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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

July 11, 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 (the Department), Division of Public Health Services (DPHS), to amend an existing **sole source** agreement with Bi-State Primary Care Association, Inc. (Vendor #166695-B001), 525 Clinton Street, Bow, New Hampshire 03304, for the provision of services to increase oral health workforce capacity that serves vulnerable populations in Coos, Grafton, Rockingham, Strafford and Sullivan Counties, by extending the contract completion date from August 31, 2018 to June 30, 2019 with no change to the price limitation, upon Governor and Executive Council approval. 100% Federal Funds.

The original contract was approved by the Governor and Executive Council on March 8, 2017 (Item # 17).

Funds to support this request are available in State Fiscal Year 2019 in the following account:

05-95-090-902010-22150000 HEATH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES; CDC ORAL HEALTH GRANT

State Fiscal Year	Class	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Modified Budget
2017	102-500731	Contracts for Prog. Svcs.	90080500	\$330,610.18	\$0	\$330,610.18
2018	102-500731	Contracts for Prog. Svcs.	90080500	\$392,861.92	\$0	\$392,861.92
2019	102-500731	Contracts for Prog.Svcs.	90080500	\$56,359.90	\$0	\$56,359.90
			Total:	\$779,832.00	\$0	\$779,832.00

EXPLANATION

The original agreement is **sole source** because Bi-State Primary Care Association, Inc., (the Contractor), has developed very strong working relationships over the years with all of the principal oral health stakeholders in New Hampshire. The Contractor is a private, nonprofit 501(c) (3) charitable organization with 30 years of performance as a strong Primary Care Association (PCA) for New Hampshire.

The purpose of this request is to allow the Contractor to continue developing and implementing programs that address oral health workforce needs in geographic shortage areas, and among underserved populations in Dental Health Professional Service Areas (DHPSA) in the State. These programs increase access to preventive and restorative oral health services in rural areas. The work in this contract builds upon the relationships with sub-recipient contracts that have been established by the Contractor with their sub-recipients (four Federally Qualified Health Centers in NH).

The Contractor's Recruitment Center has demonstrated the ability to provide technical assistance to recruit dentists who are willing to establish dental practices in underserved rural areas. Their relationships and proven expertise in oral health workforce development and recruitment, and their successful track record of working in coordination with the Department to expand access to care in rural areas are necessary assets for the continued success of this project.

The Department is requesting to extend the Completion Date from August 31, 2018 to June 30, 2019 in order to complete the scope of work that is required in the contract. There was delay in the process to accept and to allocate the federal grant funds that were awarded to New Hampshire on July 27, 2016 from the Health Resources and Services Administration (HRSA) and additional time will permit the Contractor to complete the work as required by the HRSA grant award. There are no changes to the scope of work, and no additional funds are requested.

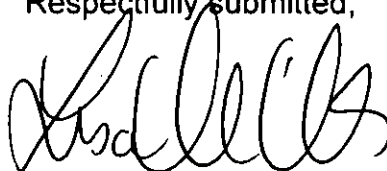
Should the Governor and Executive Council not approve this request, the Department may not be able to achieve the performance measures and outcomes that are required by the federal grantor, and low-income and uninsured children, adults, and senior citizens in underserved areas of the State may continue to lack access to dental care. Without the programs that are being developed under this project, patients may seek relief from oral infection and dental pain in hospital emergency departments at a higher cost to the State. Emergency treatment may not resolve the dental problem, and can expose patients to pain medications that could have been avoided with appropriate, timely dental treatment.

.Area served: Coos, Grafton, Rockingham, Strafford and Sullivan Counties.

Source of funds: 100% Federal Funds from the HRSA, Catalog of Federal Domestic Assistance #93.236, Federal Award Identification Number T12HP30316.

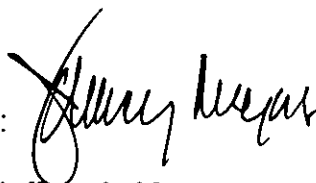
In the event that Federal Funds become no longer available, General Funds will not be requested to support this request.

Respectfully submitted,



Lisa M. Morris
Director

Approved:



Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Oral Health Workforce Activities**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Oral Health Workforce Activities Contract**

This 1st Amendment to the Oral Health Workforce Activities Contract (hereinafter referred to as "Amendment #1") dated this 11th day of July 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Bi-State Primary Care Association, Inc., (hereinafter referred to as "the Contractor"), a corporation with a place of business at 525 Clinton Street Bow, NH 03304.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 8, 2017, (Item #17), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract 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, 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 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:
June 30, 2019.
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9330.
4. Add Exhibit K, DHHS Information Security Requirements.



New Hampshire Department of Health and Human Services
Oral Health Workforce Activities

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

7/25/18
Date

[Signature]
Name: LISA MORRIS
Title: DIRECTOR, DPHS

Bi-State Primary Care Association, Inc

7/19/18
Date

[Signature]
Name: Georgia Maheras
Title: Vice President of Policy and Programs

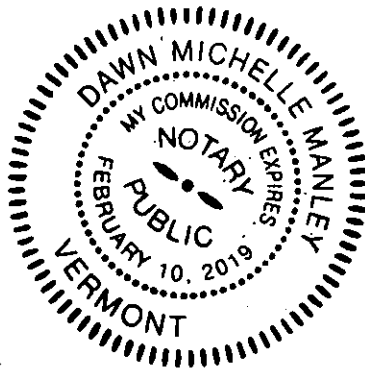
Acknowledgement of Contractor's signature:

State of Vermont, County of WASHINGTON on 7/19/18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

Dawn Manley
Name and Title of Notary or Justice of the Peace

My Commission Expires: 2/10/2019





**New Hampshire Department of Health and Human Services
Oral Health Workforce Activities**

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

OFFICE OF THE ATTORNEY GENERAL

Date 01/31/18

Name: [Signature]
Title: Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____



Exhibit K

DHHS Information Security Requirements

A. Definitions

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

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

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

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



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure;
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.



Exhibit K

DHHS Information Security Requirements

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

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

V. LOSS REPORTING

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

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

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and



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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

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State of New Hampshire

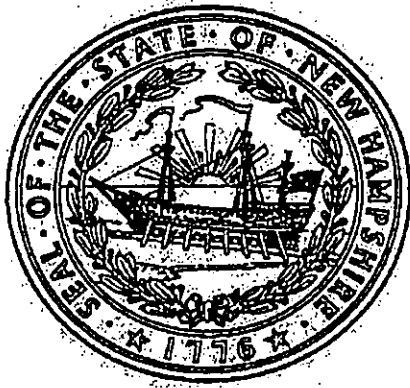
Department of State

CERTIFICATE

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

Business ID: 86710

Certificate Number : 0004093191



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 May A.D. 2018.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Gregory White, CEO of Lamprey Health Care, do hereby certify that:
(Name of the elected Officer of the Agency: cannot be contract signatory)

1. I am a duly elected Officer of Bi-State Primary Care Association (Treasurer)
(Agency Name)

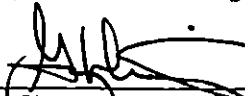
2. The following is a true copy of the resolution duly adopted via an email vote of the Board of Directors of
the Agency duly held on July 19, 2018
(Date)

RESOLVED: That the Vice President of Policy & Programs or her designee
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 19th day of July, 2018
(Date Contract Signed)

4. Georgia Maheras is the duly elected Vice President of Policy & Programs of the Agency.
(Name of Contract Signatory) (Title of Contract Signatory)



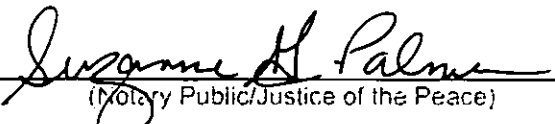
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 19th day of July, 2018.

