



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-29644



Jeffrey A. Meyers
Commissioner

Lisa Morris, MSSW
Director

26 mac

August 30, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to **retroactively** amend an existing **sole source** agreement with Community Health Access Network, Vendor # 162256-B001, 207 South Main Street, Newmarket, NH 03857, to coordinate and implement asthma health systems interventions to improve management of asthma, by increasing the price limitation by \$119,400 from \$139,998.10 to \$259,398.10 and by extending the completion date from August 31, 2019 to August 31, 2020, retroactive to September 1, 2019, effective upon Governor and Executive Council approval. 100% Federal Funds

This agreement was originally approved by the Governor and Executive Council on September 20, 2018, (Item #13).

Funds to support this request are anticipated to be available in the following account for State Fiscal Years 2020 and 2021 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-095-90-901015-56670000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH PROTECTION, CHRONIC DISEASE - ASTHMA

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Prog Svc	90019004	\$119,999.00	\$0.00	\$119,999.00
2020	102-500731	Contracts for Prog Svc	90019004	\$19,999.10	\$99,500.00	\$119,499.10
2021	102-500731	Contracts for Prog Svc	90019004	\$0.00	\$19,900.00	\$19,900.00
			Total:	\$139,998.10	\$119,400.00	\$259,398.10

EXPLANATION

This request is **retroactive** to ensure no lapse in services to clients. The executed contract amendment was received from the vendor on August 16, 2019, which was two (2) days after the August 14, 2019 deadline for submitting items for the Governor and Executive Council agenda for August 28, 2019.

This request is **sole source** because the Community Health Access Network is the only health center controlled network in New Hampshire and nationally, that supports an integrated clinical and administrative data infrastructure for eight (8) Federally Qualified Health Centers that includes twenty-seven (27) sites throughout New Hampshire, using GE Centricity software for their electronic medical records.

The purpose of this request is to continue monitoring and improving the standard of care at clinical sites, assisting the Department in asthma care management activities, strengthening asthma care management linkages between clinical care and home visiting services, and making necessary modifications to the GE Centricity EMR.

Approximately 4,500 individuals will be served from September 1, 2019 through August 31, 2020.

The services provided by Community Health Access Network will continue to improve prevention and control of chronic conditions, better quality of life for thousands of affected patients, and a possible savings to the health care system as successful projects are replicated at multiple clinical sites by supporting the agencies providing direct services.

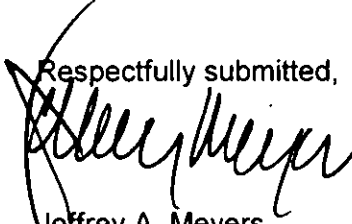
Services under this contract are offered primarily through a network of safety-net health care providers. Community Health Access Network provides Electronic Health Record system support and leads quality improvement efforts within this network. They also provide professional in-service training for clinicians and administrative support for the programs' annual educational conferences. These network sites serve an estimated 54,000 patients at locations throughout the state.

Should the Governor and Executive Council not authorize this Request, the ability to reduce complications from asthma through early detection, prevention and management activities may be jeopardized. The result could be an unnecessary increase in New Hampshire's health and economic burden, which could negatively impact the citizens, statewide.

Area served: Statewide.

Source of Funds: 100% Federal Funds from the Catalog of Federal Domestic Assistance (CFDA) #93.070, U.S. Department of Health and Human Services, U.S. Centers for Disease Control and Prevention, Environmental Public Health and Emergency Response; Improved Asthma Management, Federal Award Identification Number #NUE5EH000509.

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

Respectfully submitted,

Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Asthma Health Systems Interventions**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Asthma Health Systems Interventions**

This 1st Amendment to the Asthma Health Systems Interventions contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Health Access Network, (hereinafter referred to as "the Contractor"), a Nonprofit Corporation with a place of business at 207 South Main Street, Newmarket, NH 03857.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 20, 2018, (Item #13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
August 31, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$259,398.10.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
5. Add Exhibit B-3, Amendment #1, Budget form.
6. Add Exhibit B-4, Amendment #1, Budget form.



New Hampshire Department of Health and Human Services
Asthma Health Systems Interventions

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

Name: Lisa Morris, MSSW
Title: Director

8/19/19

Date

Community Health Access Network

August 14, 2019

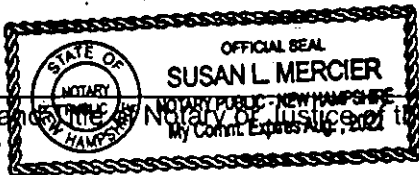
Date

Name: Joan M. Tulk
Title: Executive Director

Acknowledgement of Contractor's signature:

State of NH, County of Rockingham on August 14, 2019 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace



Name and Title of Notary Public or Justice of the Peace

My Commission Expires: August 2022




**New Hampshire Department of Health and Human Services
Asthma Health Systems Interventions**

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

OFFICE OF THE ATTORNEY GENERAL

8/23/2019
Date


Name: Nancy B. Smith
Title: Sr. Asst. Atty Gen.

