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

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

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

January 27, 2021

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 **Sole Source** amendments to existing contracts with the vendors listed below in bold for to provide services designed to improve breast and cervical screening rates, by increasing the total price limitation by $67,886 from $482,549 to $550,435 and by extending the completion dates from June 30, 2021 to March 31, 2022 effective upon Governor and Council approval. 100% Federal Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	Governor and Council Approval
Catholic Medical Center	**177240 - B002**	**Manchester, NH**	**$182,951**	**$39,576**	**$222,527**	O: May 2, 2018, item #21 A1: June 19, 2019, item #78D
Greater Seacoast Community Health	166629 -B001	Portsmouth, NH	$163,102	$0	$163,102	O: May 2, 2018, item #21 A1: June 19, 2019, item #78D
Healthfirst Family Care Center, Inc.	**158221 -B001**	**Franklin, NH**	**$38,500**	**$8,250**	**$46,750**	O: May 2, 2018, item #21 A1: July 10, 2019, item #12
Amoskeag Health, (Formerly: Manchester Community Health Center)	**157274 -B001**	**Manchester, NH**	**$97,996**	**$20,060**	**$118,056**	O: May 2, 2018, item #21 A1: June 19, 2019, item #78D
		Total:	$482,549	$67,886	$550,435	

Funds are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Sole Source** because the original price limitation is being increased by more than 10% of the original contract amount without exercising a renewal option and must, therefore, be identified as sole source in accordance with MOP 150. At this time, the Department is working on a procurement to competitively bid services. In order to allow the Department adequate time to development a fair procurement, the Department is requesting current services be extended for nine (9) months to ensure there are no gaps in services.

The purpose of this request is to improve cancer screening rates among low-income women in New Hampshire through continued outreach and educational services.

Approximately 395,988 individuals will be served from July 1, 2019 through March 31, 2022.

Outreach and education services include the use of a Community Health Worker to provide education, outreach, and patient navigation to women who have never been, or have not recently been, screened for breast or cervical cancer or have not been screened recently. The contractors prioritize uninsured and underinsured women between the ages of 21 and 64 whose incomes are at or below 250% of the Federal Poverty Level. Services focus on assessing and addressing barriers to access cancer screening; follow-up diagnostics; and/or treatment. The contractors have clinical staff, which may include an RN, APRN or medical doctor, available to assist and advise the Community Health Worker on follow-up of any clients who require case management for diagnostics and/or treatment services.

The Department will monitor contracted services using the following performance measures:

- 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, there will be a gap in services provided to uninsured and low-income women, which may result in not having 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.

Area served: Strafford, Belknap, Merrimack, Rockingham, and Hillsborough counties.

Source of Funds: CFDA #93.898, FAIN # NU58DP006298

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

Respectfully submitted,

DocuSigned by:
Ann H. N. Landry
24BAB37EDBEB488...

Lori A. Shibinette
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

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
2022	102/500731	Contracts for Prog Svcs	90080081	$0	$39,576	$39,576
			Subtotal	***$182,951***	***$39,576***	***$222,527***

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***

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	$11,000	$0	$11,000
2021	102/500731	Contracts for Prog Svcs	90080081	$11,000	$0	$11,000

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

2022	102/500731	Contracts for Prog Svcs	90080081	$0	$8,250	$8,250
			Subtotal	***$38,500***	***$8,250***	***$46,750***

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
2022	102/500731	Contracts for Prog Svcs	90080081	$0	$20,060	$20,060
			Subtotal	***$97,996***	***$20,060***	***$118,056***
			Total	**$482,549**	**$67,886**	**$550,435**

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the Breast and Cervical Cancer Screening Program Community and Clinical Cancer Screening Improvement Project contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Catholic Medical Center ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 2, 2018, (Item #21), as amended on June 19, 2019, (Item #78D), 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, pursuant to Form P-37, General Provisions, Paragraph 18 the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

   March 31, 2022.

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

   $222,527.

3. Modify 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, 2021, and the Department shall not be liable for any payments for services provided after June 30, 2021, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2022-2023 biennium.

4. Add Exhibit B-5 Budget, Amendment #2, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment #2 remain in full force and effect. 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

2/17/2021

DocuSigned by:
Lisa M. Morris
D938DBFB6CA54A0...

Date

Name: Lisa M. Morris
Title: Director, Division of Public Health Srvcs.

Catholic Medical Center

2/8/2021

DocuSigned by:
Joseph Pepe, MD
E1C5868E1A63491...

Date

Name: Joseph Pepe, MD
Title: President/CEO

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

OFFICE OF THE ATTORNEY GENERAL

2/26/2021

Date

DocuSigned by:
D5CA9202E32C4AE...

Name: Catherine Pinos
Title: Attorney

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:

New Hampshire Department of Health and Human Services

Contractor Name: Catholic Medical Center

Budget Request for: Breast and Cervical Cancer
Project Title

Budget Period: July 1, 2021 - March 31, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 29,796.75	$ -	$ 29,796.75	$ -	$ -	$ -	$ 29,796.75	$ -	$ 29,796.75
2. Employee Benefits	$ 8,939.00	$ -	$ 8,939.00	$ -	$ -	$ -	$ 8,939.00	$ -	$ 8,939.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 50.00	$ -	$ 50.00	$ -		$ -	$ 50.00	$ -	$ 50.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 150.00	$ -	$ 150.00	$ -	$ -	$ -	$ 150.00	$ -	$ 150.00
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300.00	$ -	$ 300.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 50.00	$ -	$ 50.00	$ -	$ -	$ -	$ 50.00	$ -	$ 50.00
Postage	$ 125.00	$ -	$ 125.00	$ -	$ -	$ -	$ 125.00	$ -	$ 125.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 115.25	$ -	$ 115.25	$ -	$ -	$ -	$ 115.25	$ -	$ 115.25
11. Staff Education and Training	$ 50.00	$ -	$ 50.00	$ -	$ -	$ -	$ 50.00	$ -	$ 50.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 39,576.00	$ -	$ 39,576.00	$ -	$ -	$ -	$ 39,576.00	$ -	$ 39,576.00
Indirect As A Percent of Direct		0.0%							

DS
JPM

Contractor Initials_____

Date 2/8/2021

State of New Hampshire

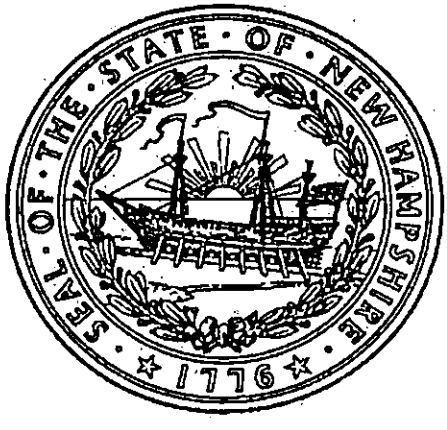
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CATHOLIC MEDICAL CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 07, 1974. 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: **62116**

Certificate Number: **0005254176**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of February A.D. 2021.

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Matthew Kfoury, do hereby certify that:

1. I am the duly elected Secretary of Catholic Medical Center, a New Hampshire voluntary corporation ("CMC");

2. Joseph Pepe, M.D. is the duly elected President & CEO of CMC.

3. Alexander J. Walker, is the duly elected Executive Vice President and Chief Operating Officer of CMC.

4. The attached Exhibit A is a true copy of resolutions duly adopted at a meeting of the Board of Trustees of CMC, duly held on October 22, 2020;

5. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of the 11th day of February, 2021 and this authority remains valid for thirty (30) days from the date of this Certificate of Authority; and

6. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence from CMC that I am the Secretary of CMC and that Dr. Pepe and Mr. Walker have the authority to bind CMC. To the extent that there are any limits on the authority of Dr. Pepe, Mr. Walker, or myself to bind CMC in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

I have hereunto set my hand as the Secretary of CMC this 11th day of February 2021.

s/ Matthew Kfoury
Matthew Kfoury, Secretary

Exhibit A

PROPOSED RESOLUTIONS

OF THE

BOARD OF TRUSTEES

OF CATHOLIC MEDICAL CENTER ("CMC")

Authorizing CMC to enter into Contracts with the State of New Hampshire

October 22, 2020

RESOLVED: That CMC be authorize to enter into contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, including any of its agencies or departments.

RESOLVED: That the Joseph Pepe, M.D., as President & CEO of CMC and Alexander J. Walker, as Executive Vice President and Chief Operating Officer are hereby jointly and severally authorized on behalf of CMC to enter into contracts with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable, or appropriate.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/19/2020

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

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

PRODUCER MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com Fax: 212-948-4377 CN109021768-ALL-GAWXP-20-21	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED CMC HEALTHCARE SYSTEM 100 MCGREGOR STREET MANCHESTER, NH 03102	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Pro Select Insurance Company INSURER B : Safety National Casualty Corp. — 15105 INSURER C : N/A — N/A INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** NYC-009552485-14 **REVISION NUMBER:** 11

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			002NH000016052	10/01/2020	10/01/2021	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			SP 4063859	10/01/2020	10/01/2021	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N/A		*SIR $750,000			E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

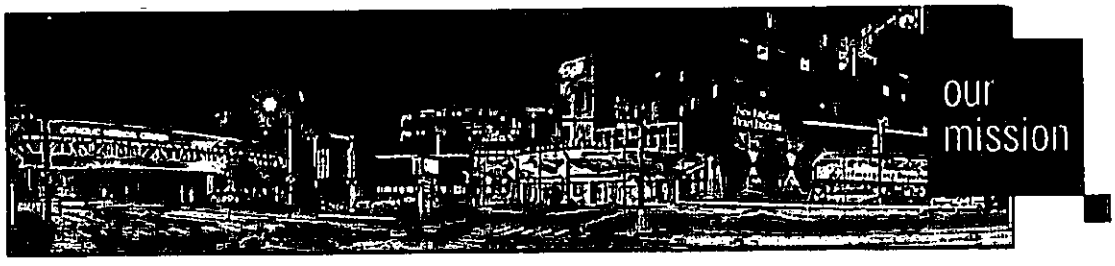
NH DHHS
129 PLEASANT STREET
CONCORD, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee Manashi Mukherjee

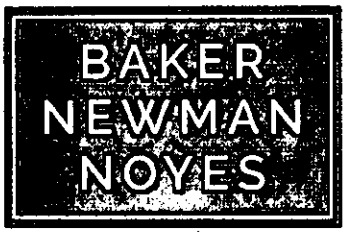


The heart of Catholic Medical Center is to carry out Christ's healing ministry by offering **health, healing, and hope** to every individual who seeks our care.

CMC

CATHOLIC MEDICAL CENTER

a member of GraniteOne Health



Catholic Medical Center

Audited Financial Statements

Years Ended September 30, 2019 and 2018
With Independent Auditors' Report

Baker Newman & Noyes LLC
MAINE | MASSACHUSETTS | NEW HAMPSHIRE
800.244.7444 | www.bnncpa.com

CATHOLIC MEDICAL CENTER

AUDITED FINANCIAL STATEMENTS

Years Ended September 30, 2019 and 2018

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Baker Newman & Noyes LLC
MAINE | MASSACHUSETTS | NEW HAMPSHIRE
800.244.7444 | www.bnncpa.com

INDEPENDENT AUDITORS' REPORT

Board of Trustees
Catholic Medical Center

We have audited the accompanying financial statements of Catholic Medical Center, which comprise the balance sheets as of September 30, 2019 and 2018, and the related statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. 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 auditors' 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.

Board of Trustees
Catholic Medical Center

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Catholic Medical Center as of September 30, 2019 and 2018, and the results of its operations, changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 2 to the financial statements, in 2019, Catholic Medical Center adopted the provisions of Financial Accounting Standards Board Accounting Standards Update No. 2016-14, *Not-for-Profit Entities (Topic 958) - Presentation of Financial Statements of Not-for-Profit Entities* and applied the guidance retrospectively for all periods presented. Our opinion is not modified with respect to this matter.

Baker Newman & Noyes LLC

Manchester, New Hampshire
February 4, 2020

CATHOLIC MEDICAL CENTER

BALANCE SHEETS

September 30, 2019 and 2018

ASSETS

	2019	2018
Current assets:		
Cash and cash equivalents	$ 47,897,010	$ 57,668,500
Short-term investments	4,021,270	29,009,260
Accounts receivable, less allowance for doubtful accounts of $19,786,141 in 2019 and $19,525,261 in 2018	78,067,491	54,074,988
Inventories	4,600,802	3,583,228
Other current assets	12,780,425	9,150,610
Total current assets	147,366,998	153,486,586
Property, plant and equipment, net	118,690,076	109,898,233
Other assets:		
Intangible assets and other	11,869,524	10,875,302
Assets whose use is limited:		
Pension and insurance obligations	18,832,810	17,859,458
Board designated and donor restricted investments and restricted grants	122,116,666	119,411,378
Held by trustee under revenue bond agreements	18,845,355	36,660,053
	159,794,831	173,930,889
Total assets	$437,721,429	$448,191,010

LIABILITIES AND NET ASSETS

	2019	2018
Current liabilities:		
Accounts payable and accrued expenses	$ 36,870,043	$ 28,743,870
Accrued salaries, wages and related accounts	18,604,407	18,755,583
Amounts payable to third-party payors	11,456,467	14,643,104
Amounts due to affiliates	991,062	1,477,267
Current portion of long-term debt	3,924,079	4,131,199
Total current liabilities	71,846,058	67,751,023
Accrued pension and other liabilities, less current portion	160,696,816	115,111,279
Long-term debt, less current portion	114,421,351	115,229,329
Total liabilities	346,964,225	298,091,631
Net assets:		
Without donor restrictions	79,512,313	139,672,561
With donor restrictions	11,244,891	10,426,818
Total net assets	90,757,204	150,099,379
Total liabilities and net assets	$437,721,429	$448,191,010

See accompanying notes.

CATHOLIC MEDICAL CENTER

STATEMENTS OF OPERATIONS

Years Ended September 30, 2019 and 2018

	2019	2018
Net patient service revenues, net of contractual allowances and discounts	$449,484,087	$436,357,697
Provision for doubtful accounts	(20,972,163)	(19,593,714)
Net patient service revenues less provision for doubtful accounts	428,511,924	416,763,983
Other revenue	14,687,063	12,515,169
Disproportionate share funding	22,566,094	17,993,289
Total revenues	465,765,081	447,272,441
Expenses:		
Salaries, wages and fringe benefits	227,559,475	217,868,046
Supplies and other	161,282,151	153,527,155
New Hampshire Medicaid enhancement tax	21,382,132	19,968,497
Depreciation and amortization	15,741,819	14,972,724
Interest	3,913,935	3,933,617
Total expenses	429,879,512	410,270,039
Income from operations	35,885,569	37,002,402
Nonoperating gains (losses):		
Investment income, net	3,875,387	5,699,700
Net periodic pension cost, other than service cost	(595,606)	(1,023,371)
Contributions without donor restrictions	834,004	629,198
Development costs	(739,596)	(635,408)
Other nonoperating loss	(3,153,699)	(511,679)
Total nonoperating gains, net	220,490	4,158,440
Excess of revenues and gains over expenses	36,106,059	41,160,842
Unrealized appreciation on investments	1,026,222	2,184,604
Change in fair value of interest rate swap agreement	(482,735)	302,826
Assets released from restriction used for capital	434,010	128,600
Pension-related changes other than net periodic pension cost	(51,110,160)	18,843,760
Net assets transferred to affiliates	(46,133,644)	(35,782,824)
Change in net assets without donor restrictions	(60,160,248)	26,837,808
Net assets without donor restrictions at beginning of year	139,672,561	112,834,753
Net assets without donor restrictions at end of year	$ 79,512,313	$139,672,561

See accompanying notes.

CATHOLIC MEDICAL CENTER

STATEMENTS OF CHANGES IN NET ASSETS

Years Ended September 30, 2019 and 2018

	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	Total Net Assets
Balances at September 30, 2017	$ 112,834,753	$ 9,726,007	$122,560,760
Excess of revenues and gains over expenses	41,160,842	–	41,160,842
Restricted investment income	–	27,373	27,373
Changes in interest in perpetual trust	–	341,439	341,439
Donor-restricted contributions	–	646,924	646,924
Unrealized appreciation on investments	2,184,604	61,431	2,246,035
Change in fair value of interest rate swap agreement	302,826	–	302,826
Assets released from restriction used for operations	–	(247,756)	(247,756)
Assets released from restriction used for capital	128,600	(128,600)	–
Pension-related changes other than net periodic pension cost	18,843,760	–	18,843,760
Net assets transferred to affiliates	(35,782,824)	–	(35,782,824)
	26,837,808	700,811	27,538,619
Balances at September 30, 2018	139,672,561	10,426,818	150,099,379
Excess of revenues and gains over expenses	36,106,059	–	36,106,059
Restricted investment income	–	31,596	31,596
Changes in interest in perpetual trust	–	(110,168)	(110,168)
Donor-restricted contributions	–	1,536,316	1,536,316
Unrealized appreciation on investments	1,026,222	15,219	1,041,441
Change in fair value of interest rate swap agreement	(482,735)	–	(482,735)
Assets released from restriction used for operations	–	(220,880)	(220,880)
Assets released from restriction used for capital	434,010	(434,010)	–
Pension-related changes other than net periodic pension cost	(51,110,160)	–	(51,110,160)
Net assets transferred to affiliates	(46,133,644)	–	(46,133,644)
	(60,160,248)	818,073	(59,342,175)
Balances at September 30, 2019	$ 79,512,313	$11,244,891	$ 90,757,204

See accompanying notes.

CATHOLIC MEDICAL CENTER

STATEMENTS OF CASH FLOWS

Years Ended September 30, 2019 and 2018

	2019	2018
Operating activities:		
Change in net assets	$ (59,342,175)	$ 27,538,619
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	15,741,819	14,972,724
Pension-related changes other than net periodic pension cost	51,110,160	(18,843,760)
Net assets transferred to affiliates	46,133,644	35,782,824
Restricted gifts and investment income	(1,567,912)	(674,297)
Net realized and unrealized gains on investments	(969,582)	(5,099,360)
Change in interest in perpetual trust	110,168	(341,439)
Change in fair value of interest rate swap agreement	482,735	(302,826)
Bond discount/premium and issuance cost amortization	(301,980)	(324,032)
Changes in operating assets and liabilities:		
Accounts receivable, net	(23,992,503)	(5,692,536)
Inventories	(1,017,574)	(176,408)
Other current assets	(3,629,815)	1,660,997
Amounts due to affiliates	(486,205)	71,377
Other assets	(1,024,839)	(343,421)
Accounts payable and accrued expenses	6,874,483	(5,518,601)
Accrued salaries, wages and related accounts	(151,176)	1,948,851
Amounts payable to third-party payors	(3,186,637)	291,782
Accrued pension and other liabilities	(6,018,750)	6,250,950
Net cash provided by operating activities	18,763,861	51,201,444
Investing activities:		
Purchases of property, plant and equipment	(23,239,963)	(35,831,031)
Net change in assets held by trustee under revenue bond agreements	17,814,698	14,819,012
Proceeds from sales of investments	52,750,600	23,284,364
Purchases of investments	(29,781,836)	(31,034,584)
Net cash provided (used) by investing activities	17,543,499	(28,762,239)
Financing activities:		
Payments on long-term debt	(3,455,000)	(3,330,000)
Proceeds from long-term debt	3,513,632	–
Payments on capital leases	(676,199)	(707,299)
Bond issuance costs	(95,551)	–
Restricted gifts and investment income	767,912	674,297
Net assets transferred to affiliates	(46,133,644)	(35,782,824)
Net cash used by financing activities	(46,078,850)	(39,145,826)
Decrease in cash and cash equivalents	(9,771,490)	(16,706,621)
Cash and cash equivalents at beginning of year	57,668,500	74,375,121
Cash and cash equivalents at end of year	$ 47,897,010	$ 57,668,500

Supplemental disclosure:
At September 30, 2019, amounts totaling $1,251,690 related to the purchase of property, plant and equipment were included in accounts payable and accrued expenses.

See accompanying notes.

1. Organization

Catholic Medical Center (the Medical Center) is a voluntary not-for-profit acute care hospital based in Manchester, New Hampshire. The Medical Center, which primarily serves residents of New Hampshire and northern Massachusetts, was controlled by CMC Healthcare System, Inc. (the System), a not-for-profit corporation which functioned as the parent company and sole member of the Medical Center until December 31, 2016, as discussed below.

On December 30, 2016, the System became affiliated with Huggins Hospital (HH), a 25-bed critical access hospital in Wolfeboro, New Hampshire, and Monadnock Community Hospital (MCH), a 25-bed critical access hospital in Peterborough, New Hampshire, through the formation of a common parent, GraniteOne Health (GraniteOne). GraniteOne is a New Hampshire voluntary corporation that is recognized as being a Section 501(c)(3) tax-exempt and "supporting organization" within the meaning of Section 509(a)(3) of the Internal Revenue Code of 1986, as amended (the Code). GraniteOne serves as the sole member of HH and MCH and co-member of the Medical Center, along with the System. GraniteOne is governed by a thirteen member Board of Trustees appointed by each of the respective hospitals within the GraniteOne system. The GraniteOne Board of Trustees governs the GraniteOne system through the existence and execution of reserved powers to approve certain actions by the Boards of Trustees of each of the hospitals. Through GraniteOne, this more integrated healthcare system enhances the affiliated hospitals' ability to coordinate the delivery of patient care, implement best practices, eliminate inefficiencies and collaborate on regional planning. These efforts strengthen the hospitals' ability to meet the healthcare needs of their respective communities and provide for a more seamless patient experience across the continuum of care. The accompanying financial statements for the years ended September 30, 2019 and 2018 do not include the accounts and activity of GraniteOne, HH and MCH.

On September 30, 2019, GraniteOne, the Medical Center, the System, certain subsidiaries of the System, HH and MCH entered into a Combination Agreement (the Agreement) with Dartmouth-Hitchcock Health (D-HH) to combine GraniteOne and D-HH and its members into a more fully integrated healthcare delivery system. Pursuant to the terms of the Agreement, the parties intend to revise D-HH's corporate name to Dartmouth-Hitchcock Health GraniteOne (D-HH GO), which will continue to serve as the sole corporate member of the existing D-HH System Members (Mary Hitchcock Memorial Health and Dartmouth-Hitchcock Clinic, New London Hospital (NLH), Cheshire Medical Center (Cheshire), Mt. Ascutney Hospital and Health Center (MAHHC), Alice Peck Day Memorial Hospital (APD) and Visiting Nurse and Hospice for Vermont and New Hampshire (VNH)), and which will be substituted for GraniteOne as the sole corporate member of HH and MCH and as co-member, of the Medical Center and certain subsidiaries of the System (the Combination). The overarching goal of the Combination is to create a New Hampshire-based, integrated and regionally distributed health care delivery system that better serves its patients and communities. While the System will not be a component of the D-HH GO System, it will continue to serve as the corporate vehicle through which the Bishop of the Diocese of Manchester (the Bishop) ensures the Medical Center's adherence to the Ethical and Religious Directives for Catholic Health Care Services. Neither the System nor the Bishop will have authority over any other D-HH GO System Member, including HH and MCH. Subject to certain rights reserved to the Bishop and the System with respect to the Medical Center and the System's subsidiaries, D-HH GO will reserve to itself certain approval and initiation powers over the governance, financial, programmatic, administrative, and strategic decisions of D-HH GO System Members.

1. Organization (Continued)

On December 30, 2019, GraniteOne, the Medical Center, HH and MCH submitted a Joint Notice of Change of Control to the New Hampshire Attorney General, Director of Charitable Trusts pursuant to New Hampshire RSA 7:19-b beginning the regulatory review and approval process of the Combination. If all necessary approvals are obtained and closing conditions satisfied, D-HH GO will consist of a major academic medical center offering tertiary and quaternary services, an acute care community hospital in an urban setting (the Medical Center), an acute care community hospital in a rural setting (Cheshire), five rural critical access hospitals (NLH, MAHHC, APD, HH and MCH), a post-acute home health and hospice provider (VNH), and nearly 1,800 employed and affiliated primary and specialty care physicians. D-HH GO System Members will combine their resources to offer a broader array of inpatient, outpatient and ambulatory services.

2. Significant Accounting Policies

Basis of Presentation

The accompanying financial statements have been prepared using the accrual basis of accounting.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the financial statements. Estimates also affect the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. The primary estimates relate to collectibility of receivables from patients and third-party payors, amounts payable to third-party payors, accrued compensation and benefits, conditional asset retirement obligations, and self-insurance reserves.

Income Taxes

The Medical Center is a not-for-profit corporation as described in Section 501(c)(3) of the Code and is exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Management evaluated the Medical Center's tax positions and concluded the Medical Center has maintained its tax-exempt status, does not have any significant unrelated business income and had taken no uncertain tax positions that require adjustment to the financial statements.

Performance Indicator

Excess of revenues and gains over expenses is comprised of operating revenues and expenses and nonoperating gains and losses. For purposes of display, transactions deemed by management to be ongoing, major or central to the provision of health care services are reported as operating revenue and expenses. Peripheral or incidental transactions are reported as nonoperating gains or losses, which include contributions without donor restrictions, development costs, net investment income (including realized gains and losses on sales of investments), net periodic pension costs (other than service cost), other nonoperating losses and contributions to community agencies.

2. **Significant Accounting Policies (Continued)**

Charity Care and Community Benefits

The Medical Center has a formal charity care policy under which patient care is provided to patients who meet certain criteria without charge or at amounts less than its established rates. The Medical Center does not pursue collection of amounts determined to qualify as charity care; therefore, they are not reported as revenues. The Medical Center rendered charity care in accordance with this policy, which, at established charges, amounted to $22,371,381 and $21,393,063 for the years ended September 30, 2019 and 2018, respectively.