By Gregory White
(Name of Elected Officer of the Agency)



(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 8/5/2020



BISTATE-01

LMICHALS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/25/2018

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: Lorraine Michals, CIC	
	PHONE (A/C, No., Ext): (603) 716-2362	FAX (A/C, No.): (603) 622-2854
E-MAIL ADDRESS: lmichals@clarkinsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Citizens Ins Co of America		31534
INSURER B: The Hanover Ins Company		22292
INSURER C: RSUI Indemnity Company		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED


Bi-State Primary Care Association, Inc.
 525 Clinton St
 Bow, NH 03304

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			OBVA340840	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			OBVA340840	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS \$ 0			OBVA340840	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WHVA340821	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Prof Liability			LHR768745	03/28/2018	03/28/2019	Per Claim \$ 1,000,000
C	Prof Liability			LHR768745	03/28/2018	03/28/2019	Aggregate \$ 3,000,000

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

CERTIFICATE HOLDER NH Department of Health and Human Services Attn: Shannon DuBreuil, Program Specialist IV Contracts and Procurement Unit 129 Pleasant Street Concord, NH 03301-3857	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 
---	--

BI-STATE PRIMARY CARE ASSOCIATION



SERVING VERMONT & NEW HAMPSHIRE

BI-STATE VISION STATEMENT

Healthy individuals and communities with quality health care for all.

BI-STATE MISSION STATEMENT

Promote access to effective and affordable primary care and preventive services for all, with special emphasis on underserved populations in Vermont and New Hampshire.



BI-STATE PRIMARY CARE ASSOCIATION



SERVING VERMONT & NEW HAMPSHIRE

CONSOLIDATED FINANCIAL STATEMENTS

and

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

June 30, 2017 and 2016

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

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

Report on Financial Statements

We have audited the accompanying consolidated financial statements of Bi-State Primary Care Association, Inc. and Subsidiary, which comprise the consolidated balance sheets as of June 30, 2017 and 2016, and the related consolidated statements of operations and changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Bi-State Primary Care Association, Inc. and Subsidiary as of June 30, 2017 and 2016, and the changes in their net assets and their cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Other Matters

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated September 21, 2017 on our consideration of Bi-State Primary Care Association, Inc. and Subsidiary's internal control over financial reporting and on our tests of their compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Bi-State Primary Care Association, Inc. and Subsidiary's internal control over financial reporting and compliance.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
September 21, 2017

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Consolidated Balance Sheets

June 30, 2017 and 2016

ASSETS

	<u>2017</u>	<u>2016</u>
Current assets		
Cash and cash equivalents	\$ 1,510,977	\$ 1,466,850
Grants and other receivables	575,709	430,961
Prepaid expenses	<u>41,757</u>	<u>40,645</u>
Total current assets	2,128,443	1,938,456
Investments	111,040	102,140
Investment in limited liability companies	114,269	128,915
Deferred compensation investments	95,264	-
Property and equipment, net	<u>353,108</u>	<u>379,822</u>
Total assets	<u>\$ 2,802,124</u>	<u>\$ 2,549,333</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	\$ 310,465	\$ 135,370
Accrued salaries and related amounts	174,647	264,641
Deferred revenue	<u>136,908</u>	<u>115,862</u>
Total current liabilities	622,020	515,873
Deferred compensation payable	<u>95,264</u>	<u>-</u>
Total liabilities	717,284	515,873
Net assets		
Unrestricted	<u>2,084,840</u>	<u>2,033,460</u>
Total liabilities and net assets	<u>\$ 2,802,124</u>	<u>\$ 2,549,333</u>

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

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY
Consolidated Statements of Operations and Changes in Net Assets
Years Ended June 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Operating revenue		
Grant revenue	\$ 4,105,494	\$ 3,862,147
Dues income	290,154	292,548
Other revenue	<u>261,061</u>	<u>562,151</u>
Total operating revenue	<u>4,656,709</u>	<u>4,716,846</u>
Expenses		
Salaries and benefits	2,730,078	2,564,246
Other operating expenses	1,843,471	1,712,280
Interest expense	-	5,368
Depreciation	<u>26,715</u>	<u>25,515</u>
Total expenses	<u>4,600,264</u>	<u>4,307,409</u>
Operating income	<u>56,445</u>	<u>409,437</u>
Other revenue and gains (losses)		
Equity in net (loss) earnings of limited liability companies	(14,647)	128,915
Investment income	<u>5,004</u>	<u>5,074</u>
Total other revenue and gains (losses)	<u>(9,643)</u>	<u>133,989</u>
Excess of revenue over expenses	46,802	543,426
Change in unrealized loss on investments	<u>4,578</u>	<u>(4,020)</u>
Increase in unrestricted net assets	51,380	539,406
Unrestricted net assets, beginning of year	<u>2,033,460</u>	<u>1,494,054</u>
Unrestricted net assets, end of year	<u>\$ 2,084,840</u>	<u>\$ 2,033,460</u>

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

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Consolidated Statements of Cash Flows

Years Ended June 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Cash flows from operating activities		
Change in net assets	\$ 51,380	\$ 539,406
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	26,715	25,515
Equity in net loss (earnings) of limited liability companies	14,647	(128,915)
Change in unrealized loss on investments	(4,578)	4,020
(Increase) decrease in the following assets		
Grants and other receivables	(144,748)	(56,880)
Prepaid expenses	(1,112)	(8,134)
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	175,095	(65,725)
Accrued salaries and related amounts	(89,994)	58,684
Deferred revenue	21,046	(1,438)
Deferred compensation payable	<u>95,264</u>	<u>-</u>
Net cash provided by operating activities	<u>143,715</u>	<u>366,533</u>
Cash flows from investing activities		
Purchase of property and equipment	-	(15,995)
Purchase of investments	(4,324)	(4,495)
Change in deferred compensation investments	<u>(95,264)</u>	<u>-</u>
Net cash used by investing activities	<u>(99,588)</u>	<u>(20,490)</u>
Cash flows from financing activities		
Payments on long-term debt	<u>-</u>	<u>(167,685)</u>
Net cash used by financing activities	<u>-</u>	<u>(167,685)</u>
Net increase in cash and cash equivalents	44,127	178,358
Cash and cash equivalents, beginning of year	<u>1,466,850</u>	<u>1,288,492</u>
Cash and cash equivalents, end of year	<u>\$ 1,510,977</u>	<u>\$ 1,466,850</u>
Supplemental disclosures of cash flow information		
Cash paid for interest	\$ -	\$ 5,368

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

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

June 30, 2017 and 2016

Organization

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

Subsidiary

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

1. Summary of Significant Accounting Policies

Principles of Consolidation

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

Use of Estimates

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

Income Taxes

BSPCA is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the entity is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax.

CPHCS is a limited liability company; however, for federal tax purposes, it is considered to be a disregarded entity and, as such, CPHCS's income, expenses, losses, gains, deductions and credits are reported on BSPCA's income tax return. Management believes the services provided by CPHCS are consistent with BSPCA's tax-exempt purpose and, as a result, its revenue does not constitute unrelated business income.

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

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

June 30, 2017 and 2016

Cash and Cash Equivalents

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

Grants and Other Receivables

Grants and other receivables are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible. Grant revenue is recognized as revenue when expenditures are incurred. Grants whose restrictions are met within the same year as recognized are reported as grant revenue in the accompanying consolidated financial statements.

Investments and Investment Income

Investments in equity securities with readily-determinable fair values and all investments in debt securities are measured at fair value in the consolidated balance sheets. Investment income or loss (including realized gains and losses on investments, interest, and dividends) is included in the excess of revenues over expenses unless the income or loss is restricted by donor or law. Unrealized gains and losses on investments are excluded from the excess of revenue over expenses.

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

Property and Equipment

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

Deferred Revenue

Deferred revenue represents unearned grants or contracts paid in advance of expenditure.

Excess of Revenue over Expenses

The consolidated statements of operations include the excess of revenue over expenses. Changes in unrestricted net assets which are excluded from the excess of revenue over expenses, consistent with industry practice, include unrealized gains and losses on investments other than trading securities.