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

EXHIBIT B-3, AMENDMENT #1 BUDGET FORM

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Community Health Access Network, Inc

Budget Request for: Asthma Health Systems Interventions
(Name of RFP)

Budget Period: SFY 2020 (September 1, 2019 - June 30, 2020)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 13,971.00	\$ 1,397.10	\$ 15,368.10	
2. Employee Benefits	\$ 2,794.00	\$ 279.40	\$ 3,073.40	
3. Consultants	\$ 375.00	\$ 37.50	\$ 412.50	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 297.00	\$ 29.70	\$ 326.70	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 1,667.00	\$ 166.70	\$ 1,833.70	
12. Subcontracts/Agreements	\$ 70,415.00	\$ 7,041.50	\$ 77,456.50	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Reports	\$ 935.00	\$ 93.50	\$ 1,028.50	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 90,454.00	\$ 9,045.40	\$ 99,499.40	

Indirect As A Percent of Direct

10.0%

Exhibit B-3 Amendment #1 Budget - SFY 2020

Contractor Initials: *JT*

Date: 8/14/2019

EXHIBIT B-4 AMENDMENT #1 BUDGET FORM

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Community Health Access Network, Inc

Budget Request for: Asthma Health Systems Interventions
(Name of RFP)

Budget Period: SFY 2021 (July 1, 2020 - August 31, 2020)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 2,795.00	\$ 279.50	\$ 3,074.50	
2. Employee Benefits	\$ 559.00	\$ 55.90	\$ 614.90	
3. Consultants	\$ 75.00	\$ 7.50	\$ 82.50	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 58.00	\$ 5.80	\$ 63.80	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 332.45	\$ 33.25	\$ 365.70	
12. Subcontracts/Agreements	\$ 14,085.00	\$ 1,408.50	\$ 15,493.50	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Reports	\$ 187.00	\$ 18.70	\$ 205.70	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 18,091.45	\$ 1,809.15	\$ 19,900.60	

Indirect As A Percent of Direct

10.0%

Exhibit B-4 Amendment #1 Budget - SFY 2021

Contractor Initials: CH

Page 1 of 1

Date: 8/14/2019

State of New Hampshire

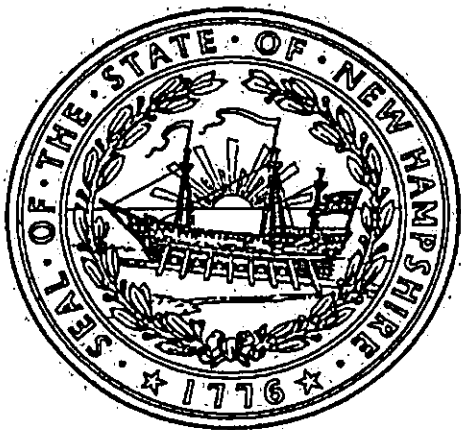
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY HEALTH ACCESS NETWORK is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 26, 1996. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 248463

Certificate Number: 0004566990



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of August A.D. 2019.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Kris McCracken, of the Community Health Access Network (CHAN), do hereby certify that:

1. I am the duly elected Chairman of the Board of Directors of the Community Health Access Network;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on August 14, 2019;

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Public Health Services.

RESOLVED: That the Executive Director is hereby authorized on behalf of this corporation to enter into said contract with the State on behalf of this corporation. The Executive Director is authorized 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. Joan Tulk is the duly elected Executive Director of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of August 14, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairman of the Board of Directors of the corporation this 14th day of August, 2019.



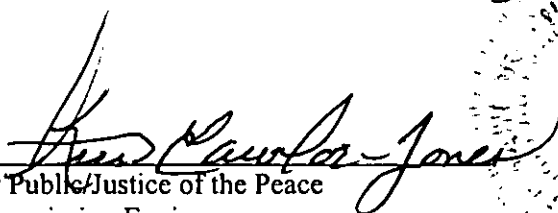
Kris McCracken, Chairman, CHAN Board of Directors

STATE OF NEW HAMPSHIRE

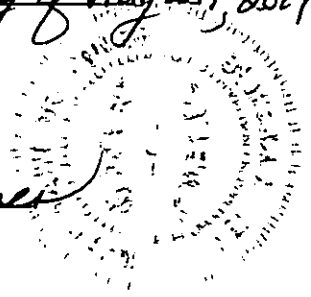
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this fourteenth day of August, 2019
by Kris McCracken.