Of the Medical Center's $429,879,512 total expenses reported for the year ended September 30, 2019, an estimated $6,900,000 arose from providing services to charity patients. Of the Medical Center's $410,270,039 total expenses reported for the year ended September 30, 2018, an estimated $6,700,000 arose from providing services to charity patients. The estimated costs of providing charity services are based on a calculation which applies a ratio of costs to charges to the gross uncompensated charges associated with providing care to charity patients. The ratio of cost to charges is calculated based on the Medical Center's total expenses divided by gross patient service revenue.

The Medical Center provides community service programs, without charge, such as the Medication Assistance Program, Community Education and Wellness, Patient Transport, and the Parish Nurse Program. The costs of providing these programs amounted to $977,697 and $983,861 for the years ended September 30, 2019 and 2018, respectively.

Concentration of Credit Risk

Financial instruments which subject the Medical Center to credit risk consist primarily of cash equivalents, accounts receivable and investments. The risk with respect to cash equivalents is minimized by the Medical Center's policy of investing in financial instruments with short-term maturities issued by highly rated financial institutions. The Medical Center's accounts receivable are primarily due from third-party payors and amounts are presented net of expected contractual allowances and uncollectible amounts. The Medical Center's investment portfolio consists of diversified investments, which are subject to market risk. Investments that exceeded 10% of investments include the SSGA S&P 500 Tobacco Free Fund and the Dreyfus Treasury Securities Cash Management Fund as of September 30, 2019 and 2018.

Cash and Cash Equivalents

Cash and cash equivalents include certificates of deposit with maturities of three months or less when purchased and investments in overnight deposits at various banks. Cash and cash equivalents exclude amounts whose use is limited by board designation and amounts held by trustees under revenue bond and other agreements. The Medical Center maintains approximately $44,000,000 and $56,000,000 at September 30, 2019 and 2018, respectively, of its cash and cash equivalent accounts with a single institution. The Medical Center has not experienced any losses associated with deposits at this institution.

2. **Significant Accounting Policies (Continued)**

Net Patient Service Revenues and Accounts Receivable

The Medical Center has agreements with third-party payors that provide for payments at amounts different from its established rates. Payment arrangements include prospectively determined rates per discharge, reimbursed costs, discounted charges, per diem payments and fee schedules. Net patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the year the related services are rendered and adjusted in future years as final settlements are determined. Changes in these estimates are reflected in the financial statements in the year in which they occur.

The Medical Center recognizes patient service revenue associated with services provided to patients who have third-party payor coverage on the basis of contractual rates for the services rendered. For uninsured patients, the Medical Center provides a discount approximately equal to that of its largest private insurance payors.

The provision for doubtful accounts is based upon management's assessment of historical and expected net collections considering historical business and economic conditions, trends in health care coverage, and other collection indicators. The Medical Center records a provision for doubtful accounts in the year services are provided related to self-pay patients, including both uninsured patients and patients with deductible and copayment balances due for which third-party coverage exists for a portion of their balance.

Periodically, management assesses the adequacy of the allowance for doubtful accounts based upon historical write-off experience. The results of this review are then used to make any modifications to the provision for doubtful accounts to establish an appropriate allowance for doubtful accounts. Accounts receivable are written off after collection efforts have been followed in accordance with internal policies.

Inventories

Inventories of supplies are stated at the lower of cost (determined by the first-in, first-out method) or net realizable value.

Property, Plant and Equipment

Property, plant and equipment is stated at cost at time of purchase or fair value at the time of donation, less accumulated depreciation. The Medical Center's policy is to capitalize expenditures for major improvements and charge maintenance and repairs currently for expenditures which do not extend the lives of the related assets. The provisions for depreciation and amortization have been determined using the straight-line method at rates intended to amortize the cost of assets over their estimated useful lives, which range from 2 to 40 years. Assets which have been purchased but not yet placed in service are included in construction in progress and no depreciation expense is recorded.

2. **Significant Accounting Policies (Continued)**

Conditional Asset Retirement Obligations

The Medical Center recognizes the fair value of a liability for legal obligations associated with asset retirements in the year in which the obligation is incurred, in accordance with the Accounting Standards for *Accounting for Asset Retirement Obligations* (ASC 410-20). When the liability is initially recorded, the cost of the asset retirement obligation is capitalized by increasing the carrying amount of the related long lived asset. The liability is accreted to its present value each year, and the capitalized cost associated with the retirement obligation is depreciated over the useful life of the related asset. Upon settlement of the obligation, any difference between the cost to settle the asset retirement obligation and the liability recorded is recognized as a gain or loss in the statements of operations.

As of September 30, 2019 and 2018, $958,666 and $1,001,165, respectively, of conditional asset retirement obligations are included within accrued pension and other liabilities in the accompanying balance sheets.

Goodwill

The Medical Center reviews its goodwill and other long-lived assets annually to determine whether the carrying amount of such assets is impaired. Upon determination that an impairment has occurred, these assets are reduced to fair value. There were no impairments recorded for the years ended September 30, 2019 or 2018.

Retirement Benefits

The Catholic Medical Center Pension Plan (the Plan) provides retirement benefits for certain employees of the Medical Center and certain employees of an affiliated organization who have attained age twenty-one and work at least 1,000 hours per year. The Plan consists of a benefit accrued to July 1, 1985, plus 2% of plan year earnings (to legislative maximums) per year. The Medical Center's funding policy is to contribute amounts to the Plan sufficient to meet minimum funding requirements set forth in the Employee Retirement Income Security Act of 1974, plus such additional amounts as may be determined to be appropriate from time to time. The Plan is intended to constitute a plan described in Section 414(k) of the Code, under which benefits derived from employer contributions are based on the separate account balances of participants in addition to the defined benefits under the Plan.

Effective January 1, 2008 the Medical Center decided to close participation in the Plan to new participants. As of January 1, 2008, current participants continued to participate in the Plan while new employees receive a higher matching contribution to the tax-sheltered annuity benefit program discussed below.

During 2011, the Board of Trustees voted to freeze the accrual of benefits under the Plan effective December 31, 2011.

The Plan was amended effective as of May 1, 2016 to provide a limited opportunity for certain terminated vested participants to elect an immediate lump sum or annuity distribution option.

2. **Significant Accounting Policies (Continued)**

The Medical Center also maintains tax-sheltered annuity benefit programs in which it matches one half of employee contributions up to 3% of their annual salary, depending on date of hire, plus an additional 3% - 5% based on tenure. The Medical Center made matching contributions under the program of $6,532,030 and $5,942,550 for the years ended September 30, 2019 and 2018, respectively.

During 2007, the Medical Center created a nonqualified deferred compensation plan covering certain employees under Section 457(b) of the Code. Under the plan, a participant may elect to defer a portion of their compensation to be held until payment in the future to the participant or his or her beneficiary. Consistent with the requirements of the Code, all amounts of deferred compensation, including but not limited to any investments held and all income attributable to such amounts, property, and rights will remain subject to the claims of the Medical Center's creditors, without being restricted to the payment of deferred compensation, until payment is made to the participant or their beneficiary. No contributions were made by the Medical Center for the years ended September 30, 2019 or 2018.

The Medical Center also provides a noncontributory supplemental executive retirement plan covering certain former executives of the Medical Center, as defined. The Medical Center's policy is to accrue costs under this plan using the "Projected Unit Credit Actuarial Cost Method" and to amortize past service costs over a fifteen year period. Benefits under this plan are based on the participant's final average salary, social security benefit, retirement income plan benefit, and total years of service. Certain investments have been designated for payment of benefits under this plan and are included in assets whose use is limited–pension and insurance obligations.

During 2007, the Medical Center created a supplemental executive retirement plan covering certain executives of the Medical Center under Section 457(f) of the Code. The Medical Center recorded compensation expense of $661,215 and $682,820 for the years ended September 30, 2019 and 2018, respectively related to this plan.

Employee Fringe Benefits

The Medical Center has an "earned time" plan. Under this plan, each qualifying employee "earns" hours of paid leave for each pay period worked. These hours of paid leave may be used for vacations, holidays, or illness. Hours earned but not used are vested with the employee and are paid to the employee upon termination. The Medical Center expenses the cost of these benefits as they are earned by the employees.

Debt Issuance Costs/Original Issue Discount or Premium

The debt issuance costs incurred to obtain financing for the Medical Center's construction and renovation programs and refinancing of prior bonds and the original issue discount or premium are amortized to interest expense using the effective interest method over the repayment period of the bonds. The original issue discount or premium and debt issuance costs are presented as a component of long-term debt.

Assets Whose Use is Limited or Restricted

Assets whose use is limited or restricted include assets held by trustees under indenture agreements, pension and insurance obligations, designated assets set aside by the Board of Trustees, over which the Board retains control and may, at its discretion, subsequently use for other purposes, and donor-restricted investments.

2. **Significant Accounting Policies (Continued)**

Net Assets With Donor Restrictions

Gifts are reported as restricted support if they are received with donor stipulations that limit the use of donated assets. Donated investments, supplies and equipment are reported at fair value at the date of receipt. Unconditional promises to give cash and other assets are reported at fair value at the date of the receipt of the promise. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified as net assets without donor restrictions and reported in the statements of operations as either net assets released from restrictions (for noncapital related items) or as net assets released from restrictions used for capital purchases (capital related items). Some net assets with donor restrictions have been restricted by donors to be maintained by the Medical Center in perpetuity.

Except for contributions related to capital purchases, donor-restricted contributions whose restrictions are met within the same year as received are reported as contributions within net assets without donor restrictions in the accompanying financial statements.

Pledges Receivable

Pledges receivable are recognized as revenue when the unconditional promise to give is made. Pledges expected to be collected within one year are recorded at their net realizable value. Pledges that are expected to be collected in future years are recorded at the present value of estimated future cash flows. The present value of estimated future cash flows is measured utilizing risk-free rates of return adjusted for market and credit risk established at the time a contribution is received.

Investments and Investment Income

Investments are carried at fair value in the accompanying balance sheets. See Note 8 for further discussion regarding fair value measurements. Investment income (including realized gains and losses on investments and interest and dividends) is included in the excess of revenues and gains over expenses unless the income is restricted by donor or law, in which case it is reported as an increase or decrease in net assets with donor restrictions. Realized gains or losses on the sale of investment securities are determined by the specific identification method and are recorded on the settlement date. Unrealized gains and losses on investments are excluded from the excess of revenues and gains over expenses unless the investments are classified as trading securities or losses are considered other-than-temporary.

Derivative Instruments

Derivatives are recognized as either assets or liabilities in the balance sheets at fair value regardless of the purpose or intent for holding the instrument. Changes in the fair value of derivatives are recognized either in the excess of revenues and gains over expenses or net assets, depending on whether the derivative is speculative or being used to hedge changes in fair value or cash flows. See also Note 6.

2. **Significant Accounting Policies (Continued)**

Beneficial Interest in Perpetual Trust

The Medical Center is the beneficiary of trust funds administered by trustees or other third parties. Trusts wherein the Medical Center has the irrevocable right to receive the income earned on the trust assets in perpetuity are recorded as net assets with donor restrictions at the fair value of the trust at the date of receipt. Income distributions from the trusts are reported as investment income that increase net assets without donor restrictions, unless restricted by the donor. Annual changes in the fair value of the trusts are recorded as increases or decreases to net assets with donor restrictions.

Endowment, Investment and Spending Policies

In accordance with the *Uniform Prudent Management of Institutional Funds Act* (UPMIFA), the Medical Center considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (a) the duration and preservation of the fund; (b) the purpose of the organization and the donor-restricted endowment fund; (c) general economic conditions; (d) the possible effect of inflation and deflation; (e) the expected total return from income and the appreciation of investments; (f) other resources of the organization; and (g) the investment policies of the organization.

Spending policies may be adopted by the Medical Center, from time to time, to provide a stream of funding for the support of key programs. The spending policies are structured in a manner to ensure that the purchasing power of the assets is maintained while providing the desired level of annual funding to the programs. The Medical Center currently has a policy allowing interest and dividend income earned on investments to be used for operations with the goal of keeping principal, including its appreciation, intact.

The Medical Center's investment policies provide guidance for the prudent and skillful management of invested assets with the objective of preserving capital and maximizing returns. The invested assets include endowment, specific purpose and board designated funds.

Endowment funds are identified as perpetual in nature, intended to provide support for current or future operations and other purposes identified by the donor. These funds are managed with disciplined longer-term investment objectives and strategies designed to accommodate relevant, reasonable, or probable events.

Specific purpose funds are temporary in nature, restricted as to time or purpose as identified by the donor or grantor. These funds have various intermediate/long-term time horizons associated with specific identified spending objectives.

Board designated funds have various intermediate/long-term time horizons associated with specific spending objectives as determined by the Board of Trustees.

Management of these assets is designed to maximize total return while preserving the capital values of the funds, protecting the funds from inflation and providing liquidity as needed. The objective is to provide a real rate of return that meets inflation, plus 4% to 5%, over a long-term time horizon.

The Medical Center targets a diversified asset allocation that places emphasis on achieving its long-term return objectives within prudent risk constraints.

2. Significant Accounting Policies (Continued)

Federal Grant Revenue and Expenditures

Revenues and expenses under federal grant programs are recognized as the related expenditure is incurred.

Malpractice Loss Contingencies

The Medical Center has a claims-made basis policy for its malpractice insurance coverage. A claims-made basis policy provides specific coverage for claims reported during the policy term. The Medical Center has established a reserve to cover professional liability exposure, which may not be covered by insurance. The possibility exists, as a normal risk of doing business, that malpractice claims in excess of insurance coverage may be asserted against the Medical Center. In the event a loss contingency should occur, the Medical Center would give it appropriate recognition in its financial statements in conformity with accounting standards. The Medical Center expects to be able to obtain renewal or other coverage in future years.

In accordance with Accounting Standards Update (ASU) No. 2010-24, "*Health Care Entities*" (Topic 954): *Presentation of Insurance Claims and Related Insurance Recoveries*, at September 30, 2019 and 2018, the Medical Center recorded a liability of $13,252,269 and $12,520,618, respectively, related to estimated professional liability losses covered under this policy. At September 30, 2019 and 2018, the Medical Center also recorded a receivable of $9,584,019 and $8,829,118, respectively, related to estimated recoveries under insurance coverage for recoveries of the potential losses. These amounts are included in accrued pension and other liabilities, and intangible assets and other, respectively, on the balance sheets.

Workers' Compensation

The Medical Center maintains workers' compensation insurance under a self-insured plan. The plan offers, among other provisions, certain specific and aggregate stop-loss coverage to protect the Medical Center against excessive losses. The Medical Center has employed independent actuaries to estimate the ultimate costs, if any, of the settlement of such claims. Accrued workers' compensation losses of $3,069,898 and $3,061,261 at September 30, 2019 and 2018, respectively, have been discounted at 1.25% and, in management's opinion, provide an adequate reserve for loss contingencies. At September 30, 2019, $1,397,510 and $1,672,388 is recorded within accounts payable and accrued expenses and accrued pension and other liabilities, respectively, in the accompanying balance sheets. The Medical Center has also recorded $258,107 and $408,034 within other current assets and intangible assets and other, respectively, in the accompanying balance sheets to limit the accrued losses to the retention amount at September 30, 2019. At September 30, 2018, $1,359,646 and $1,701,615 is recorded within accounts payable and accrued expenses and accrued pension and other liabilities, respectively, in the accompanying balance sheets. The Medical Center has also recorded $248,403 and $408,513 within other current assets and intangible assets and other, respectively, in the accompanying balance sheets to limit the accrued losses to the retention amount at September 30, 2018.

2. **Significant Accounting Policies (Continued)**

Health Insurance

The Medical Center has a self-funded health insurance plan. The plan is administered by an insurance company and the Medical Center has employed independent actuaries to estimate unpaid claims, and those claims incurred but not reported at fiscal year end. The Medical Center was insured above a stop-loss amount of $570,000 and $375,000 at September 30, 2019 and 2018, respectively, on individual claims. Estimated unpaid claims, and those claims incurred but not reported, at September 30, 2019 and 2018 of $2,334,000 and $2,849,427, respectively, are reflected in the accompanying balance sheets within accounts payable and accrued expenses.

Functional Expense Allocation

The costs of providing program services and other activities have been summarized on a functional basis in Note 11. Accordingly, costs have been allocated among program services and supporting services benefitted.

Advertising Costs

The Medical Center expenses advertising costs as incurred, and such costs totaled approximately $1,298,000 and $1,716,000 for the years ended September 30, 2019 and 2018, respectively.

Recent Accounting Pronouncements

In August 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-14, *Not-for-Profit Entities (Topic 958)* (ASU 2016-14) – *Presentation of Financial Statements of Not-for-Profit Entities*. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. ASU 2016-14 is effective for the Medical Center for the year ended September 30, 2019. The Medical Center has adjusted the presentation of these financial statements and related disclosures accordingly. ASU 2016-14 has been applied retrospectively to all periods presented. The adoption of ASU 2016-14 had no impact to changes in net assets or total net assets in 2019 or 2018.

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers* (ASU 2014-09), which requires revenue to be recognized when promised goods or services are transferred to customers in amounts that reflect the consideration to which the Medical Center expects to be entitled in exchange for those goods and services. ASU 2014-09 will replace most existing revenue recognition guidance in U.S. GAAP when it becomes effective. ASU 2014-09 is effective for the Medical Center on October 1, 2019. ASU 2014-09 permits the use of either the retrospective or cumulative effect transition method. The Medical Center is evaluating the impact that ASU 2014-09 will have on its revenue recognition policies, but does not expect the new pronouncement will have a material impact on its financial statements.

2. **Significant Accounting Policies (Continued)**

In January 2016, the FASB issued ASU No. 2016-01, *Financial Instruments – Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities* (ASU 2016-01). The amendments in ASU 2016-01 address certain aspects of recognition, measurement, presentation and disclosure of financial instruments. ASU 2016-01 is effective for the Medical Center for the year ended September 30, 2020, with early adoption permitted. The Medical Center is currently evaluating the impact that ASU 2016-01 will have on its financial statements.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)* (ASU 2016-02). Under ASU 2016-02, at the commencement of a long-term lease, lessees will recognize a liability equivalent to the discounted payments due under the lease agreement, as well as an offsetting right-of-use asset. ASU 2016-02 is effective for the Medical Center on October 1, 2021, with early adoption permitted. Lessees (for capital and operating leases) must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements. The modified retrospective approach would not require any transition accounting for leases that expired before the earliest comparative period presented. Lessees may not apply a full retrospective transition approach. The Medical Center is currently evaluating the impact of the pending adoption of ASU 2016-02 on the Medical Center's financial statements.

In November 2016, the FASB issued ASU No. 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash (a consensus of the FASB Emerging Issues Task Force)* (ASU 2016-18), which provides guidance on the presentation of restricted cash or restricted cash equivalents in the statement of cash flows. ASU 2016-18 will be effective for the Medical Center's fiscal year ended September 30, 2020, and early adoption is permitted. ASU 2016-18 must be applied using a retrospective transition method. The Medical Center is currently evaluating the impact of the adoption of this guidance on its financial statements.

In June 2018, the FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made* (ASU 2018-08). Due to diversity in practice, ASU 2018-08 clarifies the definition of an exchange transaction as well as the criteria for evaluating whether contributions are unconditional or conditional. ASU 2018-08 is effective for the Medical Center on October 1, 2019, with early adoption permitted. The Medical Center is currently evaluating the impact that ASU 2018-08 will have on its financial statements.

In August 2018, the FASB issued ASU 2018-13, *Fair Value Measurement (Topic 820): Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurement* (ASU 2018-13). The amendments in this ASU modify the disclosure requirements for fair value measurements for Level 3 assets and liabilities, and eliminate the requirement to disclose transfers between Levels 1 and 2 of the fair value hierarchy, among other modifications. ASU 2018-13 is effective for the Medical Center on October 1, 2020, with early adoption permitted. The Medical Center is currently evaluating the impact that ASU 2018-13 will have on its financial statements.

Subsequent Events

Management of the Medical Center evaluated events occurring between the end of the Medical Center's fiscal year and February 4, 2020, the date the financial statements were available to be issued.

3. Financial Assets and Liquidity Resources

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses, scheduled principal payments on debt, and capital construction costs consisted of the following at September 30, 2019:

Cash and cash equivalents	$ 47,897,010
Short-term investments	4,021,270
Accounts receivable	78,067,491
	$129,985,771

To manage liquidity, the Medical Center maintains sufficient cash and cash equivalent balances to support daily operations throughout the year. Cash and cash equivalents include bank deposits, money market funds, and other similar vehicles that generate a return on cash and provide daily liquidity to the Medical Center. In addition, the Medical Center has board-designated assets that can be utilized at the discretion of management to help fund both operational needs and/or capital projects. As of September 30, 2019, the balance in board-designated assets was approximately $103 million.

4. Net Patient Service Revenue

The following summarizes net patient service revenue for the years ended September 30:

	2019	2018
Gross patient service revenue	$1,401,201,814	$1,309,372,108
Less contractual allowances	(951,717,727)	(873,014,411)
Less provision for doubtful accounts	(20,972,163)	(19,593,714)
Net patient service revenue	$ 428,511,924	$ 416,763,983

The Medical Center maintains contracts with the Social Security Administration ("Medicare") and the State of New Hampshire Department of Health and Human Services ("Medicaid"). The Medical Center is paid a prospectively determined fixed price for each Medicare and Medicaid inpatient acute care service depending on the type of illness or the patient's diagnosis related group classification. Capital costs and certain Medicare and Medicaid outpatient services are also reimbursed on a prospectively determined fixed price. The Medical Center receives payment for other Medicaid outpatient services on a reasonable cost basis which are settled with retroactive adjustments upon completion and audit of related cost finding reports.

Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in net patient service revenues in the year that such amounts become known. The percentage of net patient service revenues earned from the Medicare and Medicaid programs was 38% and 5%, respectively, for the year ended September 30, 2019 and 39% and 5%, respectively, for the year ended September 30, 2018.

4. Net Patient Service Revenue (Continued)

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Medical Center believes that it is in compliance with all applicable 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 (Note 15).

The Medical Center also maintains contracts with certain commercial carriers, health maintenance organizations, preferred provider organizations and state and federal agencies. The basis for payment under these agreements includes prospectively determined rates per discharge and per day, discounts from established charges and fee screens. The Medical Center does not currently hold reimbursement contracts which contain financial risk components.

The approximate percentages of patient service revenues, net of contractual allowances and discounts and provision for doubtful accounts from third-party payors and uninsured patients, are as follows for the years ended September 30:

	Third-Party Payors	Uninsured Patients	Total All Payors
2019			
Net patient service revenues, net of contractual allowance and discounts	99.5%	0.5%	100.0%
2018			
Net patient service revenues, net of contractual allowance and discounts	99.6%	0.4%	100.0%

An estimated breakdown of patient service revenues, net of contractual allowances, discounts and provision for doubtful accounts recognized, is as follows for the years ended September 30 from major payor sources:

	Gross Patient Service Revenues	Contractual Allowances and Discounts	Provision for Doubtful Accounts	Net Patient Service Revenues Less Provision for Doubtful Accounts
2019				
Private payors (includes coinsurance and deductibles)	$ 507,590,533	$(255,769,398)	$ (7,335,140)	$ 244,485,995
Medicaid	147,565,016	(126,294,392)	(258,587)	21,012,037
Medicare	712,776,609	(548,836,484)	(3,196,353)	160,743,772
Self-pay	33,269,656	(20,817,453)	(10,182,083)	2,270,120
	$1,401,201,814	$(951,717,727)	$(20,972,163)	$ 428,511,924

4. Net Patient Service Revenue (Continued)

	Gross Patient Service Revenues	Contractual Allowances and Discounts	Provision for Doubtful Accounts	Net Patient Service Revenues Less Provision for Doubtful Accounts
2018				
Private payors (includes coinsurance and deductibles)	$ 460,815,614	$(221,115,162)	$ (8,909,152)	$ 230,791,300
Medicaid	134,155,231	(111,760,430)	(579,838)	21,814,963
Medicare	684,086,037	(518,673,771)	(2,876,172)	162,536,094
Self-pay	30,315,226	(21,465,048)	(7,228,552)	1,621,626
	$1,309,372,108	$(873,014,411)	$(19,593,714)	$416,763,983

The Medical Center recognizes changes in accounting estimates for net patient service revenues and third-party payor settlements as new events occur or as additional information is obtained. For the year ended September 30, 2019, there were no significant adjustments recorded for changes to prior year estimates. For the year ended September 30, 2018, favorable adjustments recorded for changes to prior year estimates were approximately $1,000,000.

Medicaid Enhancement Tax and Disproportionate Share Payment

Under the State of New Hampshire's (the State) tax code, the State imposes a Medicaid Enhancement Tax (MET) equal to 5.40% of the Medical Center's net patient service revenues, with certain exclusions. The amount of tax incurred by the Medical Center for the years ended September 30, 2019 and 2018 was $21,382,132 and $19,968,497, respectively.

In the fall of 2010, in order to remain in compliance with stated federal regulations, the State of New Hampshire adopted a new approach related to Medicaid disproportionate share funding (DSH) retroactive to July 1, 2010. Unlike the former funding method, the State's approach led to a payment that was not directly based on, and did not equate to, the level of tax imposed. As a result, the legislation created some level of losses at certain New Hampshire hospitals, while other hospitals realized gains. DSH payments from the State are recorded in operating revenues and amounted to $22,566,094 and $17,993,289 for the years ended September 30, 2019 and 2018, respectively, net of reserves referenced below.