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

June 30, 2017 and 2016

Functional Expenses

The Association provides services to promote healthcare access. Expenses related to providing these services were as follows for the years ended:

	<u>2017</u>	<u>2016</u>
Program services	\$ 3,486,694	\$ 3,403,113
General and administrative	<u>1,113,570</u>	<u>904,296</u>
Total expenses	<u>\$ 4,600,264</u>	<u>\$ 4,307,409</u>

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through September 21, 2017, the date that the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements.

2. Grants and Other Receivables and Deferred Revenue

The Association provides services to promote healthcare access through numerous federal, state and private grants. The Association has the following relating to grant and member services activity:

	<u>2017</u>	<u>2016</u>
Grant and member services billed and not received	\$ 541,159	\$ 306,714
Grant appropriations not billed	4,614,762	4,067,419
Grant deferred revenue not earned	<u>(4,580,212)</u>	<u>(3,943,172)</u>
Grants and other receivables	<u>\$ 575,709</u>	<u>\$ 430,961</u>

The Association received advanced payments on certain grants with an unearned balance of \$136,908 and \$115,862 at June 30, 2017 and 2016, respectively.

3. Investments

Investments and deferred compensation investments are stated at fair value and consisted of mutual funds at June 30, 2017 and 2016.

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

June 30, 2017 and 2016

Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurement*, establishes a framework for measuring fair value that provides a fair value hierarchy which prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements).

The three levels of the fair value hierarchy under FASB ASC Topic 820 are disclosed as follows:

Level 1: Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Association has the ability to access.

Level 2: Inputs to the valuation methodology include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices that are observable for the asset or liability; and
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3: Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

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

The fair market value of the Association's investments is measured on a recurring basis using Level 1 inputs.

4. Investment in Limited Liability Companies

Community Health Accountable Care, LLC (CHAC)

The Association is one of nine members of this entity. The Association's investment in CHAC is reported on the equity method due to the Association's ability to exercise significant influence over operating and financial policies. The Association's investment in CHAC amounted to \$93,970 and \$112,711 at June 30, 2017 and 2016, respectively.

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

June 30, 2017 and 2016

The Association provided management and administrative services to CHAC amounting to \$1,200 and \$42,326 during 2017 and 2016, respectively. Due to uncertainty regarding collectability of services provided during 2015 and prior in the amount of \$237,458, no revenue was recognized in the year the services were provided. Payment for the prior services was made in full during 2016 and included in other revenue in 2016.

Primary Health Care Partners, LLC (PHCP)

The Association is one of eight partners who have each made a capital contribution of \$500. The Association's investment in PHCP is reported using the equity method due to the Association's ability to exercise significant influence over operating and financial policies. The Association's investment in PHCP amounted to \$20,299 and \$16,204 at June 30, 2017 and 2016, respectively.

The Association provided management and administrative services to PHCP amounting to \$5,346 and \$17,807 for the years ended June 30, 2017 and 2016, respectively.

The Association has a note receivable from PHCP in the amount of \$62,455 as of June 30, 2017 and 2016 for management and administrative services. Due to uncertainty regarding collectability, the note receivable was fully reserved for in 2016. During 2017, the Association entered into a repayment agreement with PHCP and recognized the revenue for these services in the amount of \$62,455 as other revenue. The note balance is reported in grants and other receivables.

5. Property and Equipment

Property and equipment consist of the following:

	<u>2017</u>	<u>2016</u>
Land	\$ 50,000	\$ 50,000
Buildings and improvements	430,136	430,136
Furniture and equipment	<u>38,194</u>	<u>38,194</u>
	518,330	518,330
Less accumulated depreciation	<u>165,222</u>	<u>138,508</u>
Property and equipment, net	<u>\$ 353,108</u>	<u>\$ 379,822</u>

6. Line of Credit

The Association has a \$350,000 unsecured revolving line of credit with a local bank payable on-demand. The interest rate on the line of credit is Prime plus 1% with a 5% floor (5% at June 30, 2017). There was no outstanding balance on the line of credit at June 30, 2017 and 2016. The line of credit was not utilized at any time during the years ended June 30, 2017 and 2016.

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

June 30, 2017 and 2016

7. Concentrations of Risk

The Association has cash deposits in a major financial institution which exceeds federal depository insurance limits. However these deposits are included in an Insured Cash Sweep account which consists of high-yield savings accounts in other Federal Deposit Insurance Corporation insured institutions with no individual institution exceeding federal depository insurance limits. This strategy is endorsed by the American Banking Association. The bank provides monthly reporting.

8. Retirement Plans

The Association offers a defined contribution plan to eligible employees. The Association's contributions to the plan for the years ended June 30, 2017 and 2016 amounted to \$98,059 and \$87,623, respectively.

The Organization has established an unfunded deferred compensation plan for eligible employees in accordance with Section 457(b) of the Internal Revenue Code. As funds are paid out under the plan investments are withdrawn. The fair value of the assets and related liabilities for employee contributions to the plan are reflected in the consolidated balance sheet as deferred compensation investments and deferred compensation payable, respectively.

9. Commitments and Contingencies

Operating Leases

The Association leases various equipment and facilities under operating leases expiring at various dates through December 31, 2019. Total rental expense in 2017 and 2016 for all operating leases was approximately \$58,046 and \$52,800, respectively.

The following is a schedule by year of future minimum lease payments under operating leases as of June 30, 2017 that have initial or remaining lease terms in excess of one year:

Year ending June 30,	
2018	\$ 57,270
2019	<u>58,854</u>
	<u>\$ 116,124</u>

10. Related Party Transactions

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

	<u>2017</u>	<u>2016</u>
Members' dues	\$ 149,068	\$ 145,747
Purchased services	52,040	45,005
Grant subcontractors	(388,112)	(12,435)
Grant subrecipient pass-through	(126,613)	(200,319)

SUPPLEMENTARY INFORMATION

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Schedule of Expenditures of Federal Awards

Year Ended June 30, 2017

<u>Federal Grant/Pass-Through Grantor/Program Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Contract Number</u>	<u>Total Federal Expenditures</u>	<u>Amount Passed Through to Sub-recipients</u>
<u>United States Department of Health and Human Services:</u>				
<u>Direct:</u>				
Technical and Non-Financial Assistance to Health Centers	93.129		\$ 1,459,661	\$ -
Telehealth Programs	93.211		83,487	2,948
Cooperative Agreement to Support Navigators in Federally-facilitated and State Partnership Marketplaces	93.332		319,497	187,398
Rural Health Care Services Outreach, Rural Health Network Development and Small Health Care Provider Quality Improvement Program	93.912		208,874	186,195
<u>Passthrough:</u>				
<u>Community Health Access Network</u>				
Rural Health Care Services Outreach, Rural Health Network Development and Small Health Care Provider Quality Improvement Program	93.912	D06RH27768	<u>24,602</u>	<u>-</u>
Total CFDA 93.912			233,476	186,195
<u>Medicaid Cluster</u>				
<u>State of New Hampshire Department of Health and Human Services</u>				
Medical Assistance Program	93.778	102-500731/47000144	36,718	-
Medical Assistance Program	93.778	102-500731-90073000	39,150	-
<u>State of Vermont Department of Vermont Health Access:</u>				
Medical Assistance Program	93.778	03410-1455-15	17,072	-
Medical Assistance Program	93.778	03410-1675-17	<u>24,508</u>	-
Total Medicaid Cluster			<u>117,448</u>	-
<u>State of New Hampshire Department of Health and Human Services</u>				
Affordable Care Act (ACA) Maternal, Infant, and Early Childhood Home Visiting Program	93.505	102-500731/90083100	73,894	-
Grants to States to Support Oral Health Workforce Activities	93.236	102-500731-90080500	13,034	-
Grants to States for Operation of State Offices of Rural Health	93.913	102-500731-90073000	6,960	-
Block Grants for Prevention and Treatment of Substance Abuse	93.959	102-5000731/49156501	54,598	-
<u>State of Vermont Department of Vermont Health Access:</u>				
ACA - State Innovation Models: Funding for Model Design and Model Testing Assistance	93.624	03410-1295-15	814,255	-
<u>Health Centers Cluster</u>				
<u>Community Health Access Network</u>				
Affordable Care Act (ACA) Grants for New and Expanded Services Under the Health Center Program	93.527		<u>276,206</u>	<u>-</u>
Total Federal Awards, All Programs			<u>\$ 3,452,516</u>	<u>\$ 376,541</u>

The accompanying notes are an integral part of this schedule.

