>Evidence: Median increase of 17.7%</p>
<p><u>Provider Reminder and Recall Systems</u> Reminders inform health care providers it is time for a client's cancer screening test (called a "reminder") or that the client is overdue for screening (called a "recall"). The reminders can be provided in different ways, such as in client charts or by e-mail. Evidence: Median increase of 12%</p>	<p><u>One-on-One Education for Clients</u> One-on-one education delivers information to individuals about indications for, benefits of, and ways to overcome barriers to cancer screening with the goal of informing, encouraging, and motivating them to seek recommended screening. These messages are delivered by healthcare workers or other health professionals, lay health advisors, or volunteers, and are conducted by telephone or in person in medical, community, worksite, or household settings. Evidence: Median increase of 9.2%</p>	<p><u>Group Education for Clients</u> Group education conveys information on indications for, benefits of, and ways to overcome barriers to screening with the goal of informing, encouraging, and motivating participants to seek recommended screening. Group education is usually conducted by health professionals or by trained laypeople who use presentations or other teaching aids in a lecture or interactive format, and often incorporate role modeling or other methods. Group education can be given to a variety of groups, in different settings, and by different types of educators with different backgrounds and styles. Evidence: Median increase of 11.5%</p>
	<p><u>Small Media Targeting Clients</u> Small media include videos and printed materials such as letters, brochures, and newsletters. These materials can be used to inform and motivate people to be screened for cancer. They can provide information tailored to specific individuals or targeted to general audiences. Evidence: Median increase of 7.0%</p>	



RFP-2018-DPHS-21-BREAS
EXHIBIT A-2



	<p><u>Reducing Client Out-of-Pocket Costs</u> Interventions to reduce client out-of-pocket costs attempt to minimize or remove economic barriers that make it difficult for clients to access cancer screening services. Costs can be reduced through a variety of approaches, including vouchers, reimbursements, reduction in co-pays, or adjustments in federal or state insurance coverage. Evidence: Median increase of 11.5%</p>	
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Clinical & Community Strategies to Improve Cervical Cancer Screening

The following table highlights evidence-based strategies to improve cervical cancer screening rates in clinical and community settings outlined in The Guide to Community Preventive Services.

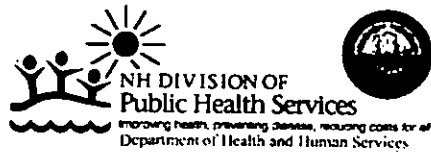
Measure(s): Percentage of women age 21 through 65 years of age who had a Pap test to screen for cervical cancer within the last 3 years.

Clinical Approaches	Patient-Centered Care and/or Community Linkages	Community Wide Prevention Strategies
<p><u>Provider Assessment and Feedback</u> Provider assessment and feedback interventions both evaluate provider performance in delivering or offering screening to clients (assessment) and present providers with information about their performance in providing screening services (feedback). Feedback may describe the performance of a group of providers (e.g., mean performance for a practice) or an individual provider, and may be compared with a goal or standard.</p> <p>Evidence: Median increase of 13.0%</p>	<p><u>Client Reminders</u> Client reminders are written (letter, postcard, email) or telephone messages (including automated messages) advising people that they are due for screening. Client reminders may be enhanced by one or more of the following:</p> <ul style="list-style-type: none"> • Follow-up printed or telephone reminders • Additional text or discussion with information about indications for, benefits of, and ways to overcome barriers to screening • Assistance in scheduling appointments <p>Evidence: Median increase of 10.2%</p>	<p><u>Reducing Structural Barriers for Clients</u> Structural barriers are non-economic burdens or obstacles that make it difficult for people to access cancer screening. Interventions designed to reduce these barriers may facilitate access to cancer screening services by:</p> <ul style="list-style-type: none"> • Reducing time or distance between service delivery settings and target populations • Modifying hours of service to meet client needs • Offering services in alternative or non-clinical settings (e.g., mobile mammography vans at worksites or in residential communities) • Eliminating or simplifying administrative procedures and other obstacles (e.g., scheduling assistance, patient navigators, transportation, dependent care, translation services, limiting the number of clinic visits)