KURT LAWLOR-JONES, Notary Public
State of New Hampshire
My Commission Expires October 17, 2023



Notary Public/Justice of the Peace
My Commission Expires:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/13/2019

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

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

PRODUCER License # 1780862 HUB International New England 100 Central Street, Suite 201 Holliston, MA 01746	CONTACT NAME: Dan Joyal PHONE (A/C, No, Ext): (774) 233-6208 FAX (A/C, No): E-MAIL ADDRESS: dan.joyal@hubinternational.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Peerless Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Community Health Access Network c/o Kirsten Platte 207 South Main Street Newmarket, NH 03857	

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"/> PROJECT <input type="checkbox"/> LOC OTHER:			BZA2057177879	7/1/2019	7/1/2020	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BZA2057177879	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDER NH DHHS 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Community Health Access Network (CHAN)

Mission Statement

CHAN's mission is to enable our member agencies to develop the programs and resources necessary to assure access to efficient, effective health care for all clients in our communities, particularly the uninsured, Medicaid, and medically underserved populations.



COMMUNITY HEALTH ACCESS NETWORK

**FINANCIAL STATEMENTS
SEPTEMBER 30, 2018 AND 2017**

COMMUNITY HEALTH ACCESS NETWORK

Contents
September 30, 2018 and 2017

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Statements of Cash Flows	4
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50 Washington Street
Westborough, MA 01581
508.366.9100
aafcpc.com

Independent Auditor's Report

To the Board of Directors of
Community Health Access Network:

Report on the Financial Statements

We have audited the accompanying financial statements of Community Health Access Network (a New Hampshire corporation, not for profit) which comprise the statements of financial position as of September 30, 2018 and 2017, and the related statements of activities and changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Health Access Network as of September 30, 2018 and 2017, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Alexander, Brown, Pinning & Co., P.C.

Westborough, Massachusetts
February 8, 2019

COMMUNITY HEALTH ACCESS NETWORKStatements of Financial Position
September 30, 2018 and 2017

Assets	2018	2017
Current Assets:		
Cash	\$ 122,062	\$ 39,456
Grants and contracts receivable	108,202	81,463
Membership and other receivables, net	65,738	60,109
Prepaid expenses	<u>113,109</u>	<u>95,911</u>
Total current assets	409,111	276,939
Investment in Limited Liability Company	22,591	20,299
Restricted Cash	516,341	526,876
Furniture and Equipment, net	<u>381,559</u>	<u>370,684</u>
Total assets	<u>\$ 1,329,602</u>	<u>\$ 1,194,798</u>
Liabilities and Net Assets		
Current Liabilities:		
Accounts payable and accrued expenses	\$ 190,680	\$ 164,875
Deferred revenue	<u>57,054</u>	<u>41,259</u>
Total current liabilities	<u>247,734</u>	<u>206,134</u>
Net Assets:		
Unrestricted:		
Operating	183,968	91,104
Furniture and equipment	381,559	370,684
Board designated	<u>516,341</u>	<u>526,876</u>
Total unrestricted net assets	<u>1,081,868</u>	<u>988,664</u>
Total liabilities and net assets	<u>\$ 1,329,602</u>	<u>\$ 1,194,798</u>

COMMUNITY HEALTH ACCESS NETWORKStatements of Activities and Changes in Net Assets
For the Years Ended September 30, 2018 and 2017

	<u>2018</u>	<u>2017</u>
Operating Revenue:		
Grant funds used to defray operating expenses	\$ 1,452,491	\$ 1,414,031
Shared services income	1,093,525	1,038,117
Interest and other income	168,560	239,594
Membership dues	<u>140,660</u>	<u>165,337</u>
Total operating revenue	<u>2,855,236</u>	<u>2,857,079</u>
Operating Expenses:		
Professional fees and contract services	1,192,735	1,099,601
Salaries, taxes and fringe	831,170	736,482
Other operating expenses	751,294	756,364
Depreciation	<u>245,027</u>	<u>258,724</u>
Total operating expenses	<u>3,020,226</u>	<u>2,851,171</u>
Changes in unrestricted net assets from operations	(164,990)	5,908
Non-Operating Revenue:		
Member and shared services funding for capital acquisitions	178,289	193,566
Grant funding for capital acquisitions	77,613	51,710
Unrealized gain on investment in limited liability company	<u>2,292</u>	<u>4,095</u>
Changes in unrestricted net assets	93,204	255,279
Unrestricted Net Assets:		
Beginning of year	<u>988,664</u>	<u>733,385</u>
End of year	<u>\$ 1,081,868</u>	<u>\$ 988,664</u>