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Notes to Schedule of Expenditures of Federal Awards

Year Ended June 30, 2017

1. Basis of Presentation

The schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of Bi-State Primary Care Association, Inc. and Subsidiary (the Association) under programs of the federal government for the year ended June 30, 2017. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Association, it is not intended to, and does not, present the consolidated financial position, changes in net assets, or cash flows of the Association.

2. Summary of Significant Accounting Policies

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



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

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

We have audited, in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Bi-State Primary Care Association, Inc. and Subsidiary, which comprise the consolidated balance sheet as of June 30, 2017, and the related consolidated statements of operations and changes in net assets and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated September 21, 2017.

Internal Control over Financial Reporting

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

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

Berry Dunn McNeil & Parker, LLC

Portland, Maine
September 21, 2017



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

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

Report on Compliance for Each Major Federal Program

We have audited Bi-State Primary Care Association, Inc. and Subsidiary's compliance with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2017. Bi-State Primary Care Association, Inc. and Subsidiary's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

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

Auditor's Responsibility

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

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

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

Opinion on Each Major Federal Program

In our opinion, Bi-State Primary Care Association, Inc. and Subsidiary complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2017.

Report on Internal Control over Compliance

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

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

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

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

Berry Dunn McNeil & Parker, LLC

Portland, Maine
September 21, 2017

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Schedule of Findings and Questioned Costs

Year Ended June 30, 2017

1. Summary of Auditor's Results

Financial Statements

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

Material weakness(es) identified? Yes No

Significant deficiency(ies) identified that are not considered to be material weakness(es)? Yes None reported

Noncompliance material to financial statements noted? Yes No

Federal Awards

Internal control over major programs:

Material weakness(es) identified? Yes No

Significant deficiency(ies) identified that are not considered to be material weakness(es)? Yes None reported

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

Any audit findings disclosed that are required to be reported in accordance with Section 510(a) of Uniform Guidance? Yes No

Identification of major programs:

<u>CFDA Number</u>	<u>Name of Federal Program or Cluster</u>
93.129	Technical and Non-Financial Assistance to Health Centers
93.624	ACA - State Innovation Models: Funding for Model Design and Model Testing Assistance

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

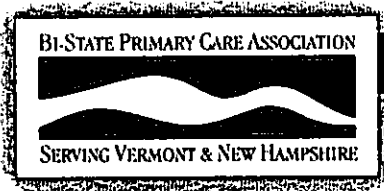
Auditee qualified as low-risk auditee? Yes No

2. Financial Statement Findings

None

3. Federal Award Findings and Questioned Costs

None



BI-STATE PRIMARY CARE ASSOCIATION FY19 Board of Directors (July 2018 – June 2019)

Board Chair:

Janet Laatsch, BSN, MBA
Chief Executive Officer
Goodwin Community Health
311 Route 108
Somersworth, NH 03878
Phone: (603) 516-2550
jlaatsch@goodwinch.org

Board Vice Chair:

Gail Auclair, MSM, BSN, RN
Chief Executive Officer
Little Rivers Health Care
PO Box 338; 131 Mill Street
Bradford, VT 05033
Phone: (802) 222-4637
gaclair@littlerivers.org

Board Immediate Past Chair:

Edward Shanshala, II, MSHSA, MSEd
Executive Director/Chief Executive Officer
Ammonoosuc Community Health Services
25 Mount Eustis Road
Littleton, NH 03561
Phone: (603) 444-2464
Ed.shanshala@achs-inc.org

Board Secretary:

Martha Halnon, CPC, CAPP, CMPE
Chief Executive Officer
Mountain Health Center
74 Munsill Avenue, Suite 100
Bristol, VT 05443
Phone: (802) 453-5028
mhalnon@mountainhealthcenter.com

Board Treasurer:

Gregory White, CPA, CHFP
Chief Executive Officer
Lamprey Health Care
207 South Main Street
Newmarket, NH 03857
Phone: (603) 659-2494
gwhite@lampreyhealth.org

Dan Bennett

Chief Executive Officer
Gifford Health Care
44 South Main Street
Randolph, VT 05060
Phone: (802) 728-2304
dbennett@giffordmed.org

Timothy R. Ford

President and Chief Executive Officer
Springfield Medical Care Systems/Springfield Hospital
25 Ridgewood Road
Springfield, VT 05156
Phone: (802) 885-2151
tford@springfieldmed.org

Kris McCracken

President/CEO
Manchester Community Health Center &
Child Health Services
145 Hollis Street,
Manchester, NH 03101
Phone: (603) 935-5210
kmccracken@mchc-nh.org

Pamela Parsons

Executive Director
Northern Tier Center for Health
44 Main Street
Richford, VT 05476
Phone: (802) 255-5561
pparsons@notchvt.org

BI-STATE PRIMARY CARE ASSOCIATION
FY19 Board of Directors (July 2018 – June 2019)
Page 2

Kirsten Platte
Executive Director
Community Health Access Network
207 South Main Street
Newmarket, NH 03857
Phone: (603) 292-1117
kplatte@chan-nh.org

Shawn Tester
Chief Executive Officer
Northern Counties Health Care
165 Sherman Drive
St. Johnsbury, VT 05819
Phone: (802) 748-9405, extension 1519
shawnt@nchcvt.org

Richard Silverberg, MSSW, LICSW
Chief Executive Officer
Health First Family Care Center
841 Central Street
Franklin, NH 03235
Phone: (603) 934-0177
rsilverberg@healthfirstfamily.org

Grant Whitmer, MSM, CMPE
Executive Director
Community Health Centers of the Rutland Region
215 Stratton Road
Rutland, VT 05701
Phone: (802) 773-3386
gwhitmer@chcrr.org

FY18 Bi-State Board of Directors Committee Chairs:
(Note: FY19 Chairs to be assigned summer 2018)

- Executive Committee: Janet Laatsch
- Finance and Audit Committee: Greg White
- National Government Relations Committee: Janet Laatsch
- NH Government Relations Committee: Ed Shanshala
- Operations Committee: Rick Silverberg
- Planning and Member Services Committee: Tim Ford
- VT FQHC CEO Council (formerly VT Government Relations Committee): Gail Auclair

Stephanie C. Pagliuca
525 Clinton Street, Bow, NH 03304
P. (603) 228-2830 Ext. 111
Spagliuca@bistatepca.org

SUMMARY OF QUALIFICATIONS

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

RELEVANT EMPLOYMENT

Bi-State Primary Care Association **1994 to Present**
Bow, New Hampshire/Montpelier, Vermont

Director, Recruitment Center **2003 to Present**
Manage and oversee Bi-State's Recruitment Center, a service focused on the recruitment and retention of primary care health professionals for rural and underserved areas of New Hampshire and Vermont. Write, manage and implement grants from public and private foundations including the Bureau of Primary Health Care Health Resources and Services Administration, Center for Medicare and Medicaid Services, the states of New Hampshire and Vermont, Endowment for Health, and DentaQuest Foundation. Manage Bi-State's Leadership Development Program. Manage staff and contractors.

Program Manger **1998 to 2003**
Developed and implemented a business plan to expand the scope of the Recruitment Center services to include dentist recruitment. Designed, planned and facilitated regional recruitment conferences for in-house recruiters. Facilitated collaboration between the NH Dental Society and Hygienists' Association and other key stakeholders that resulted in the first ever comprehensive workforce survey of licensed dental professionals in the state. Created and presented education sessions at various regional conferences and meetings on topics related to recruitment, including the national and local trends affecting the recruitment of a qualified health care workforce.