The Centers for Medicare and Medicaid Services (CMS) has completed audits of the State's program and the disproportionate share payments made by the State from 2011 through 2014, the first years that those payments reflected the amount of uncompensated care provided by New Hampshire hospitals. It is possible that subsequent years will also be audited by CMS. The Medical Center has recorded reserves to address its potential exposure based on the audit results to date or any future redistributions. During 2019, the Medical Center reduced the recorded reserves by approximately $4,300,000.

5. Property, Plant and Equipment

The major categories of property, plant and equipment are as follows at September 30:

	Useful Lives	2019	2018
Land and land improvements	2-40 years	$ 1,472,137	$ 855,991
Buildings and improvements	2-40 years	106,435,085	97,791,941
Fixed equipment	3-25 years	45,218,504	44,759,299
Movable equipment	3-25 years	153,057,048	137,026,708
Construction in progress		8,002,406	9,259,588
		314,185,180	289,693,527
Less accumulated depreciation and amortization		(195,495,104)	(179,795,294)
Net property, plant and equipment		$ 118,690,076	$ 109,898,233

Depreciation expense amounted to $15,699,810 and $14,928,402 for the years ended September 30, 2019 and 2018, respectively.

The cost of equipment under capital leases was $7,844,527 at September 30, 2019 and 2018. Accumulated amortization of the leased equipment at September 30, 2019 and 2018 was $7,691,462 and $7,059,231, respectively. Amortization of assets under capital leases is included in depreciation and amortization expense.

6. Long-Term Debt and Note Payable

Long-term debt consists of the following at September 30:

	2019	2018
New Hampshire Health and Education Facilities Authority (the Authority) Revenue Bonds:		
Series 2012 Bonds with interest ranging from 4.00% to 5.00% per year and principal payable in annual installments ranging from $1,125,000 to $2,755,000 through July 2032	$ 19,800,000	$ 22,450,000
Series 2015A Bonds with interest at a fixed rate of 2.27% per year and principal payable in annual installments ranging from $185,000 to $1,655,000 through July 2040	21,650,000	22,255,000
Series 2015B with variable interest subject to interest rate swap described below and principal payable in annual installments ranging from $195,000 to $665,000 through July 2036	8,060,000	8,260,000
Series 2017 Bonds with interest ranging from 3.38% to 5.00% per year and principal payable in annual installments ranging from $2,900,000 to $7,545,000 beginning in July 2033 through July 2044	61,115,000	61,115,000
	110,625,000	114,080,000

6. Long-Term Debt and Note Payable (Continued)

	2019	2018
Construction loan – see below	$ 3,513,632	$ –
Capitalized lease obligations	344,079	1,020,278
Unamortized original issue premiums/discounts	5,057,437	5,450,325
Unamortized debt issuance costs	(1,194,718)	(1,190,075)
	118,345,430	119,360,528
Less current portion	(3,924,079)	(4,131,199)
	$114,421,351	$115,229,329

The Authority Revenue Bonds

In December 2012, the Medical Center, in connection with the Authority, issued $35,275,000 of tax-exempt fixed rate revenue bonds (Series 2012). Under the terms of the loan agreements, the Medical Center has granted the Authority a first collateralized interest in all gross receipts and a mortgage lien on existing and future property, plant and equipment. The Medical Center is required to maintain a minimum debt service coverage ratio of 1.20. The Medical Center was in compliance with this covenant as of September 30, 2019. The proceeds of the Series 2012 bond issue were used to advance refund the remaining 2002A Bonds, advance refund certain 2002B Bonds, pay off a short term CAN note and fund certain capital purchases.

On September 3, 2015, the Authority issued $32,720,000 of Revenue Bonds, Catholic Medical Center Issue, Series 2015, consisting of the $24,070,000 aggregate principal amount Series 2015A Bonds and the $8,650,000 aggregate principal amount Series 2015B Bonds sold via direct placement to a financial institution. Although the Series 2015B Bonds were issued, they were not drawn on until July 1, 2016, as discussed below. Under the terms of the loan agreements, the Medical Center has granted the Authority a first collateralized interest in all gross receipts and a mortgage lien on existing and future property, plant and equipment. The Medical Center is required to maintain a minimum debt service coverage ratio of 1.20. The Medical Center was in compliance with this covenant as of September 30, 2019.

The Series 2015A Bonds were issued to provide funds for the purpose of (i) advance refunding a portion of the outstanding 2006 Bonds in an amount of $20,655,000 to the first call date of July 1, 2016, (ii) funding certain construction projects and equipment purchases in an amount of approximately $3,824,000, and (iii) paying the costs of issuance related to the Series 2015 Bonds.

The Series 2015B Bonds were structured as drawdown bonds. On July 1, 2016, the full amount available under the Series 2015B Bonds totaling $8,650,000 was drawn upon and the proceeds in combination with cash contributed by the Medical Center totaling $555,000 were used to currently refund the remaining balance of the Series 2006 Bonds totaling $9,205,000.

6. Long-Term Debt and Note Payable (Continued)

On September 1, 2017, the Authority issued $61,115,000 of Revenue Bonds, Catholic Medical Center Issue, Series 2017. The Series 2017 Bonds were issued to fund various construction projects and equipment purchases, as well as pay certain costs of issuance related to the Series 2017 Bonds. Under the terms of the loan agreements, the Medical Center has granted the Authority a first collateralized interest in all gross receipts and a mortgage lien on existing and future property, plant and equipment. The Medical Center is required to maintain a minimum debt service coverage ratio of 1.20. The Medical Center was in compliance with this covenant as of September 30, 2019.

The Medical Center has an agreement with the Authority, which provides for the establishment of various funds, the use of which is generally restricted to the payment of debt, as well as a construction fund related to the Series 2017 Bonds. These funds are administered by a trustee, and income earned on certain of these funds is similarly restricted.

Construction Loan

On July 1, 2019, the Medical Center established a nonrevolving line of credit up to $10,000,000 with a bank in order to fund the expansion of the Medical Center as discussed in Note 15. The line of credit bears interest at the LIBOR lending rate plus 0.75% (2.84% at September 30, 2019). Advances from the line of credit are available through July 1, 2021, at which time the then outstanding line of credit balance will automatically convert to a term loan. Upon conversion, the Medical Center shall make monthly payments of principal and interest, assuming a 30-year level monthly principal and interest payment schedule, with a final maturity of July 1, 2029. The bank shall compute the schedule of principal payments based on the interest rate applicable on the conversion date. Payments of interest only are due on a monthly basis until the conversion date. The Medical Center has pledged gross receipts as collateral and is also required to maintain a minimum debt service coverage ratio of 1.20. The Medical Center was in compliance with this covenant as of September 30, 2019. As of September 30, 2019, the Medical Center has drawn $3,513,632 on this line of credit.

The aggregate principal payments due on the revenue bonds, capital lease obligations and other debt obligations for each of the five years ending September 30 and thereafter are as follows:

2020	$ 3,924,079
2021	2,416,886
2022	2,545,704
2023	2,767,881
2024	2,860,120
Thereafter	99,968,041
	$114,482,711

Interest paid by the Medical Center totaled $4,390,413 (including capitalized interest of $158,155) for the year ended September 30, 2019 and totaled $3,926,297 (including capitalized interest of $251,490) for the year ended September 30, 2018.

6. **Long-Term Debt and Note Payable (Continued)**

The fair value of the Medical Center's long-term debt is estimated using discounted cash flow analysis, based on the Medical Center's current incremental borrowing rate for similar types of borrowing arrangements. The fair value of the Medical Center's long-term debt, excluding capitalized lease obligations, was approximately $120,300,000 and $114,080,000 at September 30, 2019 and 2018, respectively.

On March 27, 2018, the MOB LLC (a subsidiary of Alliance Enterprises, Inc., which is a subsidiary of the System) refinanced an existing note payable to a term loan totaling $8,130,000. Interest is fixed at 3.71% and is payable monthly. Principal payments of $19,500 are due in monthly installments beginning May 1, 2018, continuing until March 27, 2028, at which time the remaining unpaid principal and interest shall be due in full. Under the terms of the loan agreement, the Medical Center and MOB LLC (the Obligated Group) has granted the bank a first collateralized interest in all gross receipts and a mortgage lien on existing and future property, plant and equipment. The Medical Center and the System also guarantee the note payable. The Obligated Group is required to maintain a minimum debt service coverage ratio of 1.20. The Obligated Group was in compliance with this covenant as of September 30, 2019.

Derivatives

The Medical Center uses derivative financial instruments principally to manage interest rate risk. In January 2016, the Medical Center entered into an interest rate swap agreement with an initial notional amount of $8,650,000 in connection with its Series 2015B Bond issuance. The swap agreement hedges the Medical Center's interest exposure by effectively converting interest payments from variable rates to a fixed rate. The swap agreement is designated as a cash flow hedge of the underlying variable rate interest payments, and changes in the fair value of the swap agreement are reported as a change in net assets without donor restrictions. Under this agreement, the Medical Center pays a fixed rate equal to 1.482%, and receives a variable rate of 69.75% of the one-month LIBOR rate (1.46% at September 30, 2019). Payments under the swap agreement began August 1, 2016 and the agreement will terminate August 1, 2025.

The fair value of the Medical Center's interest rate swap agreement amounted to a liability of $220,010 as of September 30, 2019, which amount has been recorded within accrued pension and other liabilities in the accompanying 2019 balance sheet. The fair value of the Medical Center's interest rate swap agreement amounted to an asset of $262,725 as of September 30, 2018, which amount has been recorded within intangible assets and other in the accompanying 2018 balance sheet. The (decrease) increase in the fair value of this derivative of $(482,735) and $302,826, respectively, has been included within the statements of changes in net assets as a change in net assets without donor restrictions for the years ended September 30, 2019 and 2018.

7. Operating Leases

The Medical Center has various noncancelable agreements to lease various pieces of medical equipment. The Medical Center also has noncancelable leases for office space and its physician practices. Certain real estate leases are with related parties. Total rent expense paid to related parties for the years ended September 30, 2019 and 2018 was $2,470,557 and $2,396,723, respectively. Rental expense under all leases for the years ended September 30, 2019 and 2018 was $5,459,713 and $5,371,336, respectively.

Estimated future minimum lease payments under noncancelable operating leases are as follows:

2020	$ 4,341,378
2021	4,392,246
2022	4,452,544
2023	2,447,919
2024	2,428,338
Thereafter	4,534,987
	$22,597,412

8. Investments and Assets Whose Use is Limited

Investments and assets whose use is limited are comprised of the following at September 30:

	2019		2018	
	Fair Value	Cost	Fair Value	Cost
Cash and cash equivalents	$ 16,779,157	$ 16,779,157	$ 16,330,473	$ 16,330,473
U.S. federal treasury obligations	19,045,894	19,043,708	36,950,913	36,957,748
Marketable equity securities	39,052,447	35,856,117	38,360,061	34,394,784
Fixed income securities	36,384,136	36,288,215	55,768,356	56,864,630
Private investment funds	51,796,283	21,653,351	55,530,346	25,886,418
Pledges receivable	758,184	758,184	–	–
	$163,816,101	$130,378,732	$202,940,149	$170,434,053

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. In determining fair value, the use of various valuation approaches, including market, income and cost approaches, is permitted.

A fair value hierarchy has been established based on whether the inputs to valuation techniques are observable or unobservable. Observable inputs reflect market data obtained from sources independent of the reporting entity and unobservable inputs reflect the entity's own assumptions about how market participants would value an asset or liability based on the best information available. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. The standard describes a fair value hierarchy based on three levels of inputs, of which the first two are considered observable and the last unobservable, that may be used to measure fair value.

8. Investments and Assets Whose Use is Limited (Continued)

The following describes the hierarchy of inputs used to measure fair value and the primary valuation methodologies used by the Medical Center for financial instruments measured at fair value on a recurring basis. The three levels of inputs are as follows:

Level 1 — Observable inputs such as quoted prices in active markets;

Level 2 — Inputs, other than the quoted prices in active markets, that are observable either directly or indirectly; and

Level 3 — Unobservable inputs in which there is little or no market data.

Assets and liabilities measured at fair value are based on one or more of three valuation techniques. The three valuation techniques are as follows:

- *Market approach* – Prices and other relevant information generated by market transactions involving identical or comparable assets or liabilities;
- *Cost approach* – Amount that would be required to replace the service capacity of an asset (i.e., replacement cost); and
- *Income approach* – Techniques to convert future amounts to a single present amount based on market expectations (including present value techniques).

In determining the appropriate levels, the Medical Center performs a detailed analysis of the assets and liabilities. There have been no changes in the methodologies used at September 30, 2019 and 2018.

The following is a description of the valuation methodologies used:

U.S. Federal Treasury Obligations and Fixed Income Securities

The fair value is determined by using broker or dealer quotations, external pricing providers, or alternative pricing sources with reasonable levels of price transparency. The Medical Center holds fixed income mutual funds and exchange traded funds, governmental and federal agency debt instruments, municipal bonds, corporate bonds, and foreign bonds which are primarily classified as Level 1 within the fair value hierarchy.

Marketable Equity Securities

Marketable equity securities are valued based on stated market prices and at the net asset value of shares held by the Medical Center at year end, which generally results in classification as Level 1 within the fair value hierarchy.

8. Investments and Assets Whose Use is Limited (Continued)

Private Investment Funds

The Medical Center invests in private investment funds that consist primarily of limited partnership interests in investment funds, which, in turn, invest in diversified portfolios predominantly comprised of equity and fixed income securities, as well as options, futures contracts, and some other less liquid investments. Management has approved procedures pursuant to the methods in which the Medical Center values these investments, which ordinarily will be the amount equal to the pro-rata interest in the net assets of the limited partnership, as such value is supplied by, or on behalf of, each investment manager from time to time, usually monthly and/or quarterly.

Medical Center management is responsible for the fair value measurements of investments reported in the financial statements. Such amounts are generally determined using audited financial statements of the funds and/or recently settled transactions. Because of inherent uncertainty of valuation of certain private investment funds, the estimate of the fund manager or general partner may differ from actual values, and differences could be significant. Management believes that reported fair values of its private investment funds at the balance sheet dates are reasonable.

Fair Value on a Recurring Basis

The following table presents information about the Medical Center's assets and liabilities measured at fair value on a recurring basis based upon the lowest level of significant input to the valuations at September 30.

	Level 1	Level 2	Level 3	Total
2019				
Assets				
Cash and cash equivalents	$ 16,779,157	$ –	$ –	$ 16,779,157
U.S. federal treasury obligations	19,045,894	–	–	19,045,894
Marketable equity securities	39,052,447	–	–	39,052,447
Fixed income securities	36,384,136	–	–	36,384,136
Pledges receivable	–	–	758,184	758,184
	$111,261,634	$ –	$758,184	112,019,818
Investments measured at net asset value:				
Private investment funds				51,796,283
Total assets at fair value				$163,816,101
Liabilities				
Interest rate swap agreement	$ –	$ –	$220,010	$ 220,010

8. **Investments and Assets Whose Use is Limited (Continued)**

	Level 1	Level 2	Level 3	Total
2018				
Assets				
Cash and cash equivalents	$ 16,330,473	$ –	$ –	$ 16,330,473
U.S. federal treasury obligations	36,950,913	–	–	36,950,913
Marketable equity securities	38,360,061	–	–	38,360,061
Fixed income securities	55,768,356	–	–	55,768,356
Interest rate swap agreement	–	–	262,725	262,725
	$147,409,803	$ –	$262,725	147,672,528
Investments measured at net asset value:				
Private investment funds				55,530,346
Total assets at fair value				$203,202,874

The following table presents the assets (liabilities) carried at fair value as of September 30, 2019 and 2018 that are classified within Level 3 of the fair value hierarchy.

	Pledges Receivable
Balance at September 30, 2018	$ –
Net activity	758,184
Balance at September 30, 2019	$ 758,184

	Interest Rate Swap Agreement
Balance at September 30, 2017	$ (40,101)
Unrealized gains	302,826
Balance at September 30, 2018	262,725
Unrealized losses	(482,735)
Balance at September 30, 2019	$(220,010)

There were no significant transfers between Levels 1, 2 or 3 for the years ended September 30, 2019 or 2018.

8. Investments and Assets Whose Use is Limited (Continued)

Net Asset Value Per Share

The following table discloses the fair value and redemption frequency of those assets whose fair value is estimated using the net asset value per share practical expedient at September 30:

Category	Fair Value	Unfunded Commitments	Redemption Frequency	Notice Period
2019				
Private investment funds	$48,155,175	$ –	Daily/monthly	2-30 day notice
Private investment funds	3,641,108	–	Quarterly	30 day notice
2018				
Private investment funds	$52,108,790	$ –	Daily/monthly	2-30 day notice
Private investment funds	3,421,556	–	Quarterly	30 day notice

Investment Strategies

U.S. Federal Treasury Obligations and Fixed Income Securities

The primary purpose of these investments is to provide a highly predictable and dependable source of income, preserve capital, reduce the volatility of the total portfolio, and hedge against the risk of deflation or protracted economic contraction.

Marketable Equity Securities

The primary purpose of equity investments is to provide appreciation of principal and growth of income with the recognition that this requires the assumption of greater market volatility and risk of loss. The total equity portion of the portfolio will be broadly diversified according to economic sector, industry, number of holdings and other characteristics, including style and capitalization. The Medical Center may employ multiple equity investment managers, each of whom may have distinct investment styles. Accordingly, while each manager's portfolio may not be fully diversified, it is expected that the combined equity portfolio will be broadly diversified.

Private Investment Funds

The primary purpose of private investment funds is to provide further portfolio diversification and to reduce overall portfolio volatility by investing in strategies that are less correlated with traditional equity and fixed income investments. Private investment funds may provide access to strategies otherwise not accessible through traditional equities and fixed income such as derivative instruments, real estate, distressed debt and private equity and debt.

8. Investments and Assets Whose Use is Limited (Continued)

Fair Value of Other Financial Instruments

Other financial instruments consist of accounts receivable, accounts payable and accrued expenses, amounts payable to third-party payors and long-term debt. The fair value of all financial instruments other than long-term debt approximates their relative book values as these financial instruments have short-term maturities or are recorded at amounts that approximate fair value. See Note 6 for disclosure of the fair value of long-term debt.

9. Retirement Benefits

As previously discussed in Note 2, the Plan provides retirement benefits for certain employees of an affiliated organization. The disclosure below provides information for the Plan as a whole. A reconciliation of the changes in the Catholic Medical Center Pension Plan and the Medical Center's Supplemental Executive Retirement Plan projected benefit obligations and the fair value of assets for the years ended September 30, 2019 and 2018, and a statement of funded status of the plans for both years is as follows:

	Catholic Medical Center Pension Plan		Pre-1987 Supplemental Executive Retirement Plan	
	2019	2018	2019	2018
Changes in benefit obligations:				
Projected benefit obligations at beginning of year	$(270,114,507)	$(284,200,778)	$(4,140,755)	$(4,567,286)
Service cost	(1,500,000)	(1,500,000)	–	–
Interest cost	(11,301,910)	(10,628,197)	(154,744)	(140,414)
Benefits paid	7,935,050	7,117,759	408,853	411,692
Actuarial (loss) gain	(48,841,695)	17,666,264	(174,264)	155,253
Expenses paid	1,468,125	1,430,445	–	–
Projected benefit obligations at end of year	(322,354,937)	(270,114,507)	(4,060,910)	(4,140,755)
Changes in plan assets:				
Fair value of plan assets at beginning of year	185,414,590	181,485,201	–	–
Actual return on plan assets	5,194,931	12,074,468	–	–
Employer contributions	8,141,191	403,125	408,853	411,692
Benefits paid	(7,935,050)	(7,117,759)	(408,853)	(411,692)
Expenses paid	(1,468,125)	(1,430,445)	–	–
Fair value of plan assets at end of year	189,347,537	185,414,590	–	–
Funded status of plan at September 30	$(133,007,400)	$ (84,699,917)	$(4,060,910)	$(4,140,755)

9. **Retirement Benefits (Continued)**

	Catholic Medical Center Pension Plan		Pre-1987 Supplemental Executive Retirement Plan	
	2019	2018	2019	2018
Amounts recognized in the balance sheets consist of:				
Current liability	$ –	$ –	$ (391,100)	$ (398,750)
Noncurrent liability	(133,007,400)	(84,699,917)	(3,669,810)	(3,742,005)
	$(133,007,400)	$ (84,699,917)	$(4,060,910)	$ (4,140,755)

The net loss for the defined benefit pension plans that will be amortized from net assets without donor restrictions into net periodic benefit cost over the next fiscal year is $4,607,147.

The current portion of accrued pension costs included in the above amounts for the Medical Center amounted to $391,100 and $398,750 at September 30, 2019 and 2018, respectively, and has been included in accounts payable and accrued expenses in the accompanying balance sheets.

The amounts recognized in net assets without donor restrictions for the years ended September 30 consist of:

	Catholic Medical Center Pension Plan		Pre-1987 Supplemental Executive Retirement Plan	
	2019	2018	2019	2018
Amounts recognized in the balance sheets – total plan:				
Net assets without donor restrictions:				
Net loss	$(160,478,700)	$(105,860,712)	$(2,141,585)	$ (2,102,034)
	$(160,478,700)	$(105,860,712)	$(2,141,585)	$ (2,102,034)

Net periodic pension cost includes the following components for the years ended September 30:

	Catholic Medical Center Pension Plan		Pre-1987 Supplemental Executive Retirement Plan	
	2019	2018	2019	2018
Service cost	$ 1,500,000	$ 1,500,000	$ –	$ –
Interest cost	11,301,910	10,628,197	154,744	140,414
Expected return on plan assets	(13,738,629)	(13,110,637)	–	–
Amortization of actuarial loss	2,767,405	3,275,000	134,713	147,466
Net periodic pension cost	$ 1,830,686	$ 2,292,560	$289,457	$ 287,880

9. **Retirement Benefits (Continued)**

Other changes in plan assets and benefit obligations recognized in net assets without donor restrictions for the years ended September 30 consist of:

	Catholic Medical Center Pension Plan		Pre-1987 Supplemental Executive Retirement Plan	
	2019	2018	2019	2018
Net loss (gain)	$57,388,232	$(16,630,095)	$ 174,264	$ (155,253)
Amortization of actuarial loss	(2,767,405)	(3,275,000)	(134,713)	(147,466)
Net amount recognized	$54,620,827	$(19,905,095)	$ 39,551	$ (302,719)

The investments of the plans are comprised of the following at September 30:

	Target Allocation		Catholic Medical Center Pension Plan	
	2019	2018	2019	2018
Cash and cash equivalents	5.0%	0.0%	3.5%	1.1%
Equity securities	65.0	70.0	68.5	66.2
Fixed income securities	20.0	20.0	24.6	23.7
Other	10.0	10.0	3.4	9.0
	100.0%	100.0%	100.0%	100.0%

The assumption for the long-term rate of return on plan assets has been determined by reflecting expectations regarding future rates of return for the investment portfolio, with consideration given to the distribution of investments by asset class and historical rates of return for each individual asset class.

The weighted-average assumptions used to determine the defined benefit pension plan obligations at September 30 are as follows:

	Catholic Medical Center Pension Plan		Pre-1987 Supplemental Executive Retirement Plan	
	2019	2018	2019	2018
Discount rate	3.12%	4.23%	2.70%	3.93%
Rate of compensation increase	N/A	N/A	N/A	N/A

9. Retirement Benefits (Continued)

The weighted-average assumptions used to determine the defined benefit pension plan net periodic benefit costs for the years ended September 30 are as follows:

	Catholic Medical Center Pension Plan		Pre-1987 Supplemental Executive Retirement Plan	
	2019	2018	2019	2018
Discount rate	4.23%	3.79%	3.93%	3.22%
Rate of compensation increase	N/A	N/A	N/A	N/A
Expected long-term return on plan assets	7.30%	7.30%	N/A	N/A

The Medical Center expects to make employer contributions totaling $6,500,000 to the Catholic Medical Center Pension Plan for the fiscal year ending September 30, 2020. Expected employer contributions to the Pre-1987 Supplemental Executive Retirement Plan for the fiscal year ending September 30, 2020 are not expected to be significant.

The benefits, which reflect expected future service, as appropriate, expected to be paid for the years ending September 30 are as follows:

	Catholic Medical Center Pension Plan	Pre-1987 Supplemental Executive Retirement Plan
2020	$ 9,243,136	$ 396,345
2021	9,993,328	381,634
2022	10,827,746	366,382
2023	11,705,953	350,590
2024	12,473,696	334,272
2025 - 2029	72,831,683	1,409,626

The Medical Center contributed $8,141,191 and $408,853 to the Catholic Medical Center Pension Plan and the Pre-1987 Supplemental Executive Retirement Plan, respectively, for the year ended September 30, 2019. The Medical Center contributed $403,125 and $411,692 to the Catholic Medical Center Pension Plan and the Pre-1987 Supplemental Executive Retirement Plan, respectively, for the year ended September 30, 2018. The Medical Center plans to make any necessary contributions during the upcoming fiscal 2020 year to ensure the plans continue to be adequately funded given the current market conditions.