COMMUNITY HEALTH ACCESS NETWORK

Statements of Cash Flows

For the Years Ended September 30, 2018 and 2017

	<u>2018</u>	<u>2017</u>
Cash Flows from Operating Activities:		
Changes in unrestricted net assets	\$ 93,204	\$ 255,279
Adjustments to reconcile changes in unrestricted net assets to net cash provided by operating activities:		
Depreciation	245,027	258,724
Member and shared services funding for capital acquisitions	(178,289)	(193,566)
Grant funding for capital acquisitions	(77,613)	(51,710)
Unrealized gain on investment in limited liability company	(2,292)	(4,095)
Changes in operating assets and liabilities:		
Grants and contracts receivable	(26,739)	16,378
Membership and other receivables	(5,629)	(44,249)
Prepaid expenses	(17,198)	2,290
Accounts payable and accrued expenses	25,805	(96,748)
Deferred revenue	15,795	(10,400)
Net cash provided by operating activities	<u>72,071</u>	<u>131,903</u>
Cash Flows from Investing Activities:		
Acquisition of furniture and equipment	(255,902)	(245,276)
Withdrawals from (deposits to and interest earned on) restricted cash	10,535	(193,827)
Net cash used in investing activities	<u>(245,367)</u>	<u>(439,103)</u>
Cash Flows from Financing Activities:		
Member and shared services funding for capital acquisitions	178,289	193,566
Grant funding for capital acquisitions	77,613	51,710
Net cash provided by financing activities	<u>255,902</u>	<u>245,276</u>
Net Change in Cash	82,606	(61,924)
Cash:		
Beginning of year	<u>39,456</u>	<u>101,380</u>
End of year	<u>\$ 122,062</u>	<u>\$ 39,456</u>

COMMUNITY HEALTH ACCESS NETWORK

Notes to Financial Statements
September 30, 2018 and 2017

1. OPERATIONS AND NONPROFIT STATUS

Community Health Access Network (the Organization) is a non-stock, nonprofit corporation organized in New Hampshire. The Organization is a member organization composed of eleven members who are nonprofit Federally Qualified Health Center providers. The Organization's primary purpose is to enable member agencies to develop the program and other resources necessary to assure access to efficient, effective quality health care for all clients in agency communities, particularly the uninsured, Medicaid, and medically underserved populations. The Organization hosts a central Electronic Health Record, Practice Management billing system, and a data warehouse to support the member reporting needs and facilitates shared learning of best practices among its members.

The Organization is exempt from Federal income taxes as an organization (not a private foundation) formed for charitable purposes under Section 501(c)(3) of the Internal Revenue Code (IRC). The Organization is also exempt from state income taxes. Donors may deduct contributions made to the Organization within the requirements of the IRC.

2. SIGNIFICANT ACCOUNTING POLICIES

The Organization's financial statements have been prepared in accordance with generally accepted accounting standards and principles (U.S. GAAP) established by the Financial Accounting Standards Board (FASB). References to U.S. GAAP in these notes are to the FASB Accounting Standards Codification (ASC).

Estimates

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

Grants, Contracts, Membership and Other Receivables and Allowance for Doubtful Accounts

The Organization receives grants from various donors and performs contract services. Membership receivables consist of amounts due for membership fees and shared services fees and are recorded as services are provided. The allowance for doubtful accounts is recorded based on management's analysis of specific accounts and their estimate of amounts that may become uncollectible. Accounts are written off against the allowance when they are determined to be uncollectible. The allowance was \$500 at September 30, 2018 and 2017.

Furniture and Equipment and Depreciation

Furniture and equipment are recorded at cost when purchased. Donated furniture and equipment are recorded at fair value at the time of the donation. Renewals and betterments are capitalized, while repairs and maintenance are expensed as they are incurred.

Depreciation is computed using the straight-line method over the estimated useful lives of three to five years.

COMMUNITY HEALTH ACCESS NETWORK

Notes to Financial Statements
September 30, 2018 and 2017

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Fair Value Measurements

The Organization follows the accounting and disclosure standards pertaining to *Fair Value Measurements* for qualifying assets and liabilities. Fair value is defined as the price that the Organization would receive upon selling an asset or pay to settle a liability in an orderly transaction between market participants.

The Organization uses a framework for measuring fair value that includes a hierarchy that categorizes and prioritizes the sources used to measure and disclose fair value. This hierarchy is broken down into three levels based on inputs that market participants would use in valuing the financial instruments based on market data obtained from sources independent of the Organization. Inputs refer broadly to the assumptions that market participants would use in pricing the financial instrument, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the financial instrument developed based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset developed based on the best information available. The three-tier hierarchy of inputs is summarized in the three broad levels as follows:

- Level 1: Inputs that reflect unadjusted quoted prices in active markets for identical assets at the measurement date.
- Level 2: Inputs other than quoted prices that are observable for the asset either directly or indirectly, including inputs in markets that are not considered to be active.
- Level 3: Inputs that are unobservable and which require significant judgment or estimation.

An asset or liability's level within the framework is based upon the lowest level of any input that is significant to the fair value measurement.

Investment in Limited Liability Company

The investment in limited liability company (LLC) represents a 12.5% interest in Primary Health Care Partners, LLC (PHCP) and is recorded on the equity method. Investments are recorded in the financial statements at fair value. The Organization values their investment in the LLC using Level 3 inputs, as the valuation is based on their cost of acquiring the investment plus any gain or loss incurred in the period. The only activity in the investment in the LLC was the Organization's share of unrealized gain in PHCP of \$2,292 and \$4,095 for the years ended September 30, 2018 and 2017, respectively.

All Other Assets and Liabilities

The carrying value of all other qualifying assets and liabilities does not differ materially from its estimated fair value and are considered Level 1 in the fair value hierarchy.