Program Coordinator **1994 to 1998**
Established and managed a client base of 35+ organizations. Provided candidate referrals and technical assistance on methods for successful recruitment of primary care providers. Maintained relationships with professional associations and health professional training programs to facilitate recruitment of needed health professionals. Created and implemented annual marketing plan to attract clinicians to the state. Wrote ad copy and participated in the design of marketing collateral. Created displays and exhibited at local and national trade shows.

Oxford Health Plan, Nashua, NH **March to October 1994**
Customer Service Associate
Provided customer service for health plan members regarding plan benefits, eligibility and medical claims. Processed medical claims at 97% rate of accuracy.

EDUCATION

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

KIMBERLY M. MARTIN
525 Clinton Street, Bow NH 03304
603-228-2830, x 122
kmartin@bistatepca.org

SUMMARY

Accounting professional with strong experience specific to accounts receivable and accounts payable, with some experience in payroll and journal entries. Successful record of working directly with vendors to process payments for cash in advance and cash on delivery orders. Excellent organizational skills with the ability to prioritize as well as multi-task. Positive and energetic, can handle projects with enthusiasm and meet deadlines.

AREAS OF STRENGTH

- Customer Relations
- Cash Management
- Account reconciliation
- Problem Solving

SKILLS

- Microsoft Office – Excel, Word, Outlook
- Peachtree
- Wood Ware Accounting System
- 10 Key Calculator
- Type 40-50 WPM

PROFESSIONAL EXPERIENCE

Accounts Payable/Payroll Manager

Riverside Millwork Co., Inc., Penacook, NH

07/06-02/08

- Processed cash receipts for up to 5 showrooms daily.
- Maintained long term business relations with over 100 active vendors.
- Perform the matching and posting of vendor invoices.
- Created and maintained bank balance sheets on a daily basis, making needed balance information easily accessible for up to 6 bank accounts.
- Researched and processed 30 vendor 1099's.
- Prepared check runs on a daily basis for Presidents review.
- Prepare and enter weekly payroll for 40 employees using ADP Easy Pay Net.
- Calculate Monthly commissions for 20 salespeople.
- Administrator for the cancellation of company savings plan and employee withdrawals.

Server/Key Hourly Associate

Applebee's Bar and Grill, Tilton, NH

08/01-07/07

- Ensured customer satisfaction through complete and courteous service.
- Greeted customers and solved questions and concerns.
- Attended server training seminars to be the head trainer for the store.
- Received the employee of the year runner up award in 2002.

- Received the employee of the year award in 2003.
- Managed the store in absence of managers.

Shift Supervisor/Press Operator

Freudenberg NOK, Bristol NH

09/08-08/01

- Supervised 5 people for a period of 8 months.
- Manufactured automotive parts using presses and finishing trimmers.
- Submitted daily scrap and production reports to Cell Supervisor.
- Prepared material request slips for shift production.

EDUCATION

Southern New Hampshire University	2005-2009
3 classes remaining to receive Bachelor degree in Financial Accounting	
Current GPA: 3.67	
New Hampshire Technical Institute	2001-2004
Received Associates degree in Accounting	
GPA: 3.57	
Laconia High School	1988-1992
Diploma Acquired	

LORI H. REAL, M.H.A.

EXPERIENCE

BI-STATE PRIMARY CARE ASSOCIATION, Concord, NH **2004- Present**
EVP/Chief Operating Officer

Administrator, Community Health Accountable Care LLC

Direct operations, policy and programs for 32 members to include: marketing/development, state public policy, community development, workforce recruitment and retention, finance, human resources and information technology for offices in Montpelier, Vermont and Concord, New Hampshire. Manage a budget of \$5 million and a staff of 24 employees.

NH DEPARTMENT OF HEALTH AND HUMAN SERVICES, Concord, NH **2001 – 2004**
Director, Office of Health Planning and Medicaid

Plan, direct, monitor and evaluate statewide health care programs and policies. Direct payment of health care providers for the delivery of medical care to 90,000 Medicaid-eligible pregnant women, children, disabled and elderly. Direct the financial, legal, pharmacy, medical management, planning and research functions. Testify before the legislature regarding programs, policies and budget. Manage a budget of \$270 million and a staff of 100 employees plus medical consultants.

Director, Office of Planning and Research **1997 - 2001**

Direct research, analysis, planning, policy development, community grant program, budget, legislative affairs and media relations. Facilitate health planning councils with hundreds of individuals from business, health care, the legislature, academia, and state foundations. Manage a budget of \$4 million, \$1.4 million in competitively-awarded grants and a staff of 11 plus consultants.

BLUE CROSS AND BLUE SHIELD OF NEW HAMPSHIRE, Manchester, NH

Vice President, Corporate Planning

1996 - 1997

Director, Corporate Planning and Market Research

1986 - 1996

Direct the development of strategic and operational plans with the Board of Directors, Senior Management Team and operating management. Monitor and report plan results. Develop strategies for product pricing, administrative cost management, and quality improvement through multi-disciplinary teams. Conduct board relations. Chair the corporate team setting priorities and allocating resources for product and systems development.

EDUCATION

M.H.A., University of New Hampshire - 1995

B.S., Business Management, Franklin Pierce College – 1987

AWARDS

National Association of Community Health Centers, Henry Fiumelli Patient Advocate Award – 2012

Coos County Family Health Services Special Recognition Award – 2005

Granite State Independent Living, Public Service Award – 2003

Bi-State Primary Care Association, Public Service Award – 2001

NH Health Care Executives, Award of Excellence - 1995

Claire Hodgman

525 Clinton Street
Bow, NH 03304

chodgman@bistatepca.org

603-228-2830

Skills Summary

- Computer skills (Word, Excel, PowerPoint, Outlook, Publisher, Kontakt Intelligence, ACT, and Internet)
- Grant writing
- Self-starter with great follow through
- Talented and strong data researcher and analyzer with proven deliverable execution
- Training staff on various computer applications and business operations
- Work well individually and as a team members

Work Experience

Bi-State Primary Care Association, NHVT Recruitment Center, *Bow, NH*

Data and Marketing Coordinator

July 2001 to Present

- Analyzed data and created infographics to identify and report trends related to client and provider needs.
- Communicated with client practices and healthcare providers to provide technical assistance and information on company/services.
- Conducted research and made recommendations for the utilization of social media for recruitment needs.
- Maintained and reported accurate information on client practices and healthcare providers for grant funders, board, and executive directors.
- Maintained annual marketing plan resulting in the following outcomes in the most recent fiscal year:
 - Reached over 1,000,000 healthcare providers which was a 57% increase over the previous year.
 - Coordinated marketing activities including layout and design which resulted in over 500 providers interested in job opportunities of which more than half were referred to clients.
- Performed financial analysis to create and maintain a \$400,000 budget for the program.
- Researched and reported healthcare data for grant applications.
- Supported the work related to program grants including reporting and tracking of funds.

Bi-State Primary Care Association, NHVT Recruitment Center, *Bow, NH*

Administrative Assistant

January 1995 to July 2001

- Maintained accurate information on clients and healthcare providers to ensure placements.
- Maintained program databases and files.
- Planned and scheduled workshops and conferences.
- Prepared and designed company newsletter.
- Responded to all requests for information from clients and healthcare providers.
- Responsible for daily administrative/operational activities to support recruitment and retention of healthcare providers.
- Tracked and processed client dues and related data.

Recent Relevant Seminars

- Grant Writing Institute 2018
- Healthcare Immigration Seminar
- How to use Data to Tell Your Story Seminar
- Human Resource and Compliance Seminars
- Oral Health & Primary Care Integration Seminars
- Recruitment and Retention Seminars
- Social Media Seminars

Education

- Two years of Nursing education, Colby Sawyer College and NH Technical Institute
- Associate of Science in Business Administration, Minor in Management/Marketing, NH Technical Institute; Graduated with honors. Dean's list: 1992, 1993, 1994, 1995
- Bachelor of Science in Business Management, Franklin Pierce University
May 2017; Summa Cum Laude honors with 3.95 GPA

References available upon request

Adam Woodall

Objective To utilize my I.T. skills assisting your organization.