9. Retirement Benefits (Continued)

The following fair value hierarchy table presents information about the financial assets of the above plans measured at fair value on a recurring basis based upon the lowest level of significant input valuation as of September 30:

	Level 1	Level 2	Level 3	Total
2019				
Cash and cash equivalents	$ 6,533,857	$ –	$ –	$ 6,533,857
Marketable equity securities	48,189,852	–	–	48,189,852
Fixed income securities	46,506,391	–	–	46,506,391
	$101,230,100	$ –	$ –	101,230,100
Investments measured at net asset value:				
Private investment funds				88,117,437
Total assets at fair value				$189,347,537
2018				
Cash and cash equivalents	$ 2,135,972	$ –	$ –	$ 2,135,972
Marketable equity securities	38,773,946	–	–	38,773,946
Fixed income securities	43,989,255	–	–	43,989,255
	$ 84,899,173	$ –	$ –	84,899,173
Investments measured at net asset value:				
Private investment funds				100,515,417
Total assets at fair value				$185,414,590

10. Related Party Transactions

During 2019 and 2018, the Medical Center made and received transfers of net assets (to) from affiliated organizations as follows:

	2019	2018
Alliance Health Services	$ (5,650,000)	$ (4,130,000)
Physician Practice Associates	(42,163,000)	(31,967,000)
Alliance Ambulatory Service	2,500,000	1,650,000
Alliance Resources	(700,000)	(1,092,878)
NH Medical Laboratory	(120,167)	(42,936)
Saint Peter's Home	(477)	(10)
MOB LLC	–	(200,000)
	$ (46,133,644)	$ (35,782,824)

10. Related Party Transactions (Continued)

The Medical Center entered into various other transactions with the aforementioned related organizations. The net effect of these transactions was an amount due to affiliates of $991,062 and $1,477,267 at September 30, 2019 and 2018, respectively. See Note 7 for related party leasing activity.

The Medical Center has engaged in various transactions with GraniteOne, HH and MCH. The Medical Center recognized approximately $3.3 million and $3.4 million in revenue from these related parties for the years ended September 30, 2019 and 2018, respectively, which is reflected within other revenues in the accompanying statements of operations. The Medical Center also incurred expenses to these related parties of approximately $2.5 million and $399,000 for the years ended September 30, 2019 and 2018, respectively, of which $800,000 and $399,000, respectively, is reflected within operating expenses. Additionally, approximately $1.7 million as of September 30, 2019, is reflected within nonoperating gains (losses) in the accompanying statement of operations for the year ended September 30, 2019. As of September 30, 2019, the Medical Center had a net amount due from these related parties of approximately $2.6 million, of which $4.4 million is reflected within other current assets and $1.8 million is reflected within accounts payable and accrued expenses in the accompanying 2019 balance sheet. As of September 30, 2018, the Medical Center has a net amount due from these related parties of approximately $507,000, which is reflected within other current assets in the accompanying 2018 balance sheet.

11. Functional Expenses

The Medical Center provides general health care services to residents within its geographic location including inpatient, outpatient and emergency care. Expenses related to providing these services are as follows at September 30, 2019:

	Healthcare Services	General and Administrative	Total
Salaries, wages and fringe benefits	$188,050,439	$39,509,036	$227,559,475
Supplies and other	129,874,004	31,408,147	161,282,151
New Hampshire Medicaid enhancement tax	21,382,132	–	21,382,132
Depreciation and amortization	10,590,236	5,151,583	15,741,819
Interest	3,178,047	735,888	3,913,935
	$353,074,858	$76,804,654	$429,879,512

For the year ended September 30, 2018, the Medical Center provided $332,542,503 in health services expenses and $77,727,536 in general and administrative expenses.

The financial statements report certain expense categories that are attributable to more than one healthcare service or support function. Therefore, these expenses require an allocation on a reasonable basis that is consistently applied. Costs not directly attributable to a function, such as depreciation and interest, are allocated to a function based on square footage. Supporting activities that are not directly identifiable with one or more healthcare programs are classified as general and administrative. If it is impossible or impractical to make a direct identification, allocation of the expenses were made according to management's estimates. Employee benefits are allocated in accordance with the ratio of salaries and wages of the functional classes. Specifically identifiable costs are assigned to the function which they are identified to.

12. Concentration of Credit Risk

The Medical Center grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payor agreements. The mix of receivables from patients and third-party payors is as follows at September 30:

	2019	2018
Medicare	45%	44%
Medicaid	12	13
Commercial insurance and other	25	23
Patients (self pay)	5	8
Anthem Blue Cross	13	12
	100%	100%

13. Endowments and Net Assets With Donor Restrictions

Endowments

In July 2008, the State of New Hampshire enacted a version of UPMIFA (the Act). The new law, which had an effective date of July 1, 2008, eliminates the historical dollar threshold and establishes prudent spending guidelines that consider both the duration and preservation of the fund. As a result of this enactment, subject to the donor's intent as expressed in a gift agreement or similar document, a New Hampshire charitable organization may now spend the principal and income of an endowment fund, even from an underwater fund, after considering the factors listed in the Act.

Endowment net assets consist of the following at September 30:

	Without Donor Restrictions	With Donor Restrictions	Total
2019			
Board-designated endowment funds	$102,949,965	$ –	$102,949,965
Donor-restricted endowment funds:			
Original donor-restricted gift amount and amounts required to be maintained in perpetuity by donor	–	7,342,731	7,342,731
Accumulated investment gains	–	2,902,160	2,902,160
Total endowment net assets	$102,949,965	$10,244,891	$113,194,856

13. **Endowments and Net Assets With Donor Restrictions (Continued)**

	Without Donor Restrictions	With Donor Restrictions	Total
2018			
Board-designated endowment funds	$ 99,976,116	$ –	$ 99,976,116
Donor-restricted endowment funds:			
Original donor-restricted gift amount and amounts required to be maintained in perpetuity by donor	–	7,342,731	7,342,731
Accumulated investment gains	–	3,084,087	3,084,087
Total endowment net assets	$ 99,976,116	$10,426,818	$110,402,934

Changes in endowment net assets consisted of the following for the years ended September 30:

	Without Donor Restrictions	With Donor Restrictions	Total
Balance at September 30, 2017	$ 94,579,515	$ 9,726,007	$104,305,522
Investment return, net	5,268,001	430,243	5,698,244
Contributions	–	646,924	646,924
Appropriation for operations	–	(247,756)	(247,756)
Appropriation for capital	128,600	(128,600)	–
Balance at September 30, 2018	99,976,116	10,426,818	110,402,934
Investment return, net	2,539,839	(63,353)	2,476,486
Contributions	–	536,316	536,316
Appropriation for operations	–	(220,880)	(220,880)
Appropriation for capital	434,010	(434,010)	–
Balance at September 30, 2019	$102,949,965	$10,244,891	$113,194,856

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires the Medical Center to retain as a fund of perpetual duration. There were no such deficiencies as of September 30, 2019 or 2018.

13. Endowments and Net Assets With Donor Restrictions (Continued)

Net Assets With Donor Restrictions

Net assets with donor restrictions are available for the following purposes at September 30:

	2019	2018
Funds subject to use or time restrictions:		
Capital acquisitions	$ 258,494	$ 37,941
Health education	909,765	899,288
Indigent care	168,437	253,492
Pledges receivable	758,184	–
	2,094,880	1,190,721
Funds of perpetual duration	9,150,011	9,236,097
	$11,244,891	$10,426,818

14. Investments in Joint Venture

The Medical Center, along with four other participating hospitals and Tufts Health Plan, formed Tufts Health Freedom Plan (THFP), a joint venture. THFP is a health insurance company which began operations as of January 1, 2016. The Medical Center has an approximate 12% ownership interest in this joint venture. Selected financial information relating to this joint venture for the years ended September 30, 2019 and 2018 is not shown as such amounts are not significant to the financial statements.

15. Commitments and Contingencies

Litigation

Various legal claims, generally incidental to the conduct of normal business, are pending or have been threatened against the Medical Center. The Medical Center intends to defend vigorously against these claims. While ultimate liability, if any, arising from any such claim is presently indeterminable, it is management's opinion that the ultimate resolution of these claims will not have a material adverse effect on the financial condition of the Medical Center.

Regulatory

The healthcare industry is subject to numerous laws and regulations of federal, state, and local governments. Government activity continues with respect to investigations and allegations concerning possible violations by health care providers of fraud and abuse statutes and regulations, which could result in the imposition of significant fines and penalties as well as significant repayments for patient services previously billed. Compliance with such laws and regulations are subject to government review and interpretations as well as regulatory actions unknown or unasserted at this time.

15. Commitments and Contingencies (Continued)

Development Agreement

During fiscal year 2019, the Medical Center entered into a development agreement with PJC Manchester Realty, LLC ("Rite Aid") in regards to the Medical Center's acquisition of certain property owned by Rite Aid. Under the development agreement, the Medical Center acquired the property from Rite Aid for approximately $6.9 million, inclusive of certain costs expected to be incurred to construct a new building that Rite Aid will own and occupy at a separate location. The purchase of the property from Rite Aid allows the Medical Center to expand its campus. As the Medical Center retains title to the project until such time of the second closing, as defined within the development agreement, amounts paid under the development agreement are recorded by the Medical Center as land acquisition costs, and totaled approximately $4.6 million as of September 30, 2019.

The Medical Center has outstanding construction commitments related to this project totaling approximately $8.1 million at September 30, 2019.

Catholic Medical Center
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SHILO LAVENSKIE

SUMMARY

Results-focused healthcare professional with strength in compassion, work ethic and organization. Proactive leader with strengths in communication and collaboration. Proficient in leveraging importance of healthcare and cancer screening knowledge to promote cancer screenings. Adept at managing concurrent objectives to promote efficiency and influence positive outcomes.

SKILLS

- HIPAA guidelines
- Health coaching
- Chronic disease rates
- Organized and detail-oriented
- Microsoft Office proficiency
- Materials development
- Team assignments
- Schedule management
- Training skills
- Resource advocacy
- Organizational skills
- Friendly, positive attitude
- Reliable and trustworthy
- Decision-making
- Analytical
- Time management
- Project planning
- First Aid/CPR

EXPERIENCE

CATHOLIC MEDICAL CENTER

Manchester, NH

Community Health Worker 05/2019 to Current

- Assisted individuals with navigating health care systems, appointments and classes.
- Helped people enroll in programs, arrange transportation and coordinate paperwork.
- Assisted BCCP during outreach situations by handling administrative tasks, conducting research and using community resources.
- Answered calls and interacted with community members to provide information on advocacy and BCCP services.
- Applied concise time-management to meet deadlines.
- Acquired and maintained knowledge of with all State, CDC and Hospital policies and procedures.
- Returned calls, emails and faxes according to CMC and BCCP policy.
- Developed and maintained working knowledge of all BCCP enrollment guidelines and regulatory rules.
- Distributed flyers, brochures or other informational or educational documents to inform members of targeted community.
- Performed basic screening procedures such cervical and breast cancer screening or communicable disease screening.
- Contributed to development, planning and completion of project initiatives and BCCP program at CMC.
- Maintained updated CHW knowledge through CHW training classes and attending relevant presentations and symposiums.

CATHOLIC MEDICAL CENTER

Manchester, NH

CMA 04/2012 to Current

- Administered rapid tests such as Flu and A1c to help clinical staff assess conditions.
- Assessed, documented and monitored vital signs for more than 20 patients per day.
- Prepared treatment rooms for patients, including cleaning surfaces and restocking supplies.
- Assisted with diagnostic testing by collecting and packaging biological specimens for internal and laboratory analyses.
- Contributed to efficient office operations by triaging patients by severity of medical complaint.
- Relayed messages from patients to physicians about concerns, condition updates or refill requests to facilitate effective treatment.
- Organized charts, documents and supplies to maintain team efficiency.
- Completed basic physical assessments of acute and chronic patients to provide optimal care.
- Verified appointment times with patients, preparing charts, pre-admission and consent forms.
- Scheduled appointments for patients via phone and in person.

- Contacted pharmacies to submit and refill patients' prescriptions.
- Recorded vital signs and medical history for scheduled patients each appointment.
- Monitored medical supply levels to confirm sufficient stock, promptly placing replenishment orders before depletion.
- Maintained working condition of equipment by closely following operating instructions, troubleshooting breakdowns, performing preventive maintenance and calling for repairs.
- Secured patient information and maintained patient confidence by completing and safeguarding medical records.
- Transmitted physician's orders to patients, counseling on execution and addressing follow-up questions.
- Led patients to exam rooms, answered general questions and prepared patients for physician by explaining process.
- Educated patients about medications, procedures and physician's instructions.
- Collected forms, copied insurance cards and coordinated patient information for billing and insurance processing.
- Performed preliminary physical tests, such as taking blood pressure, weight and temperature, accurately recording results in patient history summary.
- Interviewed patients to verify information, record medical history and confirm purpose of visit.

EDUCATION AND TRAINING

CMA CERTIFICATION: CERTIFIED MEDICAL ASSISTANT PHLEBOTOMIST 01/1997
North East Career School, Manchester, NH

- Completed coursework in medication management, vaccines , patient assesment,and point of care testing

ASSOCIATE OF SCIENCE: HEATH CARE / LIBERAL ARTS 05/2007
NHTI - Concord's Community College, Concord, NH

- Phi Theta Kappa National and International High Honor Member

CERTIFIED MEDICAL ASSISTANT: HEALTH CARE 12/2020
AAMA, National

- Recertification completed every five years since 1997, AAMA Member

CERTIFIED HEALTH WORKER: FAMILY AND COMMUNITY SERVICES 06/2020
Southern New Hampshire University, Hooksett, NH

ACCOMPLISHMENTS

- Created highly effective new BCCP mission at CMC that significantly impacted efficiency and improved operations.
- NH Coalition for CHW member
- Developed relationships with patients / healthcare staff and exceeded projected screening rates 2019-2020
- Improved screening rates by outreach, realizing overall increase in customer satisfaction and cost efficiency.

ACTIVITIES AND HONORS

- Member, Alumni Association NHTI

CERTIFICATIONS

- AAMA Certified Medical Assistant, - 1997 - current
- Certified CHW, - 2019-current
- Phlebotomy Training - 1997
- CPR/ BLS/ First Aid- 1997-current

TIMOTHY M. SOUCY, MPH

SUMMARY OF QUALIFICATIONS

- Senior Leadership Team Member, Catholic Medical Center
- 28-Year Manchester Health Department Employee, 12-Years as Public Health Director
- Recognized Public Health Leader in the City of Manchester and State of New Hampshire
- Experienced in Managing Employees, Budgets and Community Collaborations
- Lifelong Manchester, New Hampshire Resident

EDUCATION

▪ Master of Public Health Degree Boston, Massachusetts	May 1998	Boston University School of Public Health Concentration: Environmental Health
▪ Bachelor of Science Degree Burlington, Vermont	May 1989	University of Vermont Major: Biology

PROFESSIONAL EXPERIENCE

8/20 – Present: Senior Executive Director – Support Services & Mission, Catholic Medical Center

Catholic Medical Center (CMC) is a nonprofit 330-bed acute-care hospital and regional health system based in Manchester, New Hampshire. The Senior Executive Director of Support Services and Mission oversees the delivery of CMC Support Services including Security, Telecommunications, Patient Transport, Food and Nutrition Services, Environmental Services, Facilities, Safety Officer, as well as Emergency Management and Project Management. In addition, the Senior Executive Director performs the duties of the Executive Director of Community Health & Mission as outlined below.

9/18 – 7/20: Executive Director - Community Health & Mission, Catholic Medical Center

The Executive Director of Community Health & Mission is responsible assessing, evaluating and prioritizing community needs and identifying CMC's role in meeting these needs through the completion on the annual Community Benefit Report and the Community Health Implementation Plan. In addition, the Executive Director manages the delivery of CMC's Community Health Services including Healthcare for the Homeless, Poisson Dental Facility, Medication Assistance Program, Breast and Cervical Cancer Screening Program, Veteran's Care Coordination, 1115 Waiver -Integrated Delivery Network, The Doorway of Greater Manchester, Women's Wellness and Fertility Clinic and the Office of Catholic Identity. The Executive Director rotates as the Administrator on Call for the hospital, serves on multiple hospital committees and acts as a liaison between the hospital and the Community.

12/06 – 8/18: Public Health Director, City of Manchester

The Public Health Director serves as the Chief Administrative Officer for the Manchester Health Department providing administrative oversight to all operations and activities including exclusive personnel responsibility, supervisory authority and budgetary authority. The Public Health Director oversees the routine assessment of the health of the community and recommends appropriate policies, ordinances and programs to improve the health of the community. The Public Health Director oversees

investigations, communicable disease control, environmental inspections and investigations necessary to protect the public health and is also responsible for the provision of school health services in Manchester. The Public Health Director serves as the CEO of the Manchester Health Care for the Homeless Program (330-h) and has overseen the AmeriCorps VISTA Program and Weed & Seed Strategy.

11/02 – 12/06: Public Health Preparedness Administrator, City of Manchester

In addition to carrying out all of the functions as the Chief of Environmental Health, the Public Health Preparedness Administrator planned, directed and supervised all activities to assure local readiness, interagency collaboration, and preparedness for bioterrorism, outbreaks of infectious disease, and other public health emergencies. The Public Health Preparedness Administrator routinely participated in City Emergency Operations Center activations, sheltering operations and hospital preparedness activities.

08/94 – 11/02: Chief, Division of Environmental Health, City of Manchester

The Chief of Environmental Health planned, directed and supervised all environmental health activities carried out within the City. Evaluated and recommended public health standards, ordinances and legislation. Advised governmental leaders, community representatives, and the general public on environmental health issues. Planned and conducted professional public health training programs. Coordinated epidemiological investigations for specific disease outbreaks. Supervised division staff and evaluated personnel performance.

02/90 - 08/94: Environmental Health Specialist / Sanitarian, City of Manchester

The Environmental Health Specialist / Sanitarian performed duties related to a comprehensive environmental health program, including, but not limited to inspection of food service facilities, investigation of foodborne illnesses, inspection of institutional facilities, swimming pool inspections, indoor air quality investigations, inspections of septic systems, investigation of public health nuisances, and investigation of childhood lead poisoning cases.

HONORS, RECOGNITIONS, APPOINTMENTS AND PRESENTATIONS

- Timothy M. Soucy Day in the City of Manchester, August 31, 2018
- Fellow, Kresge Foundation, Emerging Leader in Public Health, 2017-2018
- Robert Wood Johnson Foundation, Culture of Health Prize Award – City of Manchester, 2016
- Appointee, Network4Health Steering Committee, 2016 –Present
- Appointee, Governor's Advisory Board, State Innovation Model, 2015 –2017
- Graduate, Leadership Greater Manchester, Greater Manchester Chamber of Commerce, 2016
- Friend of Public Health Award, New Hampshire Public Health Association, 2015
- Presenter, NACCHO Survive and Thrive Leadership Graduation, 2013
- Appointee, New Hampshire Health Exchange Advisory Board, 2012 - 2016
- Poster Session, NACCHO Annual Conference, 2010
- Presenter, NALBOH Annual Conference, 2009
- Presented with Key to the City, Honorable Mayor Frank C. Guinta, 2009

TIMOTHY M. SOUCY, MPH

- Vice-Chair, Survive & Thrive Workgroup, NACCHO, 2009 – 2013
- Fellow, Survive & Thrive, National Association of County & City Health Officials, 2008 – 2009
- Guest Lecturer, University of New Hampshire, MPH Program, Law School and Undergraduate Programs, 2006- Present
- Associate, Leadership New Hampshire, Class of 2005
- 40 Under Forty, The Union Leader & Business and Industry Association of NH, Class of 2004
- Appointee, Legislative Study Committee for Public Health and the Environment, 2000-2003
- Inductee, Delta Omega Honor Society, Boston University School of Public Health 1998

COMMUNITY and VOLUNTEER ACTIVITIES

- Member, New Hampshire Guild of Catholic Healthcare Professionals, 2019 - Present
- New Hampshire Charitable Foundation, Manchester Regional Advisory Board , 2019 – Present
- City of Manchester Homeless Task Force, 2019
- Decade Knight, West High School Blue Knight Foundation, 2016 – Present
- Member, Manchester Historic Association, 2016 – Present
- Leadership Greater Manchester Steering Committee, Greater Manchester Chamber of Commerce, 2008 – Present
- Member, 100 Club of New Hampshire, 2008- Present
- Member, Board of Directors, Families in Transition, Housing Benefits, Inc., 2010 – 2019
- Volunteer, Dance Visions Network, 2007 - Present
- Health Department Campaign Coordinator & Leadership Donor, Granite United Way, 2008 – 18
- Member, Greater Manchester Mental Health Center CEO Search Committee, 2015
- Member, Manchester Community Health Center CEO Search Committee, 2013
- Member, Management Team, Manchester Homeless Day Center, 2012 - 2015
- Member, Board of Directors, Mental Health Center of Greater Manchester, 2008 – 2015 (Board Chair 2012-2014)
- Member, Seniors Count Collaborating Council, Easter Seals of New Hampshire, 2006 - 2014
- Member, Board of Directors, New Horizons for New Hampshire, 2004 – 2010 (Board President 2007-2009)
- Coach, Parker Varney Girls Basketball Team, 2004-2005
- Assistant Coach, Rising Stars Recreation Soccer League, 2002
- Assistant Coach, Manchester Angels Recreation Soccer League, 2001-2003
- Member, Advisory Council, Endowment for Health, Inc. 2000-2003
- Assistant Coach, Manchester West Junior Soccer League, 2000-2003
- Assistant Coach, Manchester West Junior Deb Softball League, 2000
- Member, Allocations Committee, United Way of Greater Manchester, 1998-2003

TIMOTHY M. SOUCY, MPH

CITY OF MANCHESTER ACTIVITIES

- Acting Director, City of Manchester Welfare Department, 2018
- Co-Chair, Mayor's Opioid Task Force, 2018
- Mentor, City of Manchester Leadership Academy, 2016 - 2018
- Appointee, City of Manchester 911 Ambulance Review Committee, 2013 - 2018
- Appointee, City of Manchester Enterprise Resource Planning Committee, 2012 – 2018
- Appointee, City of Manchester Labor / Management Committee, 2011 – 2018
- Appointee, City of Manchester Local Emergency Planning Committee, 2011 – 2018
- Appointee, City of Manchester Refugee and Immigrant Integration Task Force, 2010 - 2018
- Appointee, City of Manchester 10-Year Plan to End Homelessness, 2010 - 2018
- Appointee, City of Manchester Quality Council, 2008 – 2018
- Appointee, City of Manchester AFSCME Sick Leave Bank, 2006 - 2018

CATHOLIC MEDICAL CENTER ACTIVITIES

- Millworks Condominium Association 2019 – Present (President 2020 – Present)
- Human Trafficking Committee, 2019- Present
- Behavioral Health Clinical Learning Collaborative, 2019 – Present
- CMC / DH Behavioral Health Integration Committee, 2019 – Present
- CMC Board of Directors, Ethics & Mission Committee, 2018 – Present
- Environment of Care Committee, 2018 – Present
- Cancer Committee, 2018 – Present
- Emergency Management Committee, 2018- Present
- Substance Use Disorder Strategy Group, 2018 – Present
- Wilson Street Condominium Association Board Member, 2018 – Present
- Lung Cancer Steering Committee, 2018 – Present
- POLST Advisory Committee, 2018 – Present
- Preventative Food Pantry Advisory Committee, 2018 – Present
- Ethics Consultative Committee, 2018- Present
- Gift of Heart Campaign 2018 -Present
- Holiday Turkey Distribution 2018 – Present

CONTINUING EDUCATION

- National League of Cities - Mayor's Institute on Opioids, Boston, MA 2018
- CMC's Annual Summit on the Treatment of Opioid-dependent Patients and Pain, 2017, 2018
- 500 Cities: Local Data for Better Health, CDC Foundation, RWJ Foundation, 2016
- Culture of Health Prize Award Learning Event, Robert Wood Johnson Foundation, 2016
- Government Leaders Development Program, Tuck Executive Education at Dartmouth, 2016
- Roadmaps to Health Action Awards Convening, Robert Wood Johnson Foundation, 2016
- New Hampshire Department of Environmental Services, Educational Seminars, 2010 - 2016
- Avoid, Deny, Defend Training, City of Manchester Police Department, 2016

TIMOTHY M. SOUCY, MPH

- Culture and Cultural Effectiveness, Southern New Hampshire AHEC, 2015
- American Public Health Association Annual Meeting, Boston, MA, 2013
- Reasonable Suspicion Supervisory Training, City of Manchester Human Resources, 2010
- ICS 300, MGT 313, Incident Management/Unified Command, Texas A&M, 2008
- MGT -100 WMD Incident Management/Unified Command Concept, Texas A&M, 2008
- ICS 100, ICS 200, US Department of Homeland Security, 2008
- Bi-State Primary Care Association, Primary Care Conference, 2007
- Public Health Preparedness Summit, National Association of City & County Health Officials, 2006
- National Incident Management Systems (NIMS), US Department of Homeland Security, 2005
- Healthcare Leadership & Administrative Decision-Making in Response to Weapons of Mass Destruction (WMD) Incidents, US Federal Emergency Management Agency, 2004
- Forensic Epidemiology, US Department of Justice & US Centers for Disease Control, 2003
- BioDefense Mobilization Conference, University of Washington, School of Public Health, 2002
- Emergency Response to Domestic Biological Incidents, US Department of Justice & LSU, 2001
- Financial Skills for Non-Financial Managers, University of New Hampshire, 2001
- National Environmental Health Association Annual Education Conference, NEHA, 2000
- Management Perspectives for Public Health Practitioners, US Centers for Disease Control, 2000
- Investigating Foodborne Illnesses, US Food & Drug Administration, 1999
- Environmental Health Risks to Children, US Environmental Protection Agency, 1998
- Food Microbiological Control, US Food & Drug Administration, 1998
- Computer Assisted Modeling for Emergency Operations, Harvard School of Public Health, 1997
- Local Radon Coordinators Network Training, NACCHO, 1996
- Introduction to Indoor Air Quality, US EPA & Harvard University, 1995
- Hazard Analysis & Critical Control Point (HACCP), US Food & Drug Administration, 1995
- Safety Measurement, Bloodborne Pathogens, Confined Space Entry, UNH, 1994
- Environmental Health Sciences, US Centers for Disease Control & Prevention, 1992
- Field Description of Soils, University of New Hampshire, 1992
- Kentucky Lead Training Workshop, Jefferson County Health Department, 1991
- Foodborne Disease Control, US Centers for Disease Control & Prevention, 1991
- Lead Paint Inspectors Course, PCG PRO-Tech Services, Massachusetts, 1990

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Shilo Lavenskie	Community Health Worker	39,728	100	39,728
Timothy Soucy	Sr. Executive Director	162,000	0	0

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

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

May 29, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend existing agreements with the vendors listed in bold below to provide services designed to improve breast and cervical screening rates in Strafford, Belknap, Merrimack, Rockingham, and Hillsborough counties, by increasing the total price limitation by $253,876 from $206,673 to $460,549 and by extending the completion date from June 30, 2019 to June 30, 2021, effective 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	$77,417	$105,534	$182,951
Greater Seacoast Community Health	166629-B001	100 Campus Drive, Portsmouth, NH 03801	$68,252	$94,850	$163,102
HealthFirst Family Care Center, Inc.	158221-B001	841 Central Street, Franklin, NH 03235	$16,500	$0	$16,500
Manchester Community Health Center	157274-B001	145 Hollis Street, Manchester NH 03101	$44,504	$53,492	$97,996
		Total:	**$206,673**	**$253,876**	**$460,549**

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

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 three (3) 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 two (2) of thethree (3) 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: Strafford, Belknap, Merrimack, Rockingham, and Hillsborough counties.