RFP-2018-DPHS-21-BREAS
EXHIBIT A-3



		<p>Evidence:*based only on a very small number of studies Pap screening: median increase of 13.6%</p>
<p><u>Provider Reminder and Recall Systems</u> Reminders inform health care providers it is time for a client's cancer screening test (called a "reminder") or that the client is overdue for screening (called a "recall"). The reminders can be provided in different ways, such as in client charts or by e-mail.</p> <p>Evidence: Median increase of 4.7%</p>	<p><u>Small Media Targeting Clients</u> Small media include videos and printed materials such as letters, brochures, and newsletters. These materials can be used to inform and motivate people to be screened for cancer. They can provide information tailored to specific individuals or targeted to general audiences.</p> <p>vidence: Median increase of 4.5%</p>	<p><u>Reducing Client Out-of-Pocket Costs</u> Interventions to reduce client out-of-pocket costs attempt to minimize or remove economic barriers that make it difficult for clients to access cancer screening services. Costs can be reduced through a variety of approaches, including vouchers, reimbursements, reduction in co-pays, or adjustments in federal or state insurance coverage.</p> <p>Evidence*: based only on a very small number of studies</p> <ul style="list-style-type: none"> • Pap tests: reported increase of 17%
	<p><u>Group Education for Clients</u> Group education conveys information on indications for, benefits of, and ways to overcome barriers to screening with the goal of informing, encouraging, and motivating participants to seek recommended screening. Group education is usually conducted by health professionals or by trained laypeople who use presentations or other teaching aids in a lecture or interactive format, and often incorporate role modeling or other methods. Group education can be given to a variety of</p>	



RFP-2018-DPHS-21-BREAS
EXHIBIT A-3



	<p>groups, in different settings, and by different types of educators with different backgrounds and styles. Evidence:*based only on a very small number of studies Median increase of 10.6%</p>	
	<p><u>One-on-One Education for Clients</u> One-on-one education delivers information to individuals about indications for, benefits of, and ways to overcome barriers to cancer screening with the goal of informing, encouraging, and motivating them to seek recommended screening. These messages are delivered by healthcare workers or other health professionals, lay health advisors, or volunteers, and are conducted by telephone or in person in medical, community, worksite, or household settings. Evidence: Median increase of 8.1%</p>	



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. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.
3. This contract is funded with 100% Federal Funds from the Centers for Disease Control and Prevention (CDC), NH Comprehensive Cancer Control Program and Cancer Registry, CFDA #93.898.
4. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.
5. Payment for said services shall be made upon approval by Governor and Executive Council:
 - 5.1. The Contractor will submit an invoice on letterhead, with the date and authorized signature by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services.
 - 5.2. 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. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.
 - 5.3. 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

BDS
3/5/18

Exhibit B-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

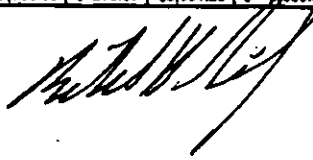
Budget Request for: Breast & Cervical Cancer Program (BCCP) Services

Budget Period: January 1, 2018 to June 30, 2018

	2018	2019	2020	2021	2022	2023	2024	2025	2026
1. Total Salary/Wages	\$ 4,408.06	\$ 440.91	\$ 4,649.97	\$ 2,204.53	\$ 220.45	\$ 2,424.98	\$ 2,204.53	\$ 220.45	\$ 2,424.98
2. Employee Benefits (25% of wages)	\$ 1,102.26	\$ 110.23	\$ 1,212.49	\$ 551.13	\$ 55.11	\$ 606.25	\$ 551.13	\$ 55.11	\$ 606.25
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	\$ 1,104.34	\$ 110.43	\$ 1,214.77	\$ -	\$ -	\$ -	\$ 1,104.34	\$ 110.43	\$ 1,214.77
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (BCCP CLIENT SERVICE):	\$ 1,140.00	\$ 114.00	\$ 1,254.00	\$ -	\$ -	\$ -	\$ 1,140.00	\$ 114.00	\$ 1,254.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 7,755.66	\$ 775.57	\$ 8,531.23	\$ 2,755.66	\$ 275.57	\$ 3,031.23	\$ 2,755.66	\$ 275.57	\$ 3,031.23