Skills

- PC Maintenance/ Desktop Support
- Help Desk
- Phone System Administration (VOIP/PBX)
- Windows Server and Active Directory Administration
- Mail Server Administration (Exchange)
- Network Security
- System Backups and Disaster Recovery
- Network Design and Implementation
- Networking Hardware Configuration
- End User Training
- Remote Access Administration

Work Experience

2004 –Present	Bi-State Primary Care Association	Bow, NH
	Information Technology Systems Manager	
2001-2003	Meredith Marina	Meredith, NH
	<i>Please reference pg. 2 section A for full job description</i>	
2003-2005	The Network Managers & Trainers Inc.	Tilton, NH
	<i>Please reference pg. 2 section B for full job description</i>	
2005-2007	Retirement Alliance	Manchester, NH
	<i>Please reference pg. 2 section C for full job description</i>	
2007-Present	Bi-State Primary Care Association	Concord, NH
	<i>Please reference pg. 2 section D for full job description</i>	

Education

New Hampshire Technical Institute Concord, NH

- Associate of Science, Computer Information Systems. (Honors)
- Internship- Lakes Region General Healthcare (FRH) IT Department

References

Available upon request

Section A:

Customer Service Representative-

Maintained a professional and friendly rapport with clients of Meredith Marina

Assisted in ensuring that customers experience with Lake Winnepesaukee was both safe and pleasant

Instructed inexperienced boaters on safety and proper operation of a motor boat on the lake

Section B:

Field Technical Support Representative-

Reported to customer sites to resolve technical issues as they arose, and scheduled routine Windows server and desktop maintenance visits with clients, and held one to one meetings to address customer concerns, discuss solutions, and recommend enhancements

Section C:

Desktop Support/Systems Administration-

Maintain the day to day operations of a TPA firm that utilizes the following technology

Windows 2003 Servers	Microsoft Operating Systems
Microsoft Office	Cisco Networking Hardware
Windows Active Directory	Televantage Phone systems
Goldmine CRM	Exchange E-Mail System
Third Party Trading Software	Citrix Remote Access
Third party ASP connectivity	Veritas Backup Solutions

Hold weekly meetings with supervisors to discuss network systems and suggest upgrades, and implement said improvements

Maintain network and phone systems hardware and cabling

Maintain technical documentation and train end-users to ensure they have sufficient knowledge of technology required to perform their assigned tasks

Section D:

I.T. / Office Systems Manager-

Complete and total I.T. and Office System support and development. Single point of technology reference for Bi-State Primary Care Association offices in NH and VT. Develop, and maintain technology budget annually. Work w/ management as well as third party vendors to provide full support and ensure end user productivity.

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Tess Kuenning,	President & CEO	237,409	0	0
Lori Real	Executive Vice President, Finance & Business Development	77,788	0.0075	600
Georgia Maheras	Vice President of Policy & Programs	115,566	0	0
Abigail Mercer	Chief Financial Officer	148,061	0.0040	600
Stephanie Pagliuca	Program Director	91,359	0.085	7766

17 mac



Jeffrey A. Meyers
Commissioner

Lisa Morris
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN
SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503
603-271-4612 1-800-852-3345 Ext. 4612
Fax: 603-271-4827 TDD Access: 1-800-735-2964



January 30, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **sole source** Contract with Bi-State Primary Care Association, Inc. (Vendor #166695-B001) of 525 Clinton Street, Bow, New Hampshire 03304 to build oral workforce capacity in areas that serve vulnerable populations in an amount not to exceed \$779,832, effective upon Governor and Executive Council approval through August 31, 2018. Funding is 100% Federal Funds.

Funds to support this request are available in State Fiscal Year 2017 and are anticipated to be available in State Fiscal Year 2018 and State Fiscal Year 2019 upon availability and continued appropriation of funds in the future operating budgets, with the authority to adjust encumbrances between state fiscal years through the Budget Office without Governor and Executive Council approval, if needed and justified.

05-95-090-902010-22150000 HEATH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, CDC ORAL HEALTH GRANT

Fiscal Year	Class	Object	Class Title	Activity Code	Amount
2017	102	500731	Contracts for Program Services	90080500	\$330,610.18
2018	102	500731	Contracts for Program Services	90080500	\$392,861.92
2019	102	500731	Contracts for Program Services	90080500	\$56,359.90
					\$779,832.00

EXPLANATION

This request is **sole source** because Bi-State Primary Care Association, Inc., (Bi-State), over the years has developed very strong working relationships with all of the principal oral health stakeholders in New Hampshire. Bi-State is a private, nonprofit 501(c)(3) charitable organization with 30 years of performance as a strong Primary Care Association (PCA) for New Hampshire and Vermont.

This contract is being approved for an eighteen-month (18) period with no renewal option. The Department intends to issue an RFP for any services after August 31, 2018.

Bi-State's Recruitment Center has provided technical assistance to recruit dentists to establish practices in rural underserved areas. Bi-State's relationships and proven expertise in oral health workforce development and recruitment; as well as their successful track record of working in coordination with the Department to expand access to care in rural areas, are necessary assets for the success of this project.

The purpose of the project is to develop and implement programs that address oral health workforce needs in geographic shortage areas and among underserved populations in Dental Health Professional Service Areas (DHPSA) in the state. These models will increase access to preventive and restorative oral health services in rural areas.

The Bi-State Project Team Coordinator will: execute sub-recipient agreements; monitor progress and communicate as needed with all partners; recruit and support dental auxiliaries for thirteen positions and provide six training scholarships for two new workforce models that increase access to dental care; increase health centers' capacity by purchasing and installing equipment; increase services delivered in schools, senior centers and nursing homes by purchasing portable equipment and supplies, identify an appropriate national/regional speaker, create an agenda, and conduct a training session for at least 50 dental professionals; initiate a subcontractor to conduct an environmental scan of existing inter-professional health/oral health educational curricula to develop and implement a curriculum at one pilot location; and place two dental externs at federally qualified health centers and monitor the placements.

Should the Governor and Executive Council not approve this request, low-income, uninsured children, adults, seniors, and frail elders in nursing homes, and people enrolled in New Hampshire Medicaid and Medicare living in Coos, Grafton, Sullivan, Rockingham and Strafford counties will likely continue to lack access to dental care. They may continue to seek relief of infection and dental pain in hospital emergency departments where treatment is costly, does not resolve the dental problem, and exposes them to pain medications that could have been avoided with appropriate, timely dental treatment.

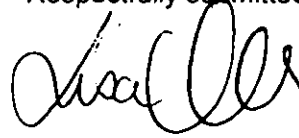
Area served: Coos, Grafton, Rockingham, Strafford and Sullivan Counties.

Source of funds: 100% Federal Funds from the United States Department of Health and Human Services Health Resources and Services Administration, Catalog of Federal Domestic Assistance #93.236, Federal Award Identification Number T12HP30316.

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

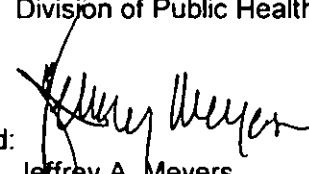
In the event that Federal Funds become no longer available, no additional General Funds will be requested to support this request.