COMMUNITY HEALTH ACCESS NETWORK

Notes to Financial Statements
September 30, 2018 and 2017

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Expense Classification

Expenses related directly to a function are distributed to that function, while other expenses are allocated to functions based upon management’s estimates.

Operating expenses consist of the following components:

	<u>2018</u>	<u>2017</u>
Program services	\$ 2,780,162	\$ 2,628,258
General and administrative	<u>240,064</u>	<u>222,913</u>
	<u>\$ 3,020,226</u>	<u>\$ 2,851,171</u>

Revenue Recognition

Grant funds used to defray operating expenses are recognized over the period covered by the contract as services are provided and costs are incurred. Membership dues revenue is recorded when earned over the membership period. Shared services income is recognized as services are provided. Unrestricted contributions and grants are recorded as revenue when received or unconditionally pledged. All other income is recorded as it is earned.

Restricted contributions and grants are recorded as temporarily restricted revenues and net assets when received or unconditionally pledged. Transfers are made to unrestricted net assets as costs are incurred or time or program restrictions have lapsed. Donor restricted grants received and satisfied in the same period are included in unrestricted net assets.

Deferred Revenue

Deferred revenue consists of membership dues received in advance of the membership effective date and shared services income received in advance of the services provided.

Net Assets

Unrestricted Net Assets

Unrestricted net assets represent resources which bear no external donor restrictions and are available to carry out the Organization’s programs. Unrestricted net assets have been categorized as follows:

Operating - represents funds available to carry on the operations of the Organization.

Furniture and Equipment - reflect and account for the activities relating to the Organization’s furniture and equipment, net of related debt, if any.

Board Designated - represents funds set aside by the Board of Directors to fund future capital acquisitions. These funds are included in restricted cash in the accompanying statements of financial position.

Temporarily restricted net assets include amounts received with donor restrictions which have not yet been expended for their designated purposes. There were no temporarily restricted net assets at September 30, 2018 or 2017.

COMMUNITY HEALTH ACCESS NETWORK

Notes to Financial Statements
September 30, 2018 and 2017

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Income Taxes

The Organization accounts for uncertainty in income taxes in accordance with ASC Topic, *Income Taxes*. This standard clarifies the accounting for uncertainty in tax positions and prescribes a recognition threshold and measurement attribute for the financial statements regarding a tax position taken or expected to be taken in a tax return. The Organization has determined that there are no uncertain tax positions which qualify for either recognition or disclosure in the financial statements at September 30, 2018 and 2017. The Organization's information returns are subject to examination by Federal and state jurisdictions.

Funding

The Organization received 90% and 97% of grant funds used to defray operating expenses for the years ended September 30, 2018 and 2017, respectively, from the U.S. Department of Health and Human Services directly, or through subcontract agreements. The Organization had 99% of grants and contracts receivable as of September 30, 2018 and 2017, due from the U.S. Department of Health and Human Services. Payments to the Organization are subject to audit by the appropriate government agency. In the opinion of management, such audits, if any, will not have a material effect on the financial position of the Organization as of September 30, 2018 and 2017, or on its changes in net assets for the years then ended.

Statements of Activities and Changes in Net Assets

Transactions deemed by management to be ongoing, major, or central to the provision of program services are reported as operating revenue and operating expenses in the accompanying statements of activities and changes in net assets. Non-operating revenue includes unrealized gain on investment in limited liability company, member and other funding for capital acquisitions.

Subsequent Events

Subsequent events have been evaluated through February 8, 2019, which is the date the financial statements were available to be issued. There were no events that met the criteria for recognition or disclosure in the financial statements.

3. FURNITURE AND EQUIPMENT

Furniture and equipment consist of the following at September 30:

	<u>2018</u>	<u>2017</u>
Equipment	\$ 4,065,618	\$ 3,838,795
Furniture and fixtures	<u>22,932</u>	<u>22,932</u>
	4,088,550	3,861,727
Less - accumulated depreciation	<u>3,706,991</u>	<u>3,491,043</u>
	<u>\$ 381,559</u>	<u>\$ 370,684</u>

COMMUNITY HEALTH ACCESS NETWORK

Notes to Financial Statements
September 30, 2018 and 2017

4. LINE OF CREDIT

The Organization has available up to \$50,000 under a line of credit agreement. Borrowings under the agreement are due on demand and interest is payable monthly at the *Wall Street Journal's* prime rate (5.00% and 4.25% at September 30, 2018 and 2017, respectively), plus 1%. The interest rate is subject to a floor of 4.25%. The line of credit is secured by all furniture and equipment and accounts receivable of the Organization. As of September 30, 2018 and 2017, there were no outstanding balances under this agreement. The Organization was in compliance with certain covenants as specified in the agreement as of September 30, 2018 and 2017.