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,

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

MANCHESTER COMMUNITY HEALTH CENTER 157274-B001

State Fiscal Year	Class/Object	Title	Activity Code	Amount
2018	102/500731	Contracts for Prog Svcs	902010	$17,758
2019	102/500731	Contracts for Prog Svcs	902010	$26,746
2020	102/500731	Contracts for Prog Svcs	90080081	$26,746
2021	102/500731	Contracts for Prog Svcs	90080081	$26,746
			Total	**$97,996**

GREATER SEACOAST COMMUNITY HEALTH 166629-B001

State Fiscal Year	Class/Object	Title	Activity Code	Amount
2018	102/500731	Contracts for Prog Svcs	902010	$20,827
2019	102/500731	Contracts for Prog Svcs	902010	$47,425
2020	102/500731	Contracts for Prog Svcs	90080081	$47,425
2021	102/500731	Contracts for Prog Svcs	90080081	$47,425
			Total	**$163,102**

CATHOLIC MEDICAL CENTER 177240-B001

State Fiscal Year	Class/Object	Title	Activity Code	Amount
2018	102/500731	Contracts for Prog Svcs	902010	$24,650
2019	102/500731	Contracts for Prog Svcs	902010	$52,767
2020	102/500731	Contracts for Prog Svcs	90080081	$52,767
2021	102/500731	Contracts for Prog Svcs	90080081	$52,767
			Total	**$182,951**

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 NH 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 Catholic Medical Center, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 195 McGregor St., Suite LL22, Manchester, NH 03102.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 2, 2019 (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:

   $182,951

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.

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

Lisa Morris
Director

Catholic Medical Center

4/16/2019
Date

Name: Joseph Pepe, MD
Title: President & CEO

Acknowledgement of Contractor's signature:

State of New Hampshire County of Hillsborough on April 16, 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.

Joy C. Bellemare
Signature of Notary Public or Justice of the Peace

Joy Bellemare, Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: September 13, 2022

JOY C. BELLEMARE
Notary Public - New Hampshire
My Commission Expires September 13, 2022

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

OFFICE OF THE ATTORNEY GENERAL

6/5/2019
Date

Lisa M. English
Name: Lisa M. English
Title: Special Attorney

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

COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Catholic Medical Center

Budget Request for: NH Breast and Cervical Cancer Screening Program Community and Clinical Cancer Screening Improvement Project

Budget Period: July 1, 2019 - 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	$ 33,696.00	$ -	$ 33,696.00	$ -	$ -	$ -	$ 33,696.00	$ -	$ 33,696.00
2. Employee Benefits	$ 10,108.50	$ -	$ 10,108.50	$ -	$ -	$ -	$ 10,108.50	$ -	$ 10,108.50
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -	$ 250.00	$ -	$ 250.00
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	$ -	$ 1,500.00	$ -	$ 1,500.00
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 250.00	$ -	$ 250.00	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -
6. Travel	$ 1,337.50	$ -	$ 1,337.50	$ -	$ -	$ -	$ 1,337.50	$ -	$ 1,337.50
7. Occupancy	$ 1,308.50		$ 1,308.50	$ 1,308.50		$ 1,308.50	$ -		$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 1,200.00	$ -	$ 1,200.00	$ -	$ -	$ -	$ 1,200.00	$ -	$ 1,200.00
Postage	$ 175.00	$ -	$ 175.00	$ -	$ -	$ -	$ 175.00	$ -	$ 175.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 4,250.00	$ -	$ 4,250.00	$ -	$ -	$ -	$ 4,250.00	$ -	$ 4,250.00
11. Staff Education and Training	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -	$ 250.00	$ -	$ 250.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):		$ -	$ -	$ -	$ -	$ -		$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	
TOTAL	$ 54,333.50	$ -	$ 54,333.50	$ 1,558.50	$ -	$ 1,558.50	$ 52,787.00	$ -	$ 52,787.00
Indirect As A Percent of Direct		0.0%							

Contractor Initials: JP

Date: 4/16/19

Exhibit B-4 Budget

COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Catholic Medical Center

Budget Request for: NH Breast and Cervical Cancer Screening Program Community and Clinical Cancer Screening Improvement Project

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 34,707.00	$ -	$ 34,707.00	$ -	$ -	$ -	$ 34,707.00	$ -	$ 34,707.00
2. Employee Benefits	$ 10,412.00	$ -	$ 10,412.00	$ -	$ -	$ -	$ 10,412.00	$ -	$ 10,412.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -	$ 250.00	$ -	$ 250.00
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	$ -	$ 1,500.00	$ -	$ 1,500.00
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 250.00	$ -	$ 250.00	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -
6. Travel	$ 1,337.00	$ -	$ 1,337.00	$ -	$ -	$ -	$ 1,337.00	$ -	$ 1,337.00
7. Occupancy	$ 1,306.50		$ 1,306.50	$ 1,306.50		$ 1,306.50	$ -		$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 1,200.00	$ -	$ 1,200.00	$ -	$ -	$ -	$ 1,200.00	$ -	$ 1,200.00
Postage	$ 175.00	$ -	$ 175.00	$ -	$ -	$ -	$ 175.00	$ -	$ 175.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 2,936.00	$ -	$ 2,936.00	$ -	$ -	$ -	$ 2,936.00	$ -	$ 2,936.00
11. Staff Education and Training	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -	$ 250.00	$ -	$ 250.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):		$ -	$ -	$ -	$ -	$ -		$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	
TOTAL	$ 54,323.50	$ -	$ 54,323.50	$ 1,556.50	$ -	$ 1,556.50	$ 52,767.00	$ -	$ 52,767.00
Indirect As A Percent of Direct		0.0%							

Contractor Initials: [signature]

Date: 4/16/19

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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

NH DIVISION OF Public Health Services

Jeffrey A. Meyers
Commissioner

Lisa Morris, MSSW
Director

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 Name

RFP-2018-DPHS-21-BREAS
RFP Number

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Catholic Medical Center		200	134
2. Greater Seacoast Community Health		200	168
3. HealthFirst Family Care Center, Inc.		200	160
4. Manchester Community Health Center		200	156

Reviewer Names

1. Stacey Smith, Pub Hlth Nurse Consl, 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

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Catholic Medical Center		1.4 Contractor Address 195 McGregor St., Suite LL22 Manchester, NH 03102	
1.5 Contractor Phone Number 603-663-8709	1.6 Account Number 05-095-090-902010-56590000-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation $77,417.00
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 Joseph Pepe MD President + CEO	

1.13 Acknowledgement: State of New Hampshire County of Hillsborough

On February 22, 2018 before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

JASON E. COLE
MY COMMISSION EXPIRES APRIL 19, 2022
NOTARY PUBLIC
NEW HAMPSHIRE

1.13.2 Name and Title of Notary or Justice of the Peace

Jason E. Cole, Notary

1.14 State Agency Signature Date: 3/16/18	1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:	On: 4/2/18
1.18 Approval by the Governor and Executive Council *(if applicable)* By:	On:

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

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

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

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

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

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

Contractor Initials _____
Date 2-22-18

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

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

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

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

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

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

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

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

Contractor Initials _____
Date 2-22-18

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials 
Date 2.22.18

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

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.

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 (10^{th}) 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.

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.

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.

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

Click here to enter text.

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

Potential Barriers and/or Challenges

Click here to enter text.

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.*
6. *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.

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

Click here to enter text.

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

Click here to enter text.

data to complete CDC-required clinic data forms.

Revising the Health System EBI Implementation Plan

Click here to enter text.

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.

Click here to enter text.

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

Exhibit B-1 Budget

COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Catholic Medical Center

Budget Request for: NH Breast and Cervical Cancer Screening Program Community and Clinical Cancer Screening Improvement Project

Budget Period: 1/1/2018 - 6/30/2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 11,884.00	$ -	$ 11,884.00	$ -	$ -	$ -	$ 11,884.00	$ -	$ 11,884.00
2. Employee Benefits	$ 3,499.20	$ -	$ 3,499.20	$ -	$ -	$ -	$ 3,499.20	$ -	$ 3,499.20
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ 2,500.00	$ -	$ 2,500.00	$ -	$ -	$ -	$ 2,500.00	$ -	$ 2,500.00
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 250.00	$ -	$ 250.00	$ 250.00	$ -	$ 250.00		$ -	$ -
6. Travel	$ 481.50	$ -	$ 481.50	$ -	$ -	$ -	$ 481.50	$ -	$ 481.50
7. Occupancy	$ 1,308.50		$ 1,308.50	$ 1,308.50		$ 1,308.50	$ -		$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 400.00	$ -	$ 400.00	$ -	$ -	$ -	$ 400.00	$ -	$ 400.00
Postage	$ 705.00	$ -	$ 705.00	$ -	$ -	$ -	$ 705.00	$ -	$ 705.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 3,400.00	$ -	$ 3,400.00	$ -	$ -	$ -	$ 3,400.00	$ -	$ 3,400.00
11. Staff Education and Training	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specify up to 5)		$ -	$ -	$ -	$ -	$ -		$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -
TOTAL	$ 26,428.20	$ -	$ 26,428.20	$ 1,558.50	$ -	$ 1,558.50	$ 24,869.70	$ -	$ 24,869.70

Indirect As A Percent of Direct: 0.0%

Contractor Initials: [signature]

Date: 2.22.18

Exhibit B-2 Budget

COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Catholic Medical Center

Budget Request for: Breast & Cervical Cancer Screening

Budget Period: 07/01/2016 - 06/30/2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 33,696.00	$ -	$ 33,696.00	$ -	$ -	$ -	$ 33,696.00	$ -	$ 33,696.00
2. Employee Benefits	$ 10,109.80	$ -	$ 10,109.80	$ -	$ -	$ -	$ 10,109.80	$ -	$ 10,109.80
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -	$ 250.00	$ -	$ 250.00
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500.00	$ -	$ 500.00
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office		$ -	$ -	$ 1,000.00	$ -	$ 1,000.00		$ -	
6. Travel	$ 1,337.50	$ -	$ 1,337.50	$ -	$ -	$ -	$ 1,337.50	$ -	$ 1,337.50
7. Occupancy	$ 3,818.50		$ 3,818.50	$ 3,818.50		$ 3,818.50	$ -		$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 1,200.00	$ -	$ 1,200.00	$ -	$ -	$ -	$ 1,200.00	$ -	$ 1,200.00
Postage	$ 1,175.00	$ -	$ 1,175.00	$ -	$ -	$ -	$ 1,175.00	$ -	$ 1,175.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 4,250.00	$ -	$ 4,250.00	$ -	$ -	$ -	$ 4,250.00	$ -	$ 4,250.00
11. Staff Education and Training	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -	$ 250.00	$ -	$ 250.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specify on back of this form)		$ -	$ -	$ -	$ -	$ -		$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -
TOTAL	$ 56,646.80	$ -	$ 56,646.80	$ 4,818.50	$ -	$ 4,818.50	$ 51,787.30	$ -	$ 51,787.30
Indirect As A Percent of Direct		0.0%							

Contractor Initials: JV

Date: 2-22-18

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

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

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

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

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

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

Contractor Name: Catholic Medical Center

2·22·2018
Date

Name: [illegible], M.D.
Title: President - CEO

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

Contractor Name: Catholic Medical Center

2.22.2018
Date

Name: Joseph Pepe, M.D
Title: President & CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name: Catholic Medical Center

2·22·2018
Date

Name: Joseph Pepe, MD
Title: President, CEO

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681 to 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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

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

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

Contractor Name: Catholic Medical Center

2·22·2018
Date

Name: Joseph Dore, MD
Title: President + CEO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Catholic Medical Center

2.22.2018
Date

Name: Joseph Dore, M.D
Title: President & CEO

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

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

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

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

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

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

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

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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

(4) **Obligations of Covered Entity**

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

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

(6) **Miscellaneous**

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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

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

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

Department of Health and Human Services	Catholic Medical Center
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Joseph Pope, MD
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, DPHS	President + CEO
Title of Authorized Representative	Title of Authorized Representative
3/16/18	2/22/18
Date	Date

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

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

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

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

Contractor Name: Catholic Medical Center

2·22·2018
Date

Name: Joseph Pepe, MD
Title: President & CEO

FORM A

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

1. The DUNS number for your entity is: 827021382

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

   ___X___ NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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

Contractor Initials

Date 2·22·18

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.

Contractor Initials

Date 2·22·18

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the Breast and Cervical Cancer Screening Program Community and Clinical Cancer Screening Improvement Project contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and HealthFirst Family Care Center, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 2, 2018, (Item #21), as amended on July 10, 2019, (Item #12), 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, pursuant to Form P-37, General Provisions, Paragraph 18 the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

   March 31, 2022.

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

   $46,750.

3. Modify 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, 2021, and the Department shall not be liable for any payments for services provided after June 30, 2021, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2022-2023 biennium.

4. Add Exhibit B-5 Budget, Amendment #2, which is attached hereto and incorporated by reference herein.

DS

Contractor Initials _____

Date 2/23/2021

All terms and conditions of the Contract and prior amendments not modified by this Amendment #2 remain in full force and effect. 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

2/23/2021
Date

DocuSigned by:
Lisa M. Morris
D038DBFB8CA64A0...

Name: Lisa M. Morris
Title: Director, Division of Public Health Srvcs.

HealthFirst Family Care Center, Inc

2/23/2021
Date

DocuSigned by:
Russell Keene
7F5EC926E8F0401...

Name: Russell Keene
Title: President/CEO

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

OFFICE OF THE ATTORNEY GENERAL

2/26/2021
Date

DocuSigned by:
D5CA9202E32C4AE...
Name: Catherine Pinos
Title: Attorney

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:

New Hampshire Department of Health and Human Services

Bidder/Program Name: HealthFirst Family Care Center

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

Budget Period: July 1, 2021 to March 31, 2022

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 10,475.10	$ 1,047.51	$ 11,522.61	$5,237.55	$ 523.76	$5,761.31	$5,237.55	$ 523.76	$ 5,761.31
2. Employee Benefits (25% of wages)	$ 2,514.02	$ 251.40	$ 2,765.43	$ 1,257.01	$ 125.70	$1,382.71	$ 1,257.01	$ 125.70	$ 1,382.71
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 1,005.44	$ 100.54	$ 1,105.98	$ -	$ -	$ -	$ 1,005.44	$ 100.54	$ 1,105.98
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 ( ):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 13,994.56	$ 1,399.46	$ 15,394.02	$ 6,494.56	$ 649.46	$7,144.02	$ 7,500.00	$ 750.00	$ 8,250.00

Indirect As A Percent of Direct 10.0%

DS

Contractor Initials: _____

2/23/2021

Date: _____

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

Certificate Number : 0005253941

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of February A.D. 2021.

William M. Gardner

Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of HealthFirst Family Care Center.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on December 16, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Russell G. Keene (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of HealthFirst Family Care Center, to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: 2.4.21

Signature of Elected Officer
Name: James Wells
Title: Board Chair

HEALFIR-01 PCANTLIN

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/1/2020

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

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

PRODUCER License # AGR8150 Clark Insurance One Sundial Ave Suite 302N Manchester, NH 03103	CONTACT NAME: PHONE (A/C, No, Ext): (603) 622-2855 FAX (A/C, No): (603) 622-2854 E-MAIL ADDRESS: info@clarkinsurance.com
INSURED HealthFirst Family Care Center, Inc. 841 Central St Franklin, NH 03235	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Citizens Ins Co of America — 31534 INSURER B : AmTrust Financial Services.Inc. INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			OBVA044172	7/1/2020	7/1/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			OBVA044172	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			OBVA044172	7/1/2020	7/1/2021	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SWC1299604	7/1/2020	7/1/2021	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N:	N/A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

NH DHHS
129 Pleasant Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Nancy Ruth

HEALTHFIRST
FAMILY CARE CENTER, INC.

841 Central Street, Franklin, NH 03235 P: (603) 934-0177 www.healthfirstfamily.org *"Health care for the wholefamily"*

The HealthFirst Mission Is:

To provide high quality primary healthcare, integrated behavioral health, treatment, prevention, and education services to residents of our service area, regardless of their ability to pay or insurance status, depending upon available resources.

And

To coordinate and cooperate with regional healthcare and specialty providers to assure the people of this community the fullest possible range of healthcare and prevention services.

BerryDunn

[redacted]

HEALTHFIRST

FINANCIAL STATEMENTS

September 30, 2019 and 2018

With Independent Auditor's Report

[redacted]

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
HealthFirst Family Care Center, Inc.

We have audited the accompanying financial statements of HealthFirst Family Care Center, Inc., which comprise the balance sheets as of September 30, 2019 and 2018, and the related statements of operations and changes in net assets, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

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

Change in Accounting Principles

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

Berry Dunn McNeil & Parker, LLC

Portland, Maine
January 28, 2020

HEALTHFIRST FAMILY CARE CENTER, INC.

Balance Sheets

September 30, 2019 and 2018

ASSETS

	2019	2018
Current assets		
Cash and cash equivalents	$ 924,645	$ 967,652
Short-term certificates of deposit	181,150	77,246
Patient accounts receivable, net	625,349	657,255
Grants receivable	288,344	77,268
Other current assets	55,321	50,262
Total current assets	2,074,809	1,829,683
Investment in limited liability companies	20,433	23,228
Long-term certificates of deposit	53,044	51,851
Assets limited as to use	177,154	168,136
Property and equipment, net	1,620,729	1,669,431
Total assets	$ 3,946,169	$ 3,742,329

LIABILITIES AND NET ASSETS

Current liabilities		
Line of credit	$ 29,787	$ 71,787
Accounts payable and accrued expenses	59,065	107,411
Accrued payroll and related expenses	313,437	237,298
Deferred revenue	33,633	53,425
Current portion of long-term debt	55,553	53,446
Total current liabilities	491,475	523,367
Long-term debt, less current portion	1,493,272	1,547,634
Total liabilities	1,984,747	2,071,001
Net assets		
Without donor restrictions	1,961,422	1,671,328
Total liabilities and net assets	$ 3,946,169	$ 3,742,329

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

HEALTHFIRST FAMILY CARE CENTER, INC.

Statements of Operations and Changes in Net Assets

Years Ended September 30, 2019 and 2018

	2019	2018
Operating revenue		
Patient service revenue	$ 3,865,747	$ 3,566,581
Provision for bad debts	(301,915)	(496,816)
Net patient service revenue	3,563,832	3,069,765
Grants, contracts and contributions	2,162,608	2,035,490
Equity in (loss) earnings of limited liability companies	(2,795)	1,956
Other operating revenue	266,031	215,402
Total operating revenue	5,989,676	5,322,613
Operating expenses		
Salaries and wages	3,317,381	2,861,622
Employee benefits	690,489	624,531
Program supplies	415,946	301,394
Contracted services	337,816	341,964
Occupancy	101,496	110,861
Other	694,713	579,534
Depreciation	73,156	76,375
Interest expense	68,585	71,493
Total operating expenses	5,699,582	4,967,774
Excess of revenue over expenses and increase in net assets without donor restrictions	290,094	354,839
Net assets, beginning of year	1,671,328	1,316,489
Net assets, end of year	$ 1,961,422	$ 1,671,328

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

HEALTHFIRST FAMILY CARE CENTER, INC.

Statements of Functional Expenses

Years Ended September 30, 2019 and 2018

	2019 Healthcare Services	2019 Support Services	2019 Total
Salaries and wages	$ 2,770,264	$ 547,117	$ 3,317,381
Employee benefits	576,611	113,878	690,489
Program supplies	415,946	-	415,946
Contracted services	269,903	67,913	337,816
Occupancy	84,757	16,739	101,496
Other	580,140	114,573	694,713
Depreciation	61,091	12,065	73,156
Interest	57,274	11,311	68,585
Total operating expenses	$ 4,815,986	$ 883,596	$ 5,699,582

	2018 Healthcare Services	2018 Support Services	2018 Total
Salaries and wages	$ 2,372,947	$ 488,675	$ 2,861,622
Employee benefits	517,880	106,651	624,531
Program supplies	301,394	-	301,394
Contracted services	246,071	95,893	341,964
Occupancy	91,929	18,932	110,861
Other	480,569	98,965	579,534
Depreciation	63,333	13,042	76,375
Interest	59,283	12,210	71,493
Total operating expenses	$ 4,133,406	$ 834,368	$ 4,967,774

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

HEALTHFIRST FAMILY CARE CENTER, INC.

Statements of Cash Flows

Years Ended September 30, 2019 and 2018

	2019	2018
Cash flows from operating activities		
Change in net assets	$ 290,094	$ 354,839
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Provision for bad debts	301,915	496,816
Depreciation	73,156	76,375
Equity in loss (earnings) of limited liability companies	2,795	(1,956)
(Increase) decrease in the following assets		
Patient accounts receivable	(270,009)	(456,159)
Grants receivable	(211,076)	(4,964)
Other current assets	(5,059)	(37,558)
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	(48,346)	52,534
Accrued payroll and related expenses	76,139	29,194
Deferred revenue	(19,792)	21,126
Net cash provided by operating activities	189,817	530,247
Cash flows from investing activities		
Capital expenditures	(24,454)	-
Purchases of investments	(100,000)	-
Reinvested interest from certificates of deposit	(5,097)	(1,387)
Net cash used by investing activities	(129,551)	(1,387)
Cash flows from financing activities		
Repayments on line of credit	(42,000)	(29,417)
Principal payments on long-term debt	(52,255)	(50,187)
Net cash used by financing activities	(94,255)	(79,604)
Net (decrease) increase in cash and cash equivalents and restricted cash	(33,989)	449,256
Cash and cash equivalents and restricted cash, beginning of year	1,135,788	686,532
Cash and cash equivalents and restricted cash, end of year	$ 1,101,799	$ 1,135,788
Breakdown of cash and cash equivalents and restricted cash, end of year		
Cash and cash equivalents	$ 924,645	$ 967,652
Assets limited as to use	177,154	168,136
	$ 1,101,799	$ 1,135,788
Supplemental cash flow disclosure		
Cash paid for interest	$ 68,585	$ 71,495

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

1. Summary of Significant Accounting Policies

Organization

HealthFirst Family Care Center, Inc. (the Organization) is a not-for-profit corporation organized in the State of New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) providing high-quality primary healthcare, treatment, prevention, and education services required by the residents in the Twin Rivers Region of New Hampshire, commensurate with available resources, and coordinating and cooperating with other community and regional healthcare providers to ensure the people of the region the fullest possible range of health services.

Recently Adopted Accounting Pronouncements

In August 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities* (Topic 958), which makes targeted changes to the not-for-profit financial reporting model. The ASU marks the completion of the first phase of a larger project aimed at improving not-for-profit financial reporting. Under the ASU, net asset reporting is streamlined and clarified. The existing three category classification of net assets is replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions." The guidance simplified the reporting of deficiencies in endowment funds and clarified the accounting for the lapsing of restrictions on gifts to acquire property, plant and equipment. New disclosures which highlight restrictions on the use of resources that make otherwise liquid assets unavailable for meeting near-term financial requirements have been added. The ASU also imposes several new requirements related to reporting expenses. The Organization has adjusted the presentation of these statements accordingly. The ASU has been applied retrospectively to 2018; however, there was no impact to total net assets, results of operations or cash flows.

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

Basis of Presentation

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

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

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

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

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as net assets without donor restrictions unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as net assets with donor restrictions. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service. Grants and contributions whose restrictions are met within the same year as recognized are reported as net assets without donor restrictions in the accompanying financial statements.

Use of Estimates

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

Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Organization is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and highly liquid investments with a maturity of three months or less.

The Organization maintains cash and certificate of deposit balances at several financial institutions. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000. At various times throughout the year, the Organization's balances may exceed FDIC insurance. The Organization has not experienced any losses in such accounts and management believes it is not exposed to any significant risk.

Patient Accounts Receivable

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectibility of patient accounts receivable, the Organization analyzes its past collection history and identifies trends for all funding sources in the aggregate. In addition, all balances in excess of 90 days are 100% reserved. Management regularly reviews revenue and payer mix data in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

Grants Receivable

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

The Organization receives a significant amount of grants from the U.S. Department of Health and Human Services (DHHS). As with all government funding, these grants are subject to reduction or termination in future years. For the years ended September 30, 2019 and 2018, grants from DHHS (including both direct awards and awards passed through other organizations) represented approximately 86% and 73%, respectively, of grants, contracts and contributions revenue.