Respectfully submitted,



Lisa Morris
Director
Division of Public Health Services

Approved:



Jeffrey A. Meyers
Commissioner

Subject: Oral Health Workforce Activities, SS-2017-DPHS-15-Oral

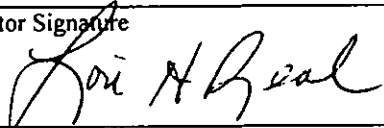
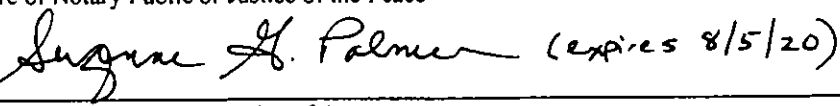
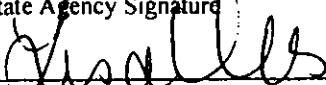

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Bi-State Primary Care Association, Inc.		1.4 Contractor Address 525 Clinton Street Bow, NH 03304	
1.5 Contractor Phone Number (603) 228-2830	1.6 Account Number 05-095-09000-902010-22150000-500731	1.7 Completion Date August 31, 2018	1.8 Price Limitation \$779,832
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Lori H. Beal, MHA EVP/COO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>1/4/17</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  (expires 8/5/20)			
1.13.2 Name and Title of Notary or Justice of the Peace Suzanne G. Palmer, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Lussalbus, 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: <u>2/14/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Contractor Initials AKR
Date 1/4/17



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor will increase access to preventive and restorative oral health services in Dental Health Professional Shortage Areas (DHPSA) by enabling training and employment of a minimum of eight (8) candidates to practice as new workforce models who will work in community-based settings such as schools, primary medical practices, and dental centers, while teaching dentists and dental students how to most effectively work with these new workforce models to maximize the access for underserved groups.
- 1.4. The Contractor will facilitate increased access to healthcare that integrates oral health and medical and behavioral health care in a Federally Qualified Health Center (FQHC) by enabling the development, implementation and evaluation of a pilot inter-professional case study for health professional students.

2. Scope of Services

- 2.1. To purchase and install required equipment, the Contractor shall:
 - 2.1.1. Develop and execute contract agreements with three (3) Federally Qualified Health Centers (FQHCs), and one (1) safety net dental program and one (1) health center located in a Dental Health Professional Shortage Areas (DHPSA) in rural New Hampshire.
 - 2.1.2. These agreements shall result in the purchase and installation of equipment which includes, but is not limited to, seven (7) portable/fixed dental units that include items such as: portable and fixed patient chairs, clinicians' stools and lighting, x-ray equipment, hand-pieces; portable x-ray equipment to enable tele-dentistry services.
 - 2.1.3. The health centers shall purchase the equipment and be reimbursed by the Contractor.
- 2.2. To facilitate increased access to preventive and restorative oral health services in Dental Health Professional Shortage Areas, the Contractor shall:
 - 2.2.1. Work with DPHS Oral Health Program (OHP) Evaluator to develop evaluation measures and data collection and evaluation tools.

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Exhibit A

- 2.2.2. Work with the Oral Health Program Director to finalize the work plan.
- 2.3. To increase the number of new workforce models that help increase dental care for underserved populations, the Contractor shall:
 - 2.3.1. Assist one (1) FQHC Dental Center in Coos County with:
 - 2.3.1.1. Recruiting and training two (2) qualified candidates to become Certified Public Health Dental Hygienists (CPHDHs);
 - 2.3.1.2. Employing one (1) Certified Dental Assistant (CDA) to work part-time with a CPHDH delivering services to frail elders in three (3) locations;
 - 2.3.1.3. Recruiting and training one (1) qualified candidate to become an Expanded Function Dental Auxiliary (EFDA); and
 - 2.3.1.4. Employing one (1) CDA to work with the EFDA.
 - 2.3.2. Assist with the recruitment of two (2) CPHDH :
 - 2.3.2.1. One to work for one (1) FQHC providing preventive and disease management services in Seacoast area nursing homes/senior centers; and
 - 2.3.2.2. Another to work for one (1) health center in a rural DHPSA providing preventive and disease management services at the health center and in the school-based health center of a nearby middle/high school.
 - 2.3.3. Assist with the recruitment and training of three (3) EFDAs to work in:
 - 2.3.3.1. One (1) FQHC Dental Center in Strafford County with one (1) CDA;
 - 2.3.3.2. One (1) Safety Net Dental Program serving Grafton County with one (1) CDA. ; and
 - 2.3.3.3. One (1) FQHC Dental Center in Grafton County with one (1) CDA.
- 2.4. To teach the next generation of dentists how to maximize capacity of the dental workforce by providing clinical experiences for dental practices that employ EFDAs and CPHDHs, the Contractor shall:
 - 2.4.1. Place dental externs from the University of New England with, at minimum, two (2) FQHCs that employ EFDAs and CPHDHs; and
 - 2.4.2. Survey dental externs and FQHC staff to learn about their experience in training and the impact and response to exposure of working with EFDAs and CPHDHs.
- 2.5. To educate dental professionals about EFDAs and CPHDHs, the Contractor shall:
 - 2.5.1. Execute a contract with a consultant to deliver an educational session for dentists, dental interns, and staff members who need the skills to maximize the use of EFDAs in practices that currently employ or are considering employing EFDAs;



Exhibit A

- 2.5.2. Convene a training session for a minimum of fifty (50) dental professionals about utilization of EFDAs and CPHDHs.
- 2.6. To train a health care workforce with the necessary skills and leadership in patient-centered practice that integrates dental, medical, and behavioral health, the contractor shall:
 - 2.6.1. Draft and execute a contract with a technical expert to:
 - 2.6.1.1. Conduct an assessment of existing inter-professional training curricula and
 - 2.6.1.2. Develop and implement an inter-professional training curriculum at one (1) pilot location in Strafford County.
 - 2.6.2. Evaluate training effort and modify curriculum based on findings.

3. Performance Measures

- 3.1. The Contractor shall submit quarterly project updates on all activities, using the work plan, ensuring that the following minimum performance indicators are achieved annually and monitored quarterly to measure the effectiveness of the agreement:
 - 3.1.1. The number of middle/high school students who receive dental sealants, interim therapeutic restorations and/or topical fluoride applications;
 - 3.1.2. The number of children and adults in community settings who receive dental sealants, interim therapeutic restorations and/or topical fluoride applications;
 - 3.1.3. The number of elderly in community-settings, such as senior centers and nursing homes, who receive topical fluoride applications and/or interim therapeutic restorations
 - 3.1.4. The number of children and adults who receive services measured by patient and visit records;
 - 3.1.5. The number of middle/high school students treated at school and the number identified with untreated decay and with urgent needs;
 - 3.1.6. The number of children and adults who received preventive and restorative care;
 - 3.1.7. The number of seniors/frail elderly who received preventive, disease management, and restorative services in community settings;
 - 3.1.8. The number of dental externs and FQHC staff surveyed, as referenced in Section 2.4., to learn about their experience in training and response to exposure to working with EFDAs and CPHDHs;
 - 3.1.9. Data describing the results of the assessment of existing inter-professional curricula;
 - 3.1.10. Development of new inter-professional curriculum developed Section 3.1.12.; and

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Exhibit A

3.1.11. The number and type of health professionals and students who participate in inter-professional training.

4. Deliverables/Reporting Requirements

- 4.1. Hold a kick-off meeting with the OHP Director and OHP Evaluator to finalize the work plan and the evaluation measures and data collection and evaluation tools, within forty-five (45) business days of contract approval.
- 4.2. The Contractor shall submit a draft survey, as identified/described in Section 2.4., to the Department, within one-hundred-twenty (120) business days of contract approval.
- 4.3. The Contractor shall identify the consultant and the delivery method(s) for the training on working with EFDAs in practice as outlined in Section 2.5., within one-hundred-twenty (120) business days of contract approval.
- 4.4. The Contractor shall meet with the Division of Public Health Services (DPHS), Oral Health Program (OHP) Director to discuss activities, budget, and performance measures on a monthly basis.
- 4.5. The Contractor shall submit semiannual reports by the 30th of June and 31st of December on all activities, using the work plan as identified/described in Section 2.2., to the DPHS OHP Director.
- 4.6. The Contractor shall submit a Final Report to the Department that shall include, but is not limited to:
 - 4.6.1. A summary of the project performance measures and outcomes including barriers encountered in implementing the project;
 - 4.6.2. The Grant's workforce contributions that increase access to care for underserved populations:
 - 4.6.2.1. The number of new Certified Public Health Dental Hygienists (CPHDHs) trained and/or deployed by grant sub-recipients, including:
 - 4.6.2.1.1. Patient populations they serve,
 - 4.6.2.1.2. The settings where they work, and
 - 4.6.2.1.3. The anticipated sustainability of their work after August, 2018.
 - 4.6.2.2. The number of Expanded Function Dental Auxiliaries (EFDAs) trained and employed by grant sub-recipients, including:
 - 4.6.2.2.1. Patient populations they serve,
 - 4.6.2.2.2. The settings where they work, and
 - 4.6.2.2.3. The anticipated sustainability of their work after August, 2018.
 - 4.6.2.3. The number of Certified Dental Assistants (CDAs) employed to work with EFDAs and CPHDHs, including:
 - 4.6.2.3.1. The patient populations they served,
 - 4.6.2.3.2. The settings where they work, and

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1/4/17



Exhibit A

- 4.6.2.3.3. The anticipated sustainability of their work after August, 2018.
- 4.6.3. The results of surveys submitted to dental externs and FQHC staff to learn about their experience in training and the impact of their exposure to working with EFDAs and CPHDHs
- 4.6.4. An evaluation of the training session(s) about working with EFDAs, as outlined in Section 2.5.;
- 4.6.5. An evaluation of the inter-professional curriculum developed and implemented, as outlined in Section 2.6.