5. FACILITY LEASE

The Organization leases office space from a related party (see Note 8) under an operating lease that expired on September 30, 2018, and automatically renewed for a three-year period through September 30, 2021. Total rent expense, including certain utilities and maintenance fees (CAM charges), under the lease was \$54,408 and \$50,298 for the years ended September 30, 2018 and 2017, respectively, and is included in other operating expenses in the accompanying statements of activities and changes in net assets. Future approximate annual minimum facility lease payments and CAM charges under this agreement are as follows:

2019	\$ 56,000
2020	\$ 57,800
2021	\$ 59,500

6. CONCENTRATION OF CREDIT RISK

The Organization maintains its cash balances in a financial institution in New Hampshire. At certain times during the year, the balances in some of these accounts exceeded the maximum amount of insurance provided by the Federal Deposit Insurance Corporation. The Organization has not experienced any losses in such accounts. The Organization believes it is not exposed to any significant credit risk on cash.

7. RETIREMENT PLAN

The Organization maintains a tax sheltered annuity plan (TSA) covered under Section 403(b) of the IRC. The Organization contributes 3% to 7% of each employee's annual compensation based on years of service. Retirement contributions totaled \$24,524 and \$22,680 for the years ended September 30, 2018 and 2017, respectively, which are included in salaries, taxes and fringe in the accompanying statements of activities and changes in net assets.

8. RELATED PARTY

In the normal course of business, the Organization purchases information technology and specific administrative services from certain members. For the years ended September 30, 2018 and 2017, these services totaled \$159,132 and \$173,127, respectively, which are included in professional fees and contract services in the accompanying statements of activities and changes in net assets. The Organization also leases space from a member (see Note 5).

The Organization's revenue generated from member dues, purchased services and member funded capital acquisitions totaled approximately \$1,582,000 and \$1,637,000 for the years ended September 30, 2018 and 2017, respectively.

Community Health Access Network
Board Members

Kris McCracken, Board Chair/President

Manchester Community Health Center
145 Hollis Street
Manchester, NH 03101
(603) 626-9500 x9513

Richard Silverberg

Health First Family Care Center
841 Central Street
Franklin, NH 03235
(603) 934-0177 x107

Janet Laatsch

Greater Seacoast Community Health
311 Route 108
Somersworth, NH 03878
(603) 749-2346 x203

Gregory White, Treasurer

Lamprey Health Center
207 South Main Street
Newmarket, NH 03857
603-659-3106 x7214

Meagan Marshall

Shackelford County Community Health Center
725 Pate Street
Albany, TX 76430

Amy Pratte, Secretary

Healthcare for the Homeless, Manchester
Suite LL22, 195 McGregor Street
Manchester, NH 03102

JOAN M. TULK, RN, MPH, CPHIMS

✉ jtulk@chan-nh.org

Skills

PCMH

Strategic Planning
Predictive Modeling
Healthcare Business Intelligence
Clinical Transformation
Quality Improvement
Accountable Care Organization
Population Health
Project Management
Change Management
Care Management
Health Coaching
Process Improvement models –
Lean, Six Sigma, PDSA
Meaningful Use
ICD10

Overview

Health Care Leader who leverages expertise in healthcare systems planning and execution, population health management, quality improvement and healthcare business intelligence to accomplish system-wide performance improvement. Demonstrated ability to respond to rapidly changing healthcare environments, to manage high-value projects, maximize available resources and attain outstanding results. Provides creative solutions to customers' challenges.

Experience

COMMUNITY HEALTH ACCESS NETWORK (CHAN), NEWMARKET, NH

present

Health Center Controlled Network, providing EHR, practice management, business intelligence systems, and quality improvement technical assistance to Federally Qualified Health Centers and Healthcare for Homeless Organizations

QUALITY IMPROVEMENT DIRECTOR

Responsible for the overall administration of the clinical quality improvement program. Advisor to CHAN health center members including: QI best practices and techniques, workflow analysis, Meaningful Use, Patient-Centered Medical Home. Coordination of grant-funded initiatives, oversight of grant subcontractors; reporting and data analysis; Strategic planning for CHAN Quality Improvement Program; Clinical quality liaison with health plans.

CHIEF INFORMATION OFFICER

Responsible for oversight of all general information systems functions, to include long term information systems strategic planning and development.

CAPE COD HEALTHCARE – Hyannis, MA

Integrated Delivery System - two hospitals, commercial lab, physician practices, ACO; >5000 employees 2013-2015

EXECUTIVE DIRECTOR INFORMATION SYSTEMS

Responsible for all software applications, including multiple EMRs, health information exchange (HIE), patient portals, data integration and business intelligence
Direct staff of ~60

MOFFITT CANCER CENTER AND RESEARCH INSTITUTE – Tampa, FL

2012 to 2013

Academic, Comprehensive Cancer Center – research, teaching, acute care, physician practices

DIRECTOR, APPLICATIONS SYSTEMS

Rapidly took on increased responsibility, from clinical applications to all applications for the Center. Achieved the "smoothest implementations ever" of Cerner and Siemens clinical, imaging, management and revenue management systems.

Appointed CIO liaison to the Alliance of Dedicated Cancer Centers Quality and Value Committee.