Investment in Limited Liability Companies

Primary Health Care Partners (PHCP)

The Organization is one of eight partners who each made a capital contribution of $500 to PHCP. The purposes of PHCP are: (i) to engage and contract directly with the payers of health care to influence the design and testing of emerging payment methodologies; (ii) to achieve the three part aim of better care for individuals, better health for populations and lower growth in expenditures in connection with both governmental and non-governmental payment systems; (iii) to undertake joint activities to offer access to high quality, cost effective medical, mental health, oral health, home care and other community-based services, based upon the Patient-Centered Medical Home model of primary care delivery, that promote health and well-being by developing and implementing effective clinical and administrative systems in a manner that is aligned with the FQHC model, and to lead collaborative efforts to manage costs and improve the quality of primary care services delivered by health centers operated throughout the State of New Hampshire; and (iv) to engage in any and all lawful activities, including without limitation the negotiation of contracts, agreements and/or arrangements (with payers and other parties). The Organization's investment in PHCP is reported using the equity method and the investment amounted to $19,099 and $22,589 at December 31, 2018 and 2017, respectively, the reporting period of PHCP.

Community Health Services Network, LLC (CHSN)

The Organization became one of thirteen partners by making a capital contribution of $1,000 to CHSN during 2017. CHSN's primary focus is to increase the level of integration of coordinated care across the service delivery system amongst agencies providing medical care, behavioral health, and substance use disorder treatment. All of the services in which the Organization is involved in this project are within the scope as an FQHC, including interagency collaboration, direct delivery of substance abuse disorder counseling services and care coordination and outreach services. The Organization's investment in CHSN is reported using the equity method and the investment amounted to $1,334 and $639 at December 31, 2018 and 2017, respectively, the reporting period of CHSN.

Assets Limited as to Use

Assets limited as to use include cash and cash equivalents set aside under loan agreements for repairs and maintenance on the real property collateralizing the loan, and assets designated by the Board of Directors for specific projects or purposes as discussed further in Note 7.

Property and Equipment

Property and equipment are carried at cost, less accumulated depreciation. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets.

Patient Service Revenue

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

340B Drug Pricing Program

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

Functional Expenses

The financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include employee benefits, occupancy, depreciation, interest, and other operating expenses, which are allocated between healthcare services and administrative support based on the percentage of direct care wages to total wages.

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through January 28, 2020, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments. The Organization has various sources of liquidity at its disposal, including cash and cash equivalents, certificates of deposit and a line of credit.

The Organization had working capital of $1,583,334 and $1,306,316 at September 30, 2019 and 2018, respectively. The Organization had average days cash and cash equivalents and certificates of deposit on hand (based on normal expenditures) of 75 and 82 at September 30, 2019 and 2018, respectively.

Financial assets available for general expenditure within one year as of September 30 were as follows:

	2019	2018
Cash and cash equivalents	$ 924,645	$ 967,652
Short-term certificates of deposit	181,150	77,246
Patient accounts receivable, net	625,349	657,255
Grants receivable	288,344	77,268
Financial assets available	$ 2,019,488	$ 1,779,421

The Organization has certain board-designated assets limited to use which are available for general expenditure within one year in the normal course of operations upon obtaining approval from the Board of Directors. The Organization has other assets limited to use under certain loan agreements which are available for general expenditure within one year for maintenance and repairs on the Organization's buildings upon obtaining approval from the lenders. Accordingly, these assets have not been included in the qualitative information above.

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

The Organization has a line of credit with an available balance of $270,213 at September 30, 2019, as discussed in more detail in Note 5.

3. Patient Accounts Receivable

Patient accounts receivable consisted of the following:

	2019	2018
Patient accounts receivable	$ 814,202	$ 851,483
Contract 340B pharmacy program receivables	71,147	59,104
Total patient accounts receivable	885,349	910,587
Allowance for doubtful accounts	(260,000)	(253,332)
Patient accounts receivable, net	$ 625,349	$ 657,255

A reconciliation of the allowance for uncollectible accounts follows:

	2019	2018
Balance, beginning of year	$ 253,332	$ 280,000
Provision for bad debts	301,915	496,816
Write-offs	(295,247)	(523,484)
Balance, end of year	$ 260,000	$ 253,332

The decrease in write-offs and provision for bad debt was due to a clean up of old accounts receivable balances during 2018 which resulted in higher than normal amounts.

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. Primary payers representing 10% or more of the Organization's gross patient accounts receivable are as follows:

	2019	2018
Medicare	30 %	25 %
Medicaid	41 %	43 %

4. Property and Equipment

Property and equipment consisted of the following:

	2019	2018
Land	$ 109,217	$ 109,217
Building and improvements	1,999,965	1,999,965
Leasehold improvements	121,676	103,276
Furniture and equipment	315,528	309,473
Total cost	2,546,386	2,521,931
Less accumulated depreciation	925,657	852,500
Property and equipment, net	$ 1,620,729	$ 1,669,431

5. Line of Credit

The Organization has a $300,000 line of credit arrangement with a local bank payable on demand, through March 2020, with interest at 5.5% at September 30, 2019. The outstanding balance on the line of credit was $29,787 and $71,787 at September 30, 2019 and 2018, respectively. Borrowings on the line of credit are collateralized by all of the Organization's business assets. The line of credit contains a minimum debt service coverage covenant requirement which was met at September 30, 2019.

6. Long-Term Debt

Long-term debt consists of the following:

	2019	2018
4.125% promissory note payable to U.S. Department of Agriculture, Rural Development (Rural Development) through March 2037, paid in monthly installments of $8,186, including interest. The note is collateralized by all tangible property owned by the Organization.	$ 1,221,225	$ 1,268,028
3.375% promissory note payable to Rural Development, through May 2052, paid in monthly installments of $1,384, including interest. The note is collateralized by all tangible property owned by the Organization.	327,600	333,052
Total	1,548,825	1,601,080
Less current portion	55,553	53,446
Long-term debt, less current portion	$ 1,493,272	$ 1,547,634

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

2020	$ 55,553
2021	56,833
2022	59,173
2023	61,609
2024	64,146
Thereafter	1,251,511
Total	$ 1,548,825

7. Net Assets

Net assets without donor restrictions are designated for the following purposes:

	2019	2018
Undesignated	**$ 1,784,268**	$ 1,503,192
Repairs and maintenance on the real property collateralizing Rural Development loans	**102,107**	99,201
Board-designated for		
Working capital	**40,000**	40,000
Building improvements	**35,047**	28,935
Total	**$ 1,961,422**	$ 1,671,328

8. Patient Service Revenue

Patient service revenue was as follows:

	2019	2018
Gross charges	**$ 4,643,586**	$ 4,162,432
Less: Contractual adjustments	**(1,716,071)**	(1,446,266)
Sliding fee scale discounts	**(126,568)**	(93,895)
Medical and dental patient service revenue	**2,800,947**	2,622,271
340B pharmacy revenue	**1,064,800**	944,310
Total patient service revenue	**$ 3,865,747**	$ 3,566,581

The mix of gross patient service revenue from patients and third-party payers was as follows:

	2019	2018
Medicare	21 %	22 %
Medicaid	45 %	46 %
Other payers	28 %	25 %
Self pay and sliding fee scale patients	6 %	7 %
	100 %	100 %

Laws and regulations governing the Medicare, Medicaid and 340B programs are complex and subject to interpretation. The Organization believes that it is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare, Medicaid and 340B programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

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

Medicare

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

Medicaid and Other Payers

The Organization is reimbursed by Medicaid for the care of qualified patients on a prospective basis. Overall, reimbursement is subject to a maximum allowable rate per visit. The Organization also has entered into payment agreements with certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. Under these arrangements, the Organization is reimbursed based on contractually obligated payment rates which may be less than the Organization's public fee schedule.

Charity Care

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

The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost amounted to approximately $145,553 and $106,101 for the years ended September 30, 2019 and 2018, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

9. Retirement Plan

The Organization has a contributory defined contribution plan covering eligible employees. The Organization contributed $71,766 and $61,028 for the years ended September 30, 2019 and 2018, respectively.

10. Medical Malpractice

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

HEALTH FIRST FAMILY CARE CENTER, INC.

Last	First	Title	Classification	Residential Address	Affiliations	Mailing Address	City	State	Zip	Tel One	Email	Start Date	Terms	Current Term
Burns	Scott	Director	Community Representa	144 Woodridge Road, Franklin, NH 03235	Private Business; Former State Rep	144 Woodridge Road	Franklin	NH	03235	603.203.7727	scottburnsstaterepresentative@gm	Jun 2015		Jun 2018 to 2021
Donovan	Kevin	Director	Agency Representative	80 Highland Street, Laconia, NH 03246	CEO, LRGHealthCare	80 Highland Street	Laconia	NH	03246	603.524.3211	kdonovan@lrgh.org	Mar 2017		Mar 2020 to 2023
Everett	Myla	Director	Client Representative	290 S. Main St., Apt 9	Retired		Franklin	NH	03235	603.496.0190	myla.everett@gmail.com	Oct 2019		Oct 2019 to 2022
Lennon	Michelle	Director	Client Representative	10 Palmer Road, Campton, NH 03223	Director, Tilton Resource Center	10 Palmer Road	Campton	NH	03223	603.960.2128	mlennon@gta-frc.org	Jun 2015		Jun 2018 to 2021
Loud	Renee	Director	Client Representative		Sales Assistant					(603) 707-9758	renee.louise84@gmail.com	Jan 2019		Jan 2019 to 2022
Lunt	Susan	Director	Agency Representative		Director, Riverbend Mental Health-Franklin	53 Kendall S	Franklin	NH	03235	(603) 934-3400	slunt@riverbendcmhc.org	Mar 2018		Mar 2018 to 2021
Merriman	Christine	Director	Client Representative	10 Dearborn Road, Apt. 5, Northfield, NH	Artist	10 Dearborn Road, Apt. 5	Northfield	NH	03276	603.998.2840	merrywoman69@yahoo.com	Mar 2017		Mar 2020 to 2023
Purslow	William	Secretary/Treasu	Community Representa	714 Shore Drive, Laconia, NH 03246	Retired Finance/Insurance Executive	714 Shore Drive	Laconia	NH	03246	603.832.6486	wrpkap@hotmail.com	Jun 2014		Jun 2018 to 2021
Sanchez	Dawn	Director	Client Representative		Public Speaker					708.465.9749	dawnsanchez1999@gmail.cc	July 2020		Jul 2020 to Jul 2023
~~Spagnolo~~	~~Laura~~	~~Director~~	~~Client Representative~~	~~15 Peabody Street, Tilton, NH 03276~~	~~Retired RN~~	~~15 Peabody Street~~	~~Tilton~~	~~NH~~	~~03276~~	~~603.455.6161~~	~~lauraspagnolo255@gmail.co~~	~~Jun 2020~~		~~Jun 2020 to 2023~~
St. Jacques, Sr.	Robert	Director	Client Representative		Retired					603.455.6556	saintsolar@gmail.com	Jun 2017		Jun 2020 to 2023
Stanley	Michael	Vice Chair	Client Representative	111 New Chester Road, Hill, NH 03243	Retired Air Traffic Controller	P.O. Box 213	Hill	NH	03243	603.934.2531	fretjam@yahoo.com	Jul 2012		Jul 2020 to 2021
Tucker	Kandyce	Director	Client Representative								ktucker@franklinnh.org	Nov 2020		Nov 2020 to 2023
Wells	James	Chair	Client Representative	99 Monroe Street, Franklin, NH 03235	Carpenter, Former City Council	99 Monroe Street	Franklin	NH	03235	603.470.9663	jwellswoodworking@gmail.com	Mar 2005		Mar 2020 to 2021
Wnuk	Susan	Director	Agency Representative	18 Wheeler Road, Bow, NH 03304	Belknap-Merrimack County Community Action	P.O. Box 1016	Concord	NH	03302	603.225.3295 x1158	swnuk@bm-cap.org	Mar 2009		Mar 2018 to 2021

Total Client Members 10
Total Community Members 2
Total Agency Members 3
Total Members 15

HEALTH FIRST FAMILY CARE CENTER, INC.

Expires	Notes
Jun 2021	
Mar 2023	
Oct 2022	
Jun 2021	
Jan 2022	
Mar 2021	Replaced Sarah Gagnon
Mar 2023	
Jun 2021	Elected 2014
Jul 2023	
~~Jun 2024~~	
Jun 2023	
Jul 2021	Elected 2015 as Vice Chai
Nov 2023	
Mar 2021	Elected Ch
Mar 2021	

Curriculum Vitae

Name: Eleanor A. (Nora) Janeway, M.D., M.Ed.
Address:
Phone:
Email:

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.

Russell G. Keene

A visionary, innovative, out of the box thinker who leads by example. A calming presence, influential, motivator, consensus builder, and results orientated.

President, Chief Executive Officer
HealthFirst Family Care Center, Inc. (FQHC) | Franklin, NH | 09-2019 - Present

- Leads the Board of Directors, Senior Management and community partners to create a shared vision of strategic goals for organizational improvement and growth, scope and quality of programs and services, resource development and allocation, and measurable impact on health status for targeted and community population groups.
- Proactively educates elected officials at the federal, state and local levels on issues that impact the mission of HealthFirst. Identifies areas for possible expansions and ways that the HealthFirst can better achieve its mission.
- Works strategically with the Chief Medical Officer (CMO) to develop and grow the medical services and position HealthFirst as a PCMH.
- Sets strategic direction for agency's short and long-term financial growth.
- Oversees, mentors and develops the Board of Directors, CFO and Staff in implementation of annual fundraising plan and Grant development. Develops substantial collaborative relationships with other organizations that can support the HealthFirst strategic goals.
- Oversees and mentors the Practice manager and Quality Coordinator on quality improvement and compliance; and marketing. Monitors effective organizational performance as it relates to all local, State, and Federal laws and regulations.
- Works strategically with the Human Resources (HR) Director to: create an agency culture that is centered on customer service, ensure that HealthFirst's most valuable asset is effectively used and supported and that all applicable laws and regulations are followed. Leads change management strategies and manages organizational change. Builds an effective and powerful management team; develops and leads the management team's growth and development.

Executive Manager State Opioid Response
Department of Health and Human Services| Concord, NH | 01-15-19 – 9-2019

- Provides strategic leadership and planning, programmatic oversight and operational direction for Federal and State funded initiatives ($60MIL grant) aimed at addressing the opioid crisis. Acts as official representative of the Department of Health and Human Services (DHHS) with internal and external stakeholders and key State leadership to identify opportunities and strategies for statewide coordination of opioid efforts that meet the State's long-range goals and priorities.
- Reviews, develops and implements current and future-funded Opioid Use Disorder (OUD) initiatives.
- Oversees and directs coordination among varied and multiple sources of Federal and State funds.
- Develops and maintains strong working relationships with executive-level leadership and agencies for the state including but not limited to the Governor's Office, Attorney General, Department Commissioners, and key legislative leadership.
- Leads, directs and supports collaboration with DHHS Divisions.
- Serves as the Commissioner's designee with other State agencies seeking to access Federal or State funds.
- Oversees the development of performance criteria and measures of success for OUD services.
- Advises and consults with staff on processes for grant applications, requests for proposals and contracting related to OUD services.
- Directs and monitors the collection and reporting of data and information related to SOR-funded initiatives to SAMHSA.

President, Chief Financial Officer
North Country Healthcare | Berlin, NH | 12-31-15 – 12-31-17

- **Dynamic results-oriented problem solver;** driving force and visionary behind the effort to design and implement an innovative multi-hospital system in rural Northern New Hampshire, increasing patient access to comprehensive care with state of the art technology while saving multiple organizations millions of dollars. Established financial improvement plan and delivered positive operating margins at each institution.
- **Business strategist;** assisted in the development of a successful Accountable Care Organization (ACO) that achieved Medicare Shared Savings. This prepared the system for risk-based contracting.
- **Regulatory knowledge**; merged two large Home Health Agencies as authorized by State Attorney General.
- **Advanced senior leadership management**; successfully managed senior leaders to achieve strategic planning objectives. Developed a consensus as to strategic objectives and the associated tactical goals.
- **Versatile team member;** innate ability to adapt to any situation and contribute at any level. Distinct ability to lead, drive and hold team members accountable while facilitating an environment of teamwork and continuous improvement.
- **Operations Management;** diverse skill set with detailed understanding of HealthCare Operations and 22 years of experience
- **Customer focused**; participated in the development of new regional access for patients. Worked with the senior medical staff to develop a new call center to assist patients.
- **Articulate, confident speaker;** comfortable presenting to groups of any size. Possess the ability to delineate complex ideas to wide audiences and facilitate inclusive discussions.

Key Accomplishments

- **Visionary behind North Country Healthcare, a $7 Million savings in 18 months;** in rural New Hampshire, providing quality healthcare locally had become an extreme challenge over the last two decades. Attracting the best talent was equally challenging and having access to state of the art technology was fiscally impossible. A vision was developed to shape rural New Hampshire's healthcare for decades to come by allowing the four major hospitals in this distinct area to share resources, increase the buying and negotiating power of the organizations, and providing affordable best in class healthcare locally that can be sustained in the future. This success was the culmination of a two-year process and included convincing 4 previously competitive service areas to join forces in order to meet the challenges of a fluid healthcare environment. In addition, worked tirelessly with regulations to receive approval for the system to move forward.
- Participated in the development of a Regional Accountable Care Organization (ACO) that has created a decrease in costs of over $5M. This effort was successful due to the collaborative effort of each institution and concurrently mobilizing the medical staff(s) to understand common goals.
- Worked with State Legislative Branch to gain support for regulatory reimbursement enhancement. This effort entailed working with various legislators to clearly define further, the merits of our request. The result was ultimate stabilization of our Obstetrics Birthing (OB) programs in the North Country.
- Re-aligned Home Health operation to eliminate a $1.3M loss and achieve break-even status by hiring new leadership, instituting new cost controls, and, accelerating marketing efforts.

President, Chief Executive Officer
Androscoggin Valley Hospital | Berlin, NH | 06-01-02 – 12-31-15

- **Experienced Executive;** 13+ years of experience as Chief Executive Officer. Created financial stability in a highly challenging environment as the county we serviced is the most economically challenged and concurrently the sickest region in the entire state.
- **Leadership exemplified through relationships and communication;** obtained Critical Access Hospital (CAH) designation. This designation was an essential element of economic sustainability.
- **Diverse operational knowledge**; broad understanding of all hospital operations. Oversaw three separate Bond issues and the conversion of a Defined Benefit Plan to a Defined Contribution Plan. Bond issues were essential for facility improvements. Received an A- rating from Standard's Poors reflecting the collaborative networks which led to better healthcare for patients while also having a significant residual impact on recruiting top specialists.
- **Proponent of culture;** understands the importance of culture and adapting organizational goals and objectives. Worked to create commonality among the 500 employees.
- **Customer focused;** Partnered with tertiary facilities to expand clinical offerings to allow patients access to care previously only accessible at great distances. Successful in building new specialty lines to meet the demands and drive

new revenue.
- **Confident decision maker**; comfortable making tough decisions based on experience and data. A broad understanding of HealthCare environment provides the ability to make decisions quickly and confidently. Ability to balance multiple, complex issues simultaneously.
- **Influential personality;** adept at building consensus. Influential and persuasive. Worked to establish a relationship with Legislative Branch that realized success with "special" programs for Androscoggin Valley Hospital.
- **Community Involvement;** in addition to strong leadership within the organization, also active in community endeavors. Elected to School Board and led the effort to examine budget and curriculum more closely.

Key Accomplishments

- Successfully converted to Critical Access Hospital resulting in revenue enhancements. Obtaining this special designation required convincing the Board, Medical Staff, and community that it would not result in reduced services.
- Achieved A- rating from Standard and Poors. This rating was indicative of the rating agencies favorable view of our fiscal integrity. By virtue of this positive rating, it benefitted the hospital in receiving lower interest rates.
- Delivered positive operating margins in a consistent manner. This was accomplished irrespective of AVH having one of the most difficult payor mixes in the State of NH (i.e., over 65% Medicare and Medicaid).
- Achieved significant facility upgrades through the Facility Master Plan. This effort was augmented by a capital campaign in the community.
- Saved over $10M in the conversion of Defined Benefit Plan. The savings were realized by taking advantage of Medicare reimbursement which subsidized the shortfall, i.e., the unfunded liability.

Vice President, Financial Services (CFO)
Androscoggin Valley Hospital | Berlin, NH | 03-15-95 – 05-30-02

Responsible for the financial systems of the institution. Filed all governmental reports as needed. Oversight of the following departments.
- Information Technology
- Purchasing
- Patient Fiscal Services (billing)
- Credit
- PatientAccess(registration)

Tasks: Financial management analysis; budget preparation and asset/liability review; accounts payable, accounts receivable, and payroll oversight; inventory and materials management oversight; procurement analysis, contract performance verification. Profit/cost determination, analysis of fund expenditures, recommend contracts.

Member of the Senior Management Team.

Chief Financial Officer
Isaacson Structural Steel, Inc.| Berlin, NH | 1983 – 1995

Education

MBA, Plymouth State University, (Plymouth, NH), 1988

Bachelor of Science in Accounting, Park College (Parkville, Mo), 1982

Military
Served 4 years in the United States Air Force, 1978 – 1982

Citizenship
USA Citizen

Ted Bolognani

Professional Summary

- Solid background in senior management with strong emphasis in finance, budget, financial planning & forecasting, GL fund accounting, audit, benefit & risk insurance and technology implementation.
- Proven record of building strong operational & financial support systems for tuition based academic programs and federally funded grant programs.
- Strong knowledge of federal rules & regulations including OMB circulars, CDC, USAID and FAR & FASB compliance issues as well as A-133 audit requirements.
- Skilled in developing and implementing standardized operating policies and procedures for all aspects of administration, accounting, grants & sub-awarding as well as overseas financial operations.
- Over 10 years experience working internationally in Africa, Asia & Eastern Europe.

Experience

Health First Family Care Center & Caring Community Network of Twin Rivers (CCNTR)
Job Title: **Chief Financial Officer** **2011 - Present**

- Responsibility for the integrity of the financial records and monitoring the daily business operations; duties include maintenance of the general ledger, accounts payable, accounts receivable, payroll and fixed assets.
- Prepare trial balance and financial statements and reports to the Board of Directors on the financial condition of the Center.
- Provide financial analysis data to CEO and monitors the annual budget and grants. The CFO tracks, bills and prepares the financial reporting on each of the grants.
- Develop policy & procedures for improving grant management & accounting operations.

World Learning **2008 - 2011**
Job Title: **Director of Finance**

- Direct a team of analyst; lead organization wide process such as budget development ($120M annual, $60M federal grant), financial planning, quantitative analysis, multi-year forecasting and business & reporting systems.
- Develop policy & procedures for improving company administrative & accounting operations and international project management.
- Manage treasury operations, international banking, foreign exchange hedging and investment portfolio.
- Oversight on federal indirect cost control issues, granting & contracting processes and project compliance.
- Liaise with Board & business partners on investment, budget and reporting.
- Manage implementation of process improvements and tech systems include budget & reporting software, field accounting, HR & payroll information systems and web based technology for management data.

The American Youth Foundation
Job Title: **Director of Finance** **2005 - 2008**

- Directed the student registrar office, accounting, human resources, audit, risk insurance and administrative functions for 3 locations (MO, MI & NH).
- Directed the information technology (IT) services for company's 3 office network, including installation of new email and communication systems and moving financial systems to web platform & Citrix desktop.
- As senior management, participated in strategic planning, policy formation and major decision making with CEO & Board of Directors.
- Served foundations Board on all financial, audit & investment matters.

Institute for Sustainable Communities **2003-2005**
Job Title: Director of Finance & International Operations

- Directed administration, HR, finance & business services for headquarters and 10 country offices.
- Managed A-133 audits and responsible to insure USAID & OMB rules/regulation compliance on projects.
- Developed and implemented cost allocation plans, policies and procedures for overseas operations insuring approval of USAID indirect cost rate (NICRA).
- Directed international finance staff in country offices to insure compliance on USAID sub-award programs.
- Implemented a new ERP & accounting system for headquarters and provided overseas training
- Lead financial person for agency, presented financial statements to Board, audit committee & donors.

Global Health Council **1998 - 2003**
Job Title: **Finance Director**

- Directed agency functions & policy for facilities, accounting, human resources & information technology.
- Directed grant & contract reporting & compliance on federal & privately funded projects and programs. Developed agencies first indirect cost allocation plan and negotiated indirect cost rate with USAID.
- Implemented new fund accounting package (Blackbaud).
- Directly managed employee benefit programs, including 403(b) pension, health, dental & life insurances.
- Provided oversight on hiring & firing decisions, payroll and employee evaluations, pay-raise & merit award system and welfare matters.
- Oversaw development and directed agencies IT systems & web-site implementation, includes VOIP system using dedicated PTP, administer the VPN frame relay, provided direct PC & LAN/WAN hardware support for WinNT/2000 servers, MS BackOffice & Exchange Server.

Southeastern Vermont Community Action **1993 - 1998**
Job Title: **Director of Finance**

- Directed all administrative, personnel, IT & financial management functions.
- Primary liaison to Board of Directors, funders and public donors on financial matters.

- Directed agency accounting, grant reporting, Medicaid & Medicare billing, and federal & state compliance program.
- Directed grant reporting & compliance on federal, state & privately funded projects and programs.
- Managed HR systems, employee benefits, insurance and 403(b) pension plan.