Indirect As A Percent of Direct

10.0%



Contractor Initials: **RDS**
 Date: **3/5/18**

Exhibit B-2 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: Breast & Cervical Cancer Program (BCCP) Services

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

1. Total Salary/Wages	\$ 9,082.75	\$ 908.27	\$ 9,991.02	\$ 4,541.37	\$ 454.14	\$ 4,095.51	\$ 4,541.37	\$ 454.14	\$ 4,995.51
2. Employee Benefits (25% of wages)	\$ 2,270.69	\$ 227.07	\$ 2,497.76	\$ 1,135.34	\$ 113.53	\$ 1,248.88	\$ 1,135.34	\$ 113.53	\$ 1,248.88
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	\$ 2,043.28	\$ 204.33	\$ 2,247.61	\$ -	\$ -	\$ -	\$ 2,043.28	\$ 204.33	\$ 2,247.61
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (BCCP CLIENT SERVICE):	\$ 2,280.00	\$ 228.00	\$ 2,508.00	\$ -	\$ -	\$ -	\$ 2,280.00	\$ 228.00	\$ 2,508.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 15,678.71	\$ 1,567.67	\$ 17,246.38	\$ 5,676.72	\$ 567.67	\$ 4,344.33	\$ 10,000.00	\$ 1,000.00	\$ 11,000.00

Indirect As A Percent of Direct

10.0%

HealthFirst Family Care Center

Contractor Initials

Date:

[Handwritten Signature]
Date: 2/5/18



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;

ADS
2/5/18



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

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

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

ADP
Date 2/3/18



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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

[Handwritten Signature]
Date *7/15/16*



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO 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 EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO 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

ADP
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.

BWS
3/16/18



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

BLS
Date *3/5/18*

New Hampshire Department of Health and Human Services
Exhibit D



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

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

2/5/18
Date

Contractor Name:

Michael W. President
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-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

3/5/18
Date

Contractor Name:

Richard Silberberg President
Name:
Title:

RS
3/5/18



**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

AP/S
3/1/18



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 (11)(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.

2/5/18
Date

Contractor Name:

Name:
Title:

Richard S. [Signature]
President

Contractor Initials

Date

RS
2/5/18



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

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

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

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

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

Exhibit G

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

Contractor Initials

[Handwritten Signature]
Date *7/15/18*

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

2/15/18
Date

Contractor Name:

Name:
Title:

Richard S. Henderson
President

Exhibit G

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

Contractor Initials

RS
2/15/18

Date



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.

2/9/18
Date

Contractor Name:

Name:
Title:

Michael Silverberg
President

Contractor Initials

Date

MS
2/9/18



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT**

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

(1) **Definitions.**

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

AKS
3/5/18



Exhibit I

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

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

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

AP/S
2/9/18



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

ADP
3/5/18



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

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

3/2014

Contractor Initials

Date

APB
3/5/18



Exhibit I

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

3/2014

Contractor Initials

Date

[Handwritten Signature]
3/5/18



Exhibit I

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

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

Department of Health and Human Services
 The State
[Signature]
 Signature of Authorized Representative
LISA MORRIS
 Name of Authorized Representative
DIRECTOR, DPHS
 Title of Authorized Representative
3/16/18
 Date

HealthFirst Family Care Center inc
 Name of the Contractor
[Signature]
 Signature of Authorized Representative
Richard P. S. Werberg
 Name of Authorized Representative
President
 Title of Authorized Representative
2/5/18
 Date

Contractor Initials [Signature]
 Date 3/5/18



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.

3/5/18
Date

Contractor Name:

Richard A. Silverberg
Name:
Title: President

Contractor Initials: RS
Date: 3/5/18



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: 026459417
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 NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

New Hampshire Department of Health and Human Services
Exhibit K



DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information 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 Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
 - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
 - 2.2. 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.).
 - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.5. 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.
 - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of 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.
 - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "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.
Breach notifications will be sent to the following email addresses:
 - 2.7.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
 - 2.7.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
 - 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor 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

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by the vendor 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, or otherwise physically destroying the media (for example, degaussing). The vendor 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 the vendor prior to destruction.

- 2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor 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 vendor, including breach notification requirements.
3. The vendor 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 vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor 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 appropriate authorized data owner or leadership member within the Department.
6. 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.

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Date 3/5/18