Directed staff of 65+

DARTMOUTH-HITCHCOCK HEALTH – Lebanon, NH

2005 to 2012

Academic medical center and integrated health system.

DIRECTOR, CLINICAL PERFORMANCE MANAGEMENT & PROJECT DIRECTOR FOR CLINICAL TRANSFORMATION/EPIC IMPLEMENTATION

Spearheaded clinical improvement, quality reporting, and pay for performance initiatives. Advisor to performance measurement and reporting staff. Supervised quality managers, care coordinators, health coaches; oversaw patient safety event reporting.

Drove implementation of Epic ambulatory electronic medical records to streamline clinical operations. Lead project management initiatives, recommended workflow changes and oversaw training and the incorporation of clinical protocols. Utilized change management strategies to achieve optimal technology integration into daily clinical practices. Continuously sought methods to optimize EMR capabilities to improve quality and patient safety.

- **Contributed to success of CMS PGP demonstration project (precursor to Pioneer ACO), achieving multi-million dollar incentive payments by: 1) introduction of risk adjustment models, 2) data integration with external company and development of patient stratification process, 3) development of patient registries and 4) development of care management/health coaching program**

- **Assisted 26 Primary Care Practices to achieve NCQA Level III PCMH Recognition**
- **Managed Clinical Transformation collaborative conferences**
- **Successfully deployed Epic ambulatory electronic medical record (EMR) system and patient portal to support 750+ physicians and their staff, incorporating Clinical Transformation and Medical Home requirements**

DxCG Inc. – Boston, MA

2003 to 2005

For-profit company providing predictive models and healthcare data analytics applications. Currently operating as Verisk Health.

VICE PRESIDENT OF CLIENT SOLUTIONS

Directed Research, Consulting, Client Support, Software Implementation, and Account Management departments to ensure smooth and streamlined operations. Drove efficiency of technical activities including supervision of data loading/ETL and quality assurance process for 10M+ records. Ensured timely deployment of new software and updates for clients. Developed strategy, defined requirements for care and disease management product. Developed proposals for consulting projects and software contracts. Conducted negotiations. Managed local and remote staff; nationwide implementations.

- **Improved product development process, coordinating research model development with product management, software development to ensure a successful product roll-out.**
- **Successfully completed company's first ASP model predictive modeling application, managing product offering plans and SLA development.**
- **Deployed effective customer relationship management system.**
- **Oversaw rapid growth, more than doubling the size of the company**
- **100% customer retention**

CATHOLIC MEDICAL CENTER – Manchester, NH

1999 through 2003

Acute care hospital with ~330 beds, physician practices and ambulatory surgery center

CHIEF INFORMATION OFFICER (CIO) & VICE PRESIDENT

Directed establishment and efficient operation of Information Systems department. Created information systems strategic plans and developed all processes, procedures, and long-term goals. Recruited and developed top-flight Information Technology team encompassing project managers, application and data reporting analysts, programmers, network engineers, telecom professionals, and technical support technicians. Managed multi-million dollar department budget. Instituted process and workflow improvement initiatives to support all IT implementation projects.

Implemented applications to support physician practice management, web-based portals, decision support, diagnostic imaging, laboratory, OR scheduling, capital budgeting, human resources, payroll, general ledger. Supervised design and build of state-of-the-art data center. Managed 50+ staff.

- **Built Information Systems department from inception creating all policies, practices and goals; managing all hiring.**
- **Headed project to separate and rebuild all information systems due to hospital de-merger. Successfully separated all applications and networks, on-time, under budget.**
- **Attained notable cost savings by expertly negotiating multiple software, hardware, and maintenance contracts.**
- **Created long-term strategy and RFP for clinical information system, spearheading selection process and vendor negotiations.**
- **Drove implementation of HIPAA requirements for privacy, security, and electronic transactions.**
- **Developed and installed comprehensive disaster recovery and business continuity plan.**
- **Oversaw cost-effective design and build of a new data center and network**

Education

Master of Public Health, Health Services Administration – Johns Hopkins School of Hygiene and Public Health

Bachelor of Science in Nursing Boston College – Chestnut Hill, MA

Certified Professional Health Information and Management Systems Health Information and Management Systems
Registered Nurse, Currently licensed in Massachusetts and New Hampshire

Rebecca Roosevelt

2015-Present CHAN Newmarket, NH

EHR Clinical Systems/Report Manager

- Oversight of EHR system and peripheral modules training program development
- Coordination of EHR Clinical Systems maintenance, to include oversight and mentoring for staff with systems maintenance responsibilities
- Support health centers in realizing both Meaningful Use incentive payments and Patient Centered Medical Home (PCMH) recognition.
- Oversight and management of Reporting Department
- Oversight, design, maintain and troubleshoot clinical and non-clinical reports using Crystal Report writer v8.5 and v9 and v11

Experience

2005-2015 CHAN Newmarket, NH

EHR Clinical Systems Coordinator/Report Specialist

- Train clinical and non-clinical staff to use Centricity EHR
- Coordinate implementation of new software and assist in workflow development
- Support "go-live" periods with on-site and telephone access
- Report Development and maintenance using industry standard software
- Design, maintain and troubleshoot clinical and non-clinical reports using Crystal Report writer v8.5 and v9 and v11
- Support health center members in realizing both MU incentive payments and PMCH recognition.