CARE, International Development Agency **1988 - 1993**
Job Title: **Deputy Country Director, Administration and Finance – Uganda**

- Directed HR, IT and accounting/financial functions for country-wide operations. Took lead in agency planning and major grant, contract & business negotiations

- Directed grant reporting & compliance on federal, state & privately funded projects.
- Developed training programs in HR, procurement, inventory control, planning & budgeting to comply with federal funding requirements.

Job Title: Controller CARE Emergency Relief Office in Mogadishu - Somalia

- Supervise Accounting, HR and IT systems & Administrative staff for relief operations in 4 major refugee camps throughout Somalia.
- Prepared and audited monthly financial documents for reporting to headquarter on an annual budget of US 78.9 million. Managed all balance sheet & income statement accounts

Education:

- Masters of International Administration, World Learning's School for International Training
- B.S. Business Administration, University of Vermont

HealthFirst Family Care Center, Inc.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Russell Keene	CEO	$175,011	0%	$0.00
Dr. Nora Janeway	Medical Director	$194,249	0%	$0.00
Ted Bolognani	CFO	$142,000	0%	$0.00

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STATE OF NEW HAMPSHIRE
JUN21 '19 PM 2:41 DAS
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

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

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

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,

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**

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.

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

Lisa Morris
Director

HealthFirst Family Care Center, Inc

5/7/19
Date

Name: Richard D. Silverberg
Title: President

Acknowledgement of Contractor's signature:

State of New Hampshire County of Merrimack on 5/7/2019, 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 of Notary Public or Justice of the Peace

LAUREN E. WALKER
NOTARY PUBLIC
EXP. 10/01/2019
NEW HAMPSHIRE

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

My Commission Expires: 10/01/2019

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

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

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

OFFICE OF THE SECRETARY OF STATE

____
Date

____
Name:
Title:

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

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 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

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

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 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

21 mac

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

NH DIVISION OF Public Health Services

Jeffrey A. Meyers
Commissioner

Lisa Morris, MSSW
Director

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 Name

RFP-2018-DPHS-21-BREAS
RFP Number

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Catholic Medical Center		200	134
2. Greater Seacoast Community Health		200	168
3. HealthFirst Family Care Center, Inc.		200	160
4. Manchester Community Health Center		200	156

Reviewer Names

1. Stacey Smith, Pub Hlth Nurse Consl, 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

FORM NUMBER P-37 (version 5/8/15)

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

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name HealthFirst Family Care Center, 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.S. Iverberg President	

1.13 Acknowledgement: State of NH, County of Merrimack

On March 5, 2018, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

1.13.2 Name and Title of Notary or Justice of the Peace
Lauren E. Walker (Member Service Supervisor)

1.14 State Agency Signature New Hampshire Date: 3/5/2018	1.15 Name and Title of State Agency Signatory Lisa Morris, Director DPHS 3/6/18
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: 4/4/18
1.18 Approval by the Governor and Executive Council *(if applicable)* By:	On:

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

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

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

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

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

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

Contractor Initials RDS
Date 2/5/18

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

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

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

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

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

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

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

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

Contractor Initials AB
Date 2/5/18

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials KLS
Date 3/6/18

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

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.

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 (10^{th}) 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.

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.

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.

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

Click here to enter text.

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

Potential Barriers and/or Challenges

Click here to enter text.

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.*
6. *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.

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

Click here to enter text

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

Click here to enter text

data to complete CDC-required clinic data forms.

Revising the Health System EBI Implementation Plan

Click here to enter text.

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.

Click here to enter text.

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

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 Brock, 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-Febuary 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-Febuary 2019*	*TA plan*

NH DIVISION OF Public Health Services
Department of Health and Human Services

Let No Woman Be Overlooked
Department of Health and Human Services
Division of Public Health Services

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
Provider Assessment and Feedback 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%**	**Client Reminders** 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: • Follow-up printed or telephone reminders • Additional information about indications for, benefits of, and ways to overcome barriers to screening • Assistance in scheduling appointments **Evidence:** Median increase of **14.0%**	**Structural Barriers for Clients** 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: • 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)

		Evidence: Median increase of **17.7%**
Provider Reminder and Recall Systems 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%**	**One-on-One Education for Clients** 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%**	**Group Education for Clients** 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%**
	Small Media Targeting Clients 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%**	

	Reducing Client Out-of-Pocket Costs 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%**	

NH DIVISION OF Public Health Services
Department of Health and Human Services

Let No Women Be Overlooked

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
Provider Assessment and Feedback 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%**	**Client Reminders** 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: • 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 **Evidence:** Median increase of **10.2%**	**Reducing Structural Barriers for Clients** 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: • 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)

		Evidence:*based only on a very small number of studies Pap screening: median increase of 13.6%
Provider Reminder and Recall Systems 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 **4.7%**	**Small Media Targeting Clients** 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. **vidence:** Median increase of **4.5%**	**Reducing Client Out-of-Pocket Costs** 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*: based only on a very small number of studies** • Pap tests: reported increase of **17%**
	Group Education for Clients 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:*based only on a very small number of studies** Median increase of **10.6%**	
	<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%**	

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

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

1. Total Salary/Wages	$ 4,400.06	$ 440.01	$ 4,840.87	$ 2,204.53	$ 220.45	$ 2,424.98	$ 2,204.53	$ 220.45	$ 2,424.98
2. Employee Benefits (25% of wages)	$ 1,102.28	$ 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	$ 7,746.68	$ 774.67	$ 8,521.33	$ 2,755.66	$ 275.57	$ 3,031.23	$ 4,990.02	$ 499.00	$ 5,489.02

Indirect As A Percent of Direct 10.0%

Health First Family Care Center
Exhibit B-1 Budget
Page 1 of 1

Contractor Initials: RDS

Date: 2/5/18

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	$ 4,995.51	$ 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	$ 15,676.71	$ 1,567.67	$ 17,244.38	$ 5,676.72	$ 567.67	$ 6,244.39	$ 10,000.00	$ 1,000.00	$ 11,000.00

Indirect As A Percent of Direct 10.0%

Contractor Initials: BLS

Date: 2/5/18

HealthFirst Family Care Center

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials
Date 3/5/18

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

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

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

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

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

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

Contractor Name:

3/5/18
Date

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-I.)

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

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

Contractor Name:

2/5/18
Date

Richard D Silverberg President
Name:
Title:

Contractor Initials
Date 2/5/18

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

2/5/18
Date

Name:
Title: President

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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

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

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

2/5/18
Date

Contractor Name:
Richard W. Silverberg
Name:
President
Title:

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Date: 2/6/18

Contractor Name:

Name:

Title: President

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

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

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the Information created or received by Business Associate from or on behalf of Covered Entity.

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l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

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

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

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

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

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Contractor Initials

Date 3/5/18

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

(4) . **Obligations of Covered Entity**

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

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

(6) **Miscellaneous**

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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

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

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

Department of Health and Human Services	Health First Family Care Center Inc.
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Richard J. Sterling
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, DPHS	President
Title of Authorized Representative	Title of Authorized Representative
3/16/18	3/5/18
Date	Date

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

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

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

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

Contractor Name:

3/5/18
Date

Name:
Title: President

FORM A

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

1. The DUNS number for your entity is: 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: _____

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

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.

Contractor Initials RDS

Date 3/5/18

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the Breast and Cervical Cancer Screening Program Community and Clinical Cancer Screening Improvement Project contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Amoskeag Health, formerly known as Manchester Community Health Center ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 2, 2018, (Item #21), as amended on June 19, 2019, (Item #78D), 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, pursuant to Form P-37, General Provisions, Paragraph 18 the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; 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 1.8, Price Limitation, to read:

   Amoskeag Health

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

   March 31, 2022.

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

   $118,056.

4. Modify 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, 2021 and the Department shall not be liable for any payments for services provided after June 30, 2021 unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2022-2023 biennium.

5. Add Exhibit B-5 Budget, Amendment #2, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment #2 remain in full force and effect. 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

2/16/2021

Date

DocuSigned by:
Lisa M. Morris
D938DBFB6GA64A8...

Name: Lisa M. Morris
Title:
Director, Division of Public Health Srvcs.

Amoskeag Health

2/10/2021

Date

DocuSigned by:
B5EAF909C05F454...

Name: Kris McCracken
Title:
President/CEO

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

OFFICE OF THE ATTORNEY GENERAL

2/26/2021

DocuSigned by:
D5CA9202E32C4AE...

Date

Name: Catherine Pinos
Title: Attorney

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:

New Hampshire Department of Health and Human Services

Contractor Name: Amoskeag Health

Budget Request for: NH Breast and Cervical Cancer Screening
(Project Title)

Budget Period: July 1, 2021 - March 31, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 16,656.45	$ 1,665.65	$ 18,322.10	$ -	$ -	$ -	$ 16,656.45	$ 1,665.65	$ 18,322.10
2. Employee Benefits	$ 4,901.86	$ 490.19	$ 5,392.05	$ 3,321.95	$ 332.20	$ 3,654.15	$ 1,579.91	$ 157.99	$ 1,737.90
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 21,558.31	$ 2,155.84	$ 23,714.15	$ 3,321.95	$ 332.20	$ 3,654.15	$ 18,236.36	$ 1,823.64	$ 20,060.00
Indirect As A Percent of Direct		10.0%							

DS

Contractor Initials _____

Date 2/10/2021

State of New Hampshire

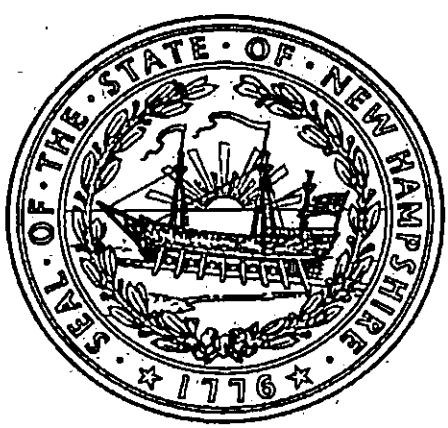
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that AMOSKEAG HEALTH is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 07, 1992. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **175115**

Certificate Number: **0005052592**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 7th day of December A.D. 2020.

William M. Gardner

Secretary of State

CERTIFICATE OF AUTHORITY

I, David Crespo, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of Amoskeag Health.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on Feb 10, 2021, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Kris McCracken-President and CEO of Amoskeag Health- is duly authorized on behalf of Amoskeag Health, to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to affect the purpose of this vote.

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

Dated: 2/10/2021

Signature of Elected Officer
Name: David Crespo
Title: Secretary

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/19/2021

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

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

PRODUCER Aspen Insurance Agency An Optisure Risk Partner 40 Stark Street Manchester NH 03104	CONTACT NAME: Kim Bilodeau PHONE (A/C, No, Ext): (603) 647-0800 FAX (A/C, No): (603) 647-0330 E-MAIL ADDRESS: kim.bilodeau@optisure.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Selective Insurance Company		
	INSURER B : Comp-SIGMA Ltd		
INSURED AMOSKEAG HEALTH & CHILD HEALTH SERVICES INC 145 HOLLIS ST MANCHESTER NH 03101-1235	INSURER C : Hanover Professionals Direct		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES CERTIFICATE NUMBER: CL2011213067 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			S 2438257	11/01/2020	11/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG NOCR	$ 1,000,000 $ $ 10,000 $ $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			S 2438257	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Auto Elite Pac	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			S 2438257	11/01/2020	11/01/2021	EACH OCCURRENCE AGGREGATE 	$ 4,000,000 $ 4,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		HCHS20200000383	11/01/2020	11/01/2021	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
C	FTCA Gap Liability FTCA Gap Liability			L1VA515491 06	07/01/2020	07/01/2021	Each Incident Aggregate	$1,000,000 $3,000,000

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

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human
129 Pleasant ST
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Kim Bilodeau

ADDITIONAL COVERAGES

Ref #	Description		Coverage Code	Form No.	Edition Date
	Employment Practices Liab Ins		EPLI		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$11.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Data Compromise	DATAC		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$93.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Uninsured motorist property damage	UMPD		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date
	Medical payments	MEDPM		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
5,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
	Uninsured motorist combined single limit	UMCSL		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000					

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

OFADTLCV

AMOSKEAG HEALTH

MISSION

To improve the health and well-being of our patients and the communities we serve by providing exceptional care and services that are accessible to all.

VISION

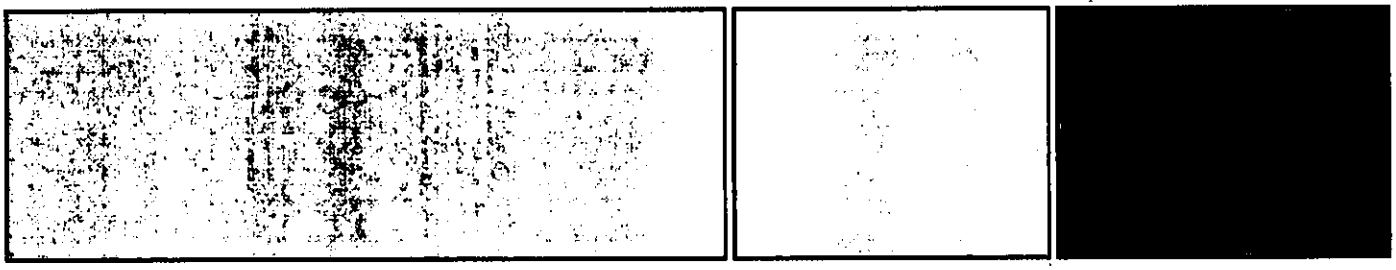
We envision a healthy and vibrant community with strong families and tight social fabric that ensures everyone has the tools they need to thrive and succeed.

CORE VALUES

We believe in:

- Promoting wellness and empowering patients through education
- Removing barriers so that our patients achieve and maintain their best possible health
- Providing exceptional, evidence-based and patient-centered care
- Fostering an environment of respect, integrity and caring where all people are treated equally with dignity and courtesy

BerryDunn



AMOSKEAG HEALTH

FINANCIAL STATEMENTS

June 30, 2020 and 2019

With Independent Auditor's Report

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Amoskeag Health

We have audited the accompanying financial statements of Amoskeag Health, which comprise the balance sheets as of June 30, 2020 and 2019, and the related statements of operations, functional expenses, changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Amoskeag Health as of June 30, 2020 and 2019, and the results of its operations, changes in its net assets and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Change in Accounting Principle

As discussed in Note 1 to the financial statements, during the year ended June 30, 2020, Amoskeag Health adopted new accounting guidance, Financial Accounting Standards Board Accounting Standards Update No. 2018-08, *Not-for-Profit Entities (Topic 958), Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. Our opinion is not modified with respect to this matter.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
November 3, 2020

AMOSKEAG HEALTH

Balance Sheets

June 30, 2020 and 2019

ASSETS

	2020	2019
Current assets		
Cash and cash equivalents	$ 3,848,925	$ 1,368,835
Patient accounts receivable, net	1,650,543	1,890,683
Grants and other receivables	985,801	1,063,463
Other current assets	114,920	174,461
Total current assets	6,600,189	4,497,442
Property and equipment, net	4,249,451	4,397,203
Total assets	$10,849,640	$ 8,894,645

LIABILITIES AND NET ASSETS

Current liabilities		
Line of credit	$ 450,000	$ 450,000
Accounts payable and accrued expenses	526,311	576,623
Accrued payroll and related expenses	1,473,665	1,210,890
Deferred revenue	308,131	-
Paycheck Protection Program refundable advance	1,467,800	-
Current maturities of long-term debt	42,505	46,368
Total current liabilities	4,268,412	2,283,881
Long-term debt, less current maturities	1,556,661	1,594,959
Total liabilities	5,825,073	3,878,840
Net assets		
Without donor restrictions	4,711,819	4,409,285
With donor restrictions	312,748	606,520
Total net assets	5,024,567	5,015,805
Total liabilities and net assets	$10,849,640	$ 8,894,645

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

AMOSKEAG HEALTH

Statements of Operations

Years Ended June 30, 2020 and 2019

	2020	2019
Operating revenue		
Patient service revenue	$11,473,557	$10,543,526
Provision for bad debts	(681,463)	(380,456)
Net patient service revenue	10,792,094	10,163,070
Grants, contracts and support	8,754,060	8,260,664
Provider Relief Funds	214,172	-
Other operating revenue	264,523	546,428
Net assets released from restriction for operations	380,447	1,066,720
Total operating revenue	20,405,296	20,036,882
Operating expenses		
Salaries and wages	12,918,995	11,994,846
Employee benefits	2,423,466	2,270,095
Program supplies	519,960	525,199
Contracted services	2,190,239	2,175,172
Occupancy	725,333	716,607
Other	811,140	841,861
Depreciation and amortization	426,791	428,159
Interest	86,838	100,845
Total operating expenses	20,102,762	19,052,784
Excess of revenue over expenses	302,534	984,098
Net assets released from restriction for capital acquisition	-	32,976
Increase in net assets without donor restrictions	$ 302,534	$ 1,017,074

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

AMOSKEAG HEALTH

Statements of Functional Expenses

Years Ended June 30, 2020 and 2019

	2020											
	Healthcare Services								Administrative and Support Services			
	Non-clinical Support Services	Enabling Services	Behavioral Health	Pharmacy	Medical	Special Medical Programs	Community Services	Total Healthcare Services	Facility	Marketing and Fundraising	Administration	Total
Salaries and wages	$ 1,718,516	$ 526,822	$ 1,927,974	$ 79,500	$ 5,631,705	$ 842,162	$ 236,825	$10,963,504	$ 125,802	$ 158,008	$ 1,671,681	$12,918,995
Employee benefits	323,122	98,862	360,012	14,705	984,467	154,645	42,814	1,978,627	23,506	28,852	392,481	2,423,466
Program supplies	1,308	2,966	58,720	197,339	231,140	7,369	8,622	507,464	1,419	-	11,077	519,960
Contracted services	152,425	265,070	197,932	338,328	474,948	361,030	166,451	1,956,184	14,136	14,036	205,883	2,190,239
Occupancy	114,192	15,814	99,973	4,020	635,524	109,571	-	979,094	(524,235)	16,216	254,258	725,333
Other	69,816	5,692	87,212	435	101,999	20,137	42,731	328,022	55,165	22,673	405,280	811,140
Depreciation and amortization	205	-	11,358	-	50,809	569	1,224	64,165	241,318	462	120,846	426,791
Interest	-	-	-	-	-	-	-	-	62,889	-	23,949	86,838
Total	$ 2,379,584	$ 915,226	$ 2,743,181	$ 634,327	$ 8,110,592	$ 1,495,483	$ 498,667	$16,777,060	$ -	$ 240,247	$ 3,085,455	$20,102,762

	2019											
	Healthcare Services								Administrative and Support Services			
	Non-clinical Support Services	Enabling Services	Behavioral Health	Pharmacy	Medical	Special Medical Programs	Community Services	Total Healthcare Services	Facility	Marketing and Fundraising	Administration	Total
Salaries and wages	$ 1,697,621	$ 510,217	$ 1,752,659	$ 34,993	$ 5,377,237	$ 845,292	$ 115,735	$10,333,754	$ 120,979	$ 144,863	$ 1,395,250	$11,994,846
Employee benefits	323,075	97,869	330,299	6,406	932,471	164,397	20,419	1,874,936	22,428	27,986	344,745	2,270,095
Program supplies	1,047	5,896	39,987	254,261	217,078	5,211	1,030	524,510	412	120	157	525,199
Contracted services	76,373	251,088	202,352	336,857	445,115	395,557	220,523	1,927,865	21,225	21,502	204,580	2,175,172
Occupancy	121,143	16,549	105,959	4,260	687,382	116,132	-	1,051,425	(516,379)	17,186	164,375	716,607
Other	58,708	6,528	109,127	482	137,613	31,160	25,718	369,336	56,513	36,580	379,432	841,861
Depreciation and amortization	-	-	3,530	-	45,077	474	-	49,081	255,603	-	123,475	428,159
Interest	-	-	-	-	-	-	-	-	39,219	-	61,626	100,845
Total	$ 2,277,967	$ 888,147	$ 2,543,913	$ 637,259	$ 7,841,973	$ 1,558,223	$ 383,425	$16,130,907	$ -	$ 248,237	$ 2,673,640	$19,052,784

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

AMOSKEAG HEALTH

Statements of Changes in Net Assets

Years Ended June 30, 2020 and 2019

	2020	2019
Net assets without donor restrictions		
Excess of revenue over expenses	$ 302,534	$ 984,098
Net assets released from restriction for capital acquisition	-	32,976
Increase in net assets without donor restrictions	302,534	1,017,074
Net assets with donor restrictions		
Contributions	86,675	1,000,880
Net assets released from restriction for operations	(380,447)	(1,066,720)
Net assets released from restriction for capital acquisition	-	(32,976)
Decrease in net assets with donor restrictions	(293,772)	(98,816)
Change in net assets	8,762	918,258
Net assets, beginning of year	5,015,805	4,097,547
Net assets, end of year	$ 5,024,567	$ 5,015,805

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

AMOSKEAG HEALTH

Statements of Cash Flows

Years Ended June 30, 2020 and 2019

	2020	2019
Cash flows from operating activities		
Change in net assets	$ 8,762	$ 918,258
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	426,791	428,159
Equity in loss from limited liability company	6,877	-
(Increase) decrease in the following assets		
Patient accounts receivable	240,140	(105,792)
Grants and other receivables	77,662	(539,790)
Other current assets	40,441	10,551
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	(50,312)	(6,838)
Accrued payroll and related expenses	262,775	94,484
Deferred revenue	308,131	-
Net cash provided by operating activities	1,321,267	799,032
Cash flows from investing activities		
Distribution from limited liability company	12,223	-
Capital expenditures	(274,832)	(174,314)
Net cash used by investing activities	(262,609)	(174,314)
Cash flows from financing activities		
Payments on line of credit	-	(235,000)
Proceeds from Paycheck Protection Program refundable advance	1,467,800	-
Payments on long-term debt	(46,368)	(66,375)
Net cash provided (used) by financing activities	1,421,432	(301,375)
Net increase in cash and cash equivalents	2,480,090	323,343
Cash and cash equivalents, beginning of year	1,368,835	1,045,492
Cash and cash equivalents, end of year	$ 3,848,925	$ 1,368,835
Supplemental disclosures of cash flow information		
Cash paid for interest	$ 86,838	$ 100,845
Non-cash transactions		
Line of credit refinanced as long-term debt	$ -	$ 500,000

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

Organization

Amoskeag Health (the Organization) is a not-for-profit corporation organized in New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) providing high-quality, comprehensive, and family-oriented primary health care and support services, which meet the needs of a diverse community, regardless of age, ethnicity or income.

1. Summary of Significant Accounting Policies

Basis of Presentation

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

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

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

Uncertainty Related to COVID-19

On March 11, 2020, the World Health Organization declared the 2019 Novel Coronavirus Disease (COVID-19) a global pandemic. The COVID-19 pandemic has impacted and could further impact the Organization's operations as a result of quarantines and travel and logistics restrictions. The extent to which the COVID-19 pandemic impacts the Organization's business, results of operations and financial condition will depend on future developments, which are highly uncertain and cannot be predicted, including, but not limited to the duration, spread, severity, and impact of the COVID-19 pandemic, the effects of the COVID-19 pandemic on the Organization's members and the remedial actions and stimulus measures adopted by local and federal governments. Therefore, the Organization cannot reasonably estimate the impact at this time.

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.

Use of Estimates

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

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits, money market funds and petty cash.

The Organization has cash deposits in major financial institutions which exceed federal depository insurance limits. The Organization has not experienced losses in such accounts and management believes the credit risk related to these deposits is minimal.

Grants and Other Receivables

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

A portion of the Organization's revenue is derived from cost-reimbursable grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as deferred revenue. The Organization has been awarded cost reimbursable grants of $5,557,242 and $4,529,840 that have not been recognized at June 30, 2020 and 2019, respectively, because qualifying expenditures have not yet been incurred. The Organization also has been awarded $4,410,210 in cost-reimbursable grants with a project period beginning July 1, 2020.

The Organization receives a significant amount of grants from the U.S. Department of Health and Human Services (HHS). As with all government funding, these grants are subject to reduction or termination in future years. For the years ended June 30, 2020 and 2019, grants from HHS (including both direct awards and awards passed through other organizations) represented approximately 58% and 61%, respectively, of grants, contracts and support revenue.

Investment in Limited Liability Company

The Organization was one of eight partners in Primary Health Care Partners (PHCP), a limited liability company organized in New Hampshire. The Organization's investment in PHCP was reported on the equity method due to the Organization's ability to exercise significant influence over reporting and financial policies. The Organization's investment in PHCP amounted to $22,589 at June 30, 2019. PHCP was terminated on December 31, 2019 due to changes in the regulatory environment in New Hampshire. The Organization's capital balance was distributed to the Organization during 2020.

Property and Equipment

Property and equipment are carried at cost. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets. The Organization's capitalization policy is applicable for acquisitions greater than $1,000.

Provider Relief Funds

The Coronavirus Aid, Relief, and Economic Security (CARES) Act and the Paycheck Protection Program and Health Care Enhancement Act (PPPHCE) Act established the Provider Relief Fund (PRF) to support healthcare providers in the battle against the COVID-19 outbreak. The PRF is being administered by HHS. The Organization received PRF in the amount of $214,172 during the year ended June 30, 2020. These funds are to be used for qualifying expenses and to cover lost revenue due to COVID-19. The PRF are considered conditional contributions and are recognized as income when qualifying expenditures have been incurred. Management believes the Organization met the conditions necessary to recognize these contributions as revenue as of June 30, 2020, based on its understanding of the requirements related to lost revenues. Management believes the position taken is a reasonable interpretation of the rules, subject to further clarification, which is expected from HHS.