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Method and Conditions Precedent to Payment

1. Contract funding is contingent upon meeting the requirements of the Catalog of Family Domestic Assistance (CFDA) # 93.236, United States Department of Health and Human Services, Health Resources and Services Administration, Grants to States to support Oral Health Workforce Activities.
2. The Department shall pay the Contractor an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for Services shall be made as follows:
 - a. The Contractor shall submit monthly invoices and any required reports by the 15th of each month.
 - b. Expenses shall be reported for reimbursement by budget line item in accordance with Exhibits B-1, B-2, and B-3.
 - c. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - d. Invoices shall be submitted to:
Department of Health and Human Services
Division of Public Health Services
Email address: DPHScontractbilling@dhhs.state.nh.gov
4. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
5. A final payment request shall be submitted no later than forty (40) days after the end of the Contract. Failure to submit the invoice, and accompanying documentation, could result in non-payment.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of the Agreement.
7. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget Exhibits B-1, B-2 and B-3 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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Exhibit B-1 Budget Form

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Bi State Primary Care Association

Budget Request for: Oral Health Workforce Yr 1
(Name of RFP)

Budget Period: G&C approval through 6.30.2017

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 12,865.22	\$ 1,286.52	\$ 14,151.74	
2. Employee Benefits	\$ 2,958.68	\$ 295.87	\$ 3,254.55	
3. Consultants	\$ 30,075.00	\$ 3,007.50	\$ 33,082.50	
4. Equipment:			\$ -	
Rental			\$ -	
Repair and Maintenance			\$ -	
Purchase/Depreciation			\$ -	
5. Supplies:			\$ -	
Educational			\$ -	
Lab			\$ -	
Pharmacy			\$ -	
Medical			\$ -	
Office	\$ 1,978.50	\$ 197.85	\$ 2,176.35	
6. Travel	\$ 375.00	\$ 37.50	\$ 412.50	
7. Occupancy	\$ 9,654.78	\$ 965.48	\$ 10,620.26	
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	\$ 259,600.50	\$ 7,311.78	\$ 266,912.28	
13. Other (specific details mandatory):			\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 317,507.68	\$ 13,102.50	\$ 330,610.18	

Indirect As A Percent of Direct

4.1%

Contractor Initials:

AKC

Date:

1/4/17

Exhibit B-2 Budget Form

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Bi State Primary Care Association

Budget Request for: Oral Health Workforce Yr 2
(Name of RFP)

Budget Period: 7.1.2017 through 6.30.2018

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 18,091.72	\$ 1,809.17	\$ 19,900.89	
2. Employee Benefits	\$ 4,161.38	\$ 416.14	\$ 4,577.52	
3. Consultants	\$ 20,941.70	\$ 2,094.17	\$ 23,035.87	
4. Equipment:			\$ -	
Rental			\$ -	
Repair and Maintenance			\$ -	
Purchase/Depreciation			\$ -	
5. Supplies:			\$ -	
Educational			\$ -	
Lab			\$ -	
Pharmacy			\$ -	
Medical			\$ -	
Office	\$ 2,857.80	\$ 285.78	\$ 3,143.58	
6. Travel	\$ 2,241.70	\$ 224.17	\$ 2,465.87	
7. Occupancy	\$ 13,944.92	\$ 1,394.49	\$ 15,339.41	
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	\$ 309,755.20	\$ 13,268.58	\$ 323,023.78	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Meetings	\$ 1,250.00	\$ 125.00	\$ 1,375.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 373,244.42	\$ 19,617.50	\$ 392,861.92	

Indirect As A Percent of Direct

5.3%

Contractor Initials:

Handwritten initials: HHR

Date:

Handwritten date: 1/4/17

Exhibit B-3 Budget Form

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Bi State Primary Care Association

Budget Request for: Oral Health Workforce Yr 3
(Name of RFP)

Budget Period: 7.1.2018 through 8.31.2018

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 2,621.06	\$ 262.11	\$ 2,883.17	
2. Employee Benefits	\$ 602.94	\$ 60.29	\$ 663.23	
3. Consultants	\$ 2,183.30	\$ 218.33	\$ 2,401.63	
4. Equipment:			\$ -	
Rental			\$ -	
Repair and Maintenance			\$ -	
Purchase/Depreciation			\$ -	
5. Supplies:			\$ -	
Educational			\$ -	
Lab			\$ -	
Pharmacy			\$ -	
Medical			\$ -	
Office	\$ 439.70	\$ 43.97	\$ 483.67	
6. Travel	\$ 423.30	\$ 42.33	\$ 465.63	
7. Occupancy	\$ 2,145.30	\$ 214.53	\$ 2,359.83	
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	\$ 44,644.30	\$ 2,183.44	\$ 46,827.74	
13. Other (specific details mandatory):			\$ -	
Meetings	\$ 250.00	\$ 25.00	\$ 275.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 53,309.90	\$ 3,050.00	\$ 56,359.90	

Indirect As A Percent of Direct

5.7%

Contractor Initials: _____

AHJL

Date: _____

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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;

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- 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.

[Handwritten Signature]

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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

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Date 1/4/17



- 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.

[Handwritten Signature]
[Handwritten Date: 1/4/17]



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.

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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

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- 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:

1/4/17
Date

Lori H. Beal
Name: Lori H. Beal MHA
Title: EVP/CCO

Contractor Initials HLB
Date 1/4/17



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, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

1/4/17
Date

Lori H. Beal
Name: Lori H. Beal MHA
Title: ERF/COV

Exhibit E - Certification Regarding Lobbying

Contractor Initials LHB
Date 1/4/17



**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

AHC
1/4/17



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:

1/4/17
Date

Lori H. Reac
Name: Lori H. Reac mHA
Title: EVP/CW

Contractor Initials LHRe
Date 1/4/17



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

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

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

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

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

Exhibit G

Contractor Initials

AKR

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

1/4/17
Date

Lori H. Reac
Name: LORI H. REAC MHA
Title: EVP/COO

Exhibit G

Contractor Initials

LHR

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

Date 1/4/17



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:

1/4/17
Date

Lori H. Real
Name: LORI H. REAL MHA
Title: EUP/COO

Contractor Initials LHR
Date 1/4/17



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



Exhibit I

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

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

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

KHR

1/4/17



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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1/4/17



Exhibit I

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

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

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Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

 The State
Lisa Morris
 Signature of Authorized Representative
 LISA MORRIS
 Name of Authorized Representative
 Director, DPHS
 Title of Authorized Representative
 1/26/17
 Date

Bi-State Primary Care Association
 Name of the Contractor
Lori H. Real
 Signature of Authorized Representative
 Lori H. Real MHA
 Name of Authorized Representative
 EVP/COO
 Title of Authorized Representative
 1/4/17
 Date

Contractor Initials *LR*
 Date *1/4/17*



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:

1/4/17
Date

Name:
Title:

Lois H. Reel
Lois H. Reel MHA
EVP/COO

LHR
1/4/17



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: 939836698
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

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

[Handwritten Signature]
1/4/17