2000-2005 Appledore Medical Group Portsmouth, NH

Accounts Receivable Manager

- Managed over 1 million dollars in receivables
- Facilitated and analyzed month end reporting
- Recommended and implemented short and long-term work plans for a Central Business office supporting 31 physicians
- Direct supervision of 13 Accounts Receivable Specialists and 2 Reimbursement Analysts
- Physician and mid-level provider billing and coding auditing and education

1998-2000 Atlantic Plastic Surgery Assoc. Portsmouth, NH

Financial Services Representative

- Internal software maintenance
- Daily deposit and reconciliation of journal entries
- Managed Accounts Payable & Accounts Recievable using Quickbooks software
- Monthly Financial reporting to the medical director

- Annual financial reporting to the accountant
- Payroll reporting and tracking

Education

1988-1994

New Hampshire College

Portsmouth, NH

Major: Accounting

Relevant Course Work:

- Elementary, Intermediate Accounting I & II
- Cost Accounting I & II

Susan Mercier

Practice Management, Clinical Quality Improvement, Patient/Customer Satisfaction, Lean Green Belt

Lee, NH 03861

smercier@comcast.net

WORK EXPERIENCE

Clinical Quality Coordinator/EMR Training and Product Support

Community Health Access Network - Newmarket, NH - January 2017 – Present

Responsibilities

Work with Federally Qualified Health centers in the State of New Hampshire on Clinical Quality Initiatives to improve patient care and efficiencies, meet clinical measure goals, UDS Measures/Reporting, Patient Centered Medical Home, Meaningful Use and other patient centered quality goals determined by grant work. Work includes, running and monitoring reports, tracking data via charts and audits, workflow assessments within the health centers, Plan Do Check Act (PDSA) cycles with health centers, identifying barriers and improvements in workflow and electronic medical records, creating training programs and materials to support the changes for the EMR training of staff and providers, supporting and troubleshooting EMR issues for health centers.

Accomplishments

Electronic Medical Record Training and problem resolution across multiple sites, beginner in Visual Form Editing, Lean Green Belt

Practice Manager

Vibrant Health - Portsmouth, NH - December 2014 to April 2016

Responsibilities

Manage the practice finances, employees, marketing, compliance, budgeting, patient satisfaction and all other aspects of the practice.

Accomplishments

Put into place processes and protocols to make the office more efficient, while also emphasizing quality patient care.

Skills Used

Utilized people skills to ensure patients feel comfortable and that they are being taken care of in the best way possible.

Practice Manager II

Wentworth Health Partners - October 2011 to April 2014

Manage and oversee two family practice medical offices, performing all functions listed in Practice Manager I position below.

Managed practice that was pilot site for Medical Home accreditation, serve on committee that is implementing policies and protocols as well as training for all staff and providers of multiple medical practices to become JCAHO accredited, consistently working on improvement, collaboration and coordination of quality patient care, completion of Meaningful Use Stage I and Stage II

Practice Manager I

Wentworth Health Partners - May 2007 to October 2011

Oversee staff, providers, patient satisfaction, and all operations in a family practice setting

Interview, hire, train, employee coaching and performance improvement

Plan and coordinate provider, patient and employee schedules, monitor and problem solve no-shows, adjust provider schedules to allow for optimum advanced access and patient care

Plan and adhere to annual office budget, monitor office purchasing and expenses, variance reporting

Process Payroll, monitor staff schedules, monitor overtime and budgeted full time equivalent hours

Conduct monthly staff meetings, liaison between administration and providers, providers and staff

Responsible for achieving the best possible patient satisfaction scores, monitoring and reviewing with staff and providers, making changes/improvements where necessary

Plan and organize practice sponsored community events, such as safety fairs and annual blood drives, all within budget

Provide managerial coverage for other family practice and specialty offices during vacations, leave of absences

Front Desk Coordinator

Wentworth Health Partners - August 2005 to May 2007

August 2005 - May 2007 Schedule patient appointments, telephones, customer service

Assisting providers administratively

Maintaining supplies, monitoring budget, staff schedules

Liaison between administration providers and staff

Accounting Assistant

Wentworth Health Partners - October 1998 to June 2005

Purchasing, accounts payable for thirteen medical offices

Processed weekly payroll for approximately 100 employees

Maintain and monitor physician expenses and contracts

Monthly balancing of corporation bank accounts

Creating spreadsheets to track expenses and purchases of practices

Tracking provider productivity monthly

EDUCATION

B.A. in Organizational Management

ASHFORD UNIVERSITY - Clinton, IA

A.A.S. in Business Management/Accounting

UNIVERSITY OF NEW HAMPSHIRE - Durham, NH