Subsequent reports to HHS are required for the period ending December 31, 2020. On September 19, 2020 and October 22, 2020, HHS issued reporting requirements which revised the previous definition of qualifying expenditures related to lost revenue. Due to the complexity of the reporting requirements and the continued issuance of clarifying guidance, there is at least a reasonable possibility the amount of income recognized related to lost revenues may change by a material amount. Any difference between amounts previously estimated and amounts subsequently determined to be recoverable or payable will be included in income in the year that such amounts become known.

Paycheck Protection Program

On April 23, 2020, the Organization qualified for and received a loan in the amount of $1,467,800 pursuant to the Paycheck Protection Program (PPP), a program implemented by the U.S. Small Business Administration (SBA) under the CARES Act and the PPPHCE Act. The loan is unsecured, has a two-year term with a maturity date of April 2022, bears an annual interest rate of 1%, and shall be payable monthly with the first six monthly payments deferred. The principal amount of the PPP is subject to forgiveness, upon the Organization's request, to the extent that the proceeds are used to pay qualifying expenditures, including payroll costs, interest on mortgages, rent and utilities, incurred by the Organization.

The Organization has utilized $1,088,067 of the total available PPP for qualifying expenditures as of June 30, 2020 and anticipates utilizing the remaining funds in the first quarter of fiscal year 2021. It is the Organization's intent to apply for forgiveness at that time. Forgiveness is subject to the sole approval of the SBA. The Organization has chosen to follow the conditional contribution model for the PPP and has opted to not record any income until forgiveness is received. The full amount of the PPP received is reported as a refundable advance in the current liabilities section of the balance sheet at June 30, 2020.

COVID-19 Emergency Healthcare System Relief Fund Loan

During July, 2020, the Organization qualified for and received a loan in the amount of $250,000 from the COVID-19 Emergency Healthcare System Relief Fund (Relief Loan), a program implemented by the State of New Hampshire, Department of Health and Human Services. The Relief Loan is unsecured, is interest free, and has a maturity date of 180 days after the expiration of the State of Emergency declared by the Governor at which time the loan is due in full. The principal amount of the Relief Loan has the potential to be converted to a grant at the discretion of the Governor if certain criteria are met. The Organization submitted an application to convert the Relief Loan to a grant which was approved.

Patient Service Revenue

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

340B Drug Pricing Program

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHCs and other identified entities at a reduced price. The Organization contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of the Organization and bill Medicare, Medicaid managed care companies and commercial insurances on behalf of the Organization. Reimbursement received by the pharmacies is remitted to the Organization, less dispensing and administrative fees.

Contributions

During 2020, the Organization adopted Financial Accounting Standards Board Accounting Standards Update (ASU) No. 2018-08, *Not-for-Profit Entities (Topic 958), Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. ASU No. 2018-08 applies to all entities that receive or make contributions and clarifies the definition of transactions accounted for as an exchange transaction subject to applicable guidance for revenue recognition, and transactions that should be accounted for as contributions (non-exchange transactions) subject to the contribution accounting model.

Further, ASU No. 2018-08 provides criteria for evaluating whether contributions are unconditional or conditional. Conditional contributions specify a barrier that the recipient must overcome and a right of return that releases the donor from its obligation if the barrier is not achieved, otherwise the contribution is unconditional. Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. Conditional contributions received prior to incurring qualifying expenditures are reported as deferred revenue. The adoption of ASU No. 2018-08 was effective for the year ended June 30, 2020, and thus had no impact on the Organization's 2019 net assets, results of its operations, or cash flows. Prior to the adoption of ASU No. 2018-08, the Organization reported grant awards in net assets with donor restrictions, with releases from restriction when qualifying expenditures were incurred.

Contributions are reported as net assets with donor restrictions if they are received with donor stipulations that limit use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified as net assets without donor restrictions and reported in the statements of operations as net assets released from restriction.

Functional Expenses

The financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include depreciation, interest, and office and occupancy costs, which are allocated on a square-footage basis, as well as the shared systems technology fees for the Organization's medical records and billing system, which are allocated based on the percentage of patients served by each function.

Excess of Revenue Over Expenses

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

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through November 3, 2020, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

2. Availability and Liquidity of Financial Assets

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

The Organization had working capital of $2,331,777 and $2,213,561 at June 30, 2020 and 2019, respectively. The Organization had average days (based on normal expenditures) cash and cash equivalents on hand (including investments and assets limited as to use for working capital) of 150 and 113 at June 30, 2020 and 2019, respectively.

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

	2020	2019
Cash and cash equivalents	$ 3,848,925	$ 1,368,835
Patient accounts receivable, net	1,650,543	1,890,683
Grants and other receivables	985,801	1,063,463
Financial assets available	6,485,269	4,322,981
Less net assets with donor restrictions	312,748	606,520
Financial assets available for general expenditure	$ 6,172,521	$ 3,716,461

The Organization's goal is generally to have, at the minimum, the Health Resources and Services Administration recommended days cash on hand for operations of 30 days. At June 30, 2020, average days cash on hand was higher than the Organization's goal due to various COVID related relief payments disclosed in Note 1.

The Organization has a $1,000,000 line of credit, as discussed in more detail in Note 5. As of June 30, 2020, $550,000 remained available on the line of credit.

3. Patient Accounts Receivable

Patient accounts receivable consisted of the following as of June 30:

	2020	2019
Patient service accounts receivable	$ 2,977,166	$ 3,115,302
Contract 340B pharmacy program receivables	117,989	106,443
Total patient accounts receivable	3,095,155	3,221,745
Allowance for doubtful accounts	(1,444,612)	(1,331,062)
Patient accounts receivable, net	$ 1,650,543	$ 1,890,683

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. Primary payers representing 10% or more of the Organization's gross patient accounts receivable are as follows:

	2020	2019
Medicare	15 %	13 %
Medicaid	22 %	26 %

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectability of patient accounts receivable, the Organization analyzes its past history and identifies trends for each individual payer. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts follows as of June 30:

	2020	2019
Balance, beginning of year	$ 1,331,062	$ 1,219,080
Provision for bad debts	681,463	380,456
Write-offs	(567,913)	(268,474)
Balance, end of year	$ 1,444,612	$ 1,331,062

The increase in the allowance is due to an increase in balances over 240 days old.

4. Property and Equipment

Property and equipment consist of the following as of June 30:

	2020	2019
Land	$ 81,000	$ 81,000
Building and leasehold improvements	5,165,754	5,125,647
Furniture and equipment	2,355,196	2,120,471
Total cost	7,601,950	7,327,118
Less accumulated depreciation	3,352,499	2,929,915
Property and equipment, net	$ 4,249,451	$ 4,397,203

Property and equipment acquired with Federal grant funds are subject to specific federal standards for sales and other dispositions. In many cases, the Federal government retains a residual ownership interest in the assets, requiring prior approval and restrictions on disposition.

5. Line of Credit

The Organization has a $1,000,000 line of credit demand note with a local banking institution subject to an annual review as of December 31. The line of credit is collateralized by all assets. The interest rate is LIBOR plus 3.5% (5.3% at June 30, 2020). There was an outstanding balance on the line of credit of $450,000 at June 30, 2020 and 2019.

The Organization has a 30-day paydown requirement on the line of credit. For the year ended June 30, 2020, the Organization received a waiver from the bank for the paydown requirement.

6. Long-Term Debt

Long-term debt consists of the following as of June 30:

	2020	2019
Note payable, with a local bank (see terms below)	**$ 1,598,648**	$ 1,634,694
Note payable, New Hampshire Health and Education Facilities Authority (NHHEFA), payable in monthly installments of $513, including interest at 1.00%, due July 2020, collateralized by all business assets	**518**	6,633
Total long-term debt	**1,599,166**	1,641,327
Less current maturities	**42,505**	46,368
Long-term debt, less current maturities	**$ 1,556,661**	$ 1,594,959

The Organization has a promissory note with Citizens Bank, N. A. (Citizens), collateralized by real estate, for $1,670,000 with NHHEFA participating in the lending for $450,000 of the note payable. Monthly payments of $8,595, including interest fixed at 3.76%, are based on a 25 year amortization schedule and are to be paid through April 2026, at which time a balloon payment will be due for the remaining balance. The note is collateralized by real estate.

Scheduled principal repayments of long-term debt for the next five years and thereafter follows as of June 30, 2020:

2021	$ 42,505
2022	43,616
2023	45,308
2024	46,912
2025	48,886
Thereafter	1,371,939
Total	$ 1,599,166

The Organization is required to meet an annual minimum working capital and debt service coverage debt covenants as defined in the loan agreement with Citizens. In the event of default, Citizens has the option to terminate the agreement and immediately request payment of the outstanding debt without notice of any kind to the Organization. The Organization was in compliance with all loan covenants at June 30, 2020.

7. Net Assets

Net assets were as follows as of June 30:

	2020	2019
Net assets without donor restrictions		
Undesignated	$ 462,368	$ 12,082
Designated for working capital	4,249,451	4,397,203
Total	$ 4,711,819	$ 4,409,285
Net assets with donor restrictions for specific purpose		
Temporary in nature		
Healthcare services	$ 80,961	$ 364,936
Child health services	130,429	140,226
Total	211,390	505,162
Permanent in nature		
Available to borrow for working capital as needed	101,358	101,358
Total	$ 312,748	$ 606,520

8. Patient Service Revenue

Patient service revenue follows for the years ended June 30:

	2020	2019
Gross charges	$18,001,613	$18,103,265
Contract 340B pharmacy revenue	1,508,541	1,553,866
Total gross revenue	19,510,154	19,657,131
Contractual adjustments	(6,016,154)	(7,174,190)
Sliding fee scale discounts	(2,020,443)	(1,939,415)
Total patient service revenue	$11,473,557	$10,543,526

Revenue from Medicaid accounted for approximately 55% and 53% of the Organization's gross patient service revenue for the years ended June 30, 2020 and 2019, respectively. No other individual payer represented more than 10% of the Organization's gross patient service revenue.

Laws and regulations governing the Medicare, Medicaid and 340B programs are complex and subject to interpretation. The Organization believes that it is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare, Medicaid and 340B. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

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

Medicare

The Organization is reimbursed for the 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.

Medicaid and Other Payers

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively determined rates per visit and contractually obligated payment rates which may be less than the Organization's public fee schedule.

Charity Care

The Organization provides care to patients who meet certain criteria under its sliding fee discount policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization sliding fee discount policy amounted to $2,432,740 and $2,217,386 for the years ended June 30, 2020 and 2019, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

9. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 403(b) that covers substantially all employees. The Organization contributed $285,796 and $309,981 for the years ended June 30, 2020 and 2019, respectively.

10. Medical Malpractice Insurance

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of the year ended June 30, 2020, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and additional medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

11. Lease Commitments

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

2021	$ 194,822
2022	178,451
2023	147,032
2024	94,357
Total	$ 614,662

Rent expense amounted to $226,805 and $223,302 for the years ended June 30, 2020 and 2019, respectively.

AMOSKEAG HEALTH BAORD OF DIRECTORS AS OF 2.10.2021

Catherine Marsellos	Paralegal
David Crespo	Field Consultant
Angella Chen-Shadeed	Caregiver
Dennis "Danny" Carlsen	Landlord
Phillip Adams	Carpenter
David Hildenbrand	COO
Kathleen Davidson	Atty
Richard Elwell	Consultant
Dawn McKinney	Policy Director
Thomas Lavoie	Insurance Broker
Christian Scott	Director of Talent Acquisition
Madhab Gurung	Direct Support Professional
Debra (Debbie) Manning	Health Care Consultant Software
Jill Bille	CFO
Obhed Giri	Home Care Provider
Gail Tudor	Assoc. Dean of Health Professions/SNHU
Rusty Mosca	Managing Director Nathan Wechsler

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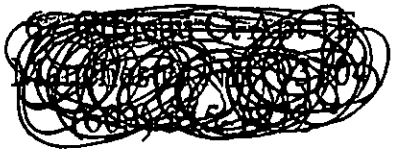
Yesenia Rosario-Portillo



EDUCATION:

New Hampshire Technical College: 1994-1996
Manchester NH 03102

Manchester West High School: 1991-1994
Manchester NH 03102

Parkside Middle School: 1987-1991
Manchester NH 03102

EXPERIENCE:

(Elliot Health System) Elliot Hospital: 2005-2011
One Elliot Way
Manchester NH 03103

Receptionist / Scheduler

Duties: Greet, Check-in, register patients and take them back to their assigned room. Call patients to Pre-register prior to the date of service if possible. Answer phones, schedule surgical appts. Prepare patient charts prior to date of service. Also requested labs, EKG's, H+P's etc from PCP's offices +/or other facilities for Pre-op nurse +/or Anesthesiologist to review prior to date of service. Served as Spanish translator when needed. Worked on schedules to move cases, reschedule +/or cancel surgeries as requested.

New Hampshire Orthopaedic Surgery: 1998-2005
700 Lake Ave
Manchester NH 03103

Scheduling Coordinator:

Duties: Schedule tests and therapies for patients such as MRI's, CT Scans, PT and OT. Call insurance companies to check if Pre-cert was needed. Keep track of appts and schedule follow-up appts for patients.

(EHS) Tarrytown Internal Medicine Associates: 1994-1998
4 Elliot Way
Manchester NH 03103

Medical Records / Medical Assistant:

Duties: Filed and Pulled records. Did internship here and then worked as MA in both clinical and clerical areas. Took patients back to rooms, called in prescriptions, went back and forth with messages from patients to doctors and vise versa. Checked out patients and scheduled appointments. Made follow-up calls etc.

SKILLS:

Bilingual--Read and Write Spanish and English
Organized
Dedicated
Hard worker
Like to help people
Computer Oriented

ACTIVITIES / SPECIAL INTERESTS:

Walking
Reading
Going to Church
Spending time with my family

REFERENCES:

Upon request

Amoskeag Health

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Rosario, Yesenia	Community Health Worker	$28,423	58.60%	$16,656

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

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

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

May 29, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend existing agreements with the vendors listed in bold below to provide services designed to improve breast and cervical screening rates in Strafford, Belknap, Merrimack, Rockingham, and Hillsborough counties, by increasing the total price limitation by $253,876 from $206,673 to $460,549 and by extending the completion date from June 30, 2019 to June 30, 2021, effective 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	$77,417	$105,534	$182,951
Greater Seacoast Community Health	166629-B001	100 Campus Drive, Portsmouth, NH 03801	$68,252	$94,850	$163,102
HealthFirst Family Care Center, Inc.	158221-B001	841 Central Street, Franklin, NH 03235	$16,500	$0	$16,500
Manchester Community Health Center	157274-B001	145 Hollis Street, Manchester NH 03101	$44,504	$53,492	$97,996
		Total:	**$206,673**	**$253,876**	**$460,549**

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

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 three (3) 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 two (2) of thethree (3) 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: Strafford, Belknap, Merrimack, Rockingham, and Hillsborough counties.

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,

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

MANCHESTER COMMUNITY HEALTH CENTER 157274-B001

State Fiscal Year	Class/Object	Title	Activity Code	Amount
2018	102/500731	Contracts for Prog Svcs	902010	$17,758
2019	102/500731	Contracts for Prog Svcs	902010	$26,746
2020	102/500731	Contracts for Prog Svcs	90080081	$26,746
2021	102/500731	Contracts for Prog Svcs	90080081	$26,746
			Total	$97,996

GREATER SEACOAST COMMUNITY HEALTH 166629-B001

State Fiscal Year	Class/Object	Title	Activity Code	Amount
2018	102/500731	Contracts for Prog Svcs	902010	$20,827
2019	102/500731	Contracts for Prog Svcs	902010	$47,425
2020	102/500731	Contracts for Prog Svcs	90080081	$47,425
2021	102/500731	Contracts for Prog Svcs	90080081	$47,425
			Total	$163,102

CATHOLIC MEDICAL CENTER 177240-B001

State Fiscal Year	Class/Object	Title	Activity Code	Amount
2018	102/500731	Contracts for Prog Svcs	902010	$24,650
2019	102/500731	Contracts for Prog Svcs	902010	$52,767
2020	102/500731	Contracts for Prog Svcs	90080081	$52,767
2021	102/500731	Contracts for Prog Svcs	90080081	$52,767
			Total	$182,951

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 Project

This 1st Amendment to the NH 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 Manchester Community Health Center (hereinafter referred to as "the Contractor"), a corporation with a place of business at 145 Hollis Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on 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:

   $97,996.

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.

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

Lisa Morris
Director

Manchester Community Health Center

4/2/19
Date

Name:
Title: Kris Wilcox President/CEO

Acknowledgement of Contractor's signature:

State of NH, County of Hillsborough on 4/2/19, 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.

C. Wahl
Signature of Notary Public or Justice of the Peace

Claudia Wahl, Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: CLAUDIA WAHL, Notary Public
My Commission Expires December 3, 2019

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

OFFICE OF THE ATTORNEY GENERAL

6/5/19
Date

Name: Lisa M English
Title: Special Attorney

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: Manchester Community Health Center

NH Breast and Cervical Cancer Screening Program Community and Clinical
Budget Request for: Cancer Screening Improvement Project

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

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 20,139.60	$ 2,013.96	$ 22,153.56	$ -	$ -	$ -	$ 20,139.60	$ 2,013.96	$ 22,153.56
2. Employee Benefits	$ 4,174.84	$ 417.49	$ 4,592.44	$ -	$ -	$ -	$ 4,174.84	$ 417.49	$ 4,592.44
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 24,314.54	$ 2,431.45	$ 26,746.00	$ -	$ -	$ -	$ 24,314.54	$ 2,431.45	$ 26,746.00
Indirect As A Percent of Direct		10.00%						10%	

Contractor Initials: RK

Date: 4/2/19

Exhibit B-4 Budget

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

Bidder/Program Name: Manchester Community Health Center

RN Breast and Cervical Cancer Screening Program Community and Clinical
Budget Request for: Cancer Screening Improvement Project

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 20,471.80	$ 2,047.19	$ 22,519.09	$ -	$ -	$ -	$ 20,471.80	$ 2,047.19	$ 22,519.09
2. Employee Benefits	$ 3,842.84	$ 384.26	$ 4,226.91	$ -	$ -	$ -	$ 3,842.84	$ 384.26	$ 4,226.91
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 24,314.64	$ 2,431.45	$ 26,746.00	$ -	$ -	$ -	$ 24,314.64	$ 2,431.45	$ 26,746.00
Indirect As A Percent of Direct		10.00%						10%	

Contractor Initials: KLC

Date: 4/2/19

21 mac

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

NH DIVISION OF Public Health Services

Jeffrey A. Meyers
Commissioner

Lisa Morris, MSSW
Director

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 Name

RFP-2018-DPHS-21-BREAS
RFP Number

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Catholic Medical Center		200	134
2. Greater Seacoast Community Health		200	168
3. HealthFirst Family Care Center, Inc.		200	160
4. Manchester Community Health Center		200	156

Reviewer Names

1. Stacey Smith, Pub Hlth Nurse Consit, 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

FORM NUMBER P-37 (version 5/8/15)

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

1. **IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Manchester Community Health Center		1.4 Contractor Address 145 Hollis Street, Manchester, NH 03101	
1.5 Contractor Phone Number 603-935-5210	1.6 Account Number 05-095-090-902010-56590000-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation $44,504.00
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 Kris McCracken, President | CEO	

1.13 Acknowledgement: State of New Hampshire County of Hillsborough

On February 6, 2018, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Sarah Gibson

SARAH GIBSON
MY COMMISSION EXPIRES SEPT. 7, 2021
NOTARY PUBLIC
NEW HAMPSHIRE

1.13.2 Name and Title of Notary or Justice of the Peace

Sarah Gibson, Notary Public

1.14 State Agency Signature Date: 3/16/18	1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:	
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: On: 4/3/18	
1.18 Approval by the Governor and Executive Council *(if applicable)* By: On:	

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

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

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

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

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

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

Contractor Initials
Date 2/6/18

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

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

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

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

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

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

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

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

Contractor Initials
Date 2/6/18

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials _____

Date 6/4/18

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

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.

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 (10^{th}) 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.

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.

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.

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.,

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,

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

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

Potential Barriers and/or Challenges

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

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.

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

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

data to complete CDC-required clinic data forms.

Revising the Health System EBI Implementation Plan

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.

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

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 Brock, 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-Febuary 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-Feburary 2019*	*TA plan*

NH DIVISION OF Public Health Services
Improving health, preventing disease, reducing costs for all
Department of Health and Human Services

Let No Woman Be Overlooked
Breast and Cervical Cancer Program
Department of Health and Human Services
Division of Public Health Services

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
Provider Assessment and Feedback 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%**	**Client Reminders** 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: • Follow-up printed or telephone reminders • Additional information about indications for, benefits of, and ways to overcome barriers to screening • Assistance in scheduling appointments **Evidence:** Median increase of **14.0%**	**Structural Barriers for Clients** 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: • 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)

		Evidence: Median increase of **17.7%**
<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%**	<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%**	<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%**
	<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%**	

	Reducing Client Out-of-Pocket Costs 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%**	

NH DIVISION OF Public Health Services
Department of Health and Human Services

Let No Woman Be Overlooked
Breast and Cervical Cancer Program
Department of Health and Human Services
Division of Public Health Services

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
Provider Assessment and Feedback 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%**	**Client Reminders** 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: • 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 **Evidence:** Median increase of **10.2%**	**Reducing Structural Barriers for Clients** 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: • 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)

		Evidence:*based only on a very small number of studies Pap screening: median increase of 13.6%
Provider Reminder and Recall Systems 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 **4.7%**	**Small Media Targeting Clients** 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. vidence: Median increase of **4.5%**	**Reducing Client Out-of-Pocket Costs** 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*: based only on a very small number of studies • Pap tests: reported increase of **17%**
	Group Education for Clients 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:*based only on a very small number of studies** Median increase of **10.6%**	
	<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%**	

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

Exhibit B-1 Budget

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

Bidder/Program Name: Manchester Community Health Center

Budget Request for: NH Breast and Cervical Cancer Screening Program Community and Clinical Cancer Screening Improvement Project

Budget Period: December 1, 2017 - June 30, 2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 9,364.00	$ 936.40	$ 10,300.40	$ -	$ -	$ -	$ 9,364.00	$ 936.40	$ 10,300.40
2. Employee Benefits	$ 1,779.00	$ 177.90	$ 1,956.90	$ -	$ -	$ -	$ 1,779.00	$ 177.90	$ 1,956.90
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	$ 5,000.00	$ 500.00	$ 5,500.00	$ -	$ -	$ -	$ 5,000.00	$ 500.00	$ 5,500.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 16,143.00	$ 1,614.30	$ 17,757.30	$ -	$ -	$ -	$ 16,143.00	$ 1,614.30	$ 17,757.30
Indirect As A Percent of Direct		10.00%						10%	

Contractor Initials: [signature]

Date: 2/6/18

Exhibit B-2 Budget

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

Bidder/Program Name: Manchester Community Health Center

NH Breast and Cervical Cancer Screening Program Community and Clinical
Budget Request for: Cancer Screening Improvement Project

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

Line Item	Total Program Cost: Direct Incremental	Total Program Cost: Indirect Fixed	Total Program Cost: Total	Contractor Share / Match: Direct Incremental	Contractor Share / Match: Indirect Fixed	Contractor Share / Match: Total	Funded by DHHS contract share: Direct Incremental	Funded by DHHS contract share: Indirect Fixed	Funded by DHHS contract share: Total
1. Total Salary/Wages	$ 16,230.00	$ 1,623.00	$ 17,853.00	$ -	$ -	$ -	$ 16,230.00	$ 1,623.00	$ 17,853.00
2. Employee Benefits	$ 3,084.00	$ 308.40	$ 3,392.40	$ -	$ -	$ -	$ 3,084.00	$ 308.40	$ 3,392.40
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 5,000.00	$ 500.00	$ 5,500.00	$ -	$ -	$ -	$ 5,000.00	$ 500.00	$ 5,500.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 24,314.00	$ 2,431.40	$ 26,745.40	$ -	$ -	$ -	$ 24,314.00	$ 2,431.40	$ 26,745.40
Indirect As A Percent of Direct		10.00%						10%	

Contractor Initials: [signature]
Date: 4/6/18

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

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

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

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

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

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

Contractor Name: Manchester Community Health Center

2/6/18
Date

Name: Kris McCracken
Title: President / CEO

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

Contractor Name: Manchester Community Health Center

2/16/18
Date

Name: [illegible] McCracken
Title: President/CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549; 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name: Manchester Community Health Center

2/6/18
Date

Name: Kirby McCracken
Title: President/CEO

Contractor Initials
Date 2/6/18

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.

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

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

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

Contractor Name: Manchester Community Health Center

2/16/18
Date

Name: Thomas McCrachen
Title: President/CEO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Manchester Community Health Center

2/6/18
Date

Name: [signature] McCrachen
Title: President/CEO

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

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

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

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

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

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

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

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Contractor Initials YM

Date 2/6/18

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

(4) **Obligations of Covered Entity**

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

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

(6) **Miscellaneous**

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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

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

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

Department of Health and Human Services	Manchester Community Health Center
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Kris McCracken
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, DHHS	President/CEO
Title of Authorized Representative	Title of Authorized Representative
3/16/18	4/6/18
Date	Date

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

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

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

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

Contractor Name: Manchester Community Health Center

2/6/18
Date

Name: Chris McCrachen
Title: President/CEO

FORM A

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

1. The DUNS number for your entity is: 928664937

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

   X NO _____ YES

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

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

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

   _____ NO ✓ 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: _____

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

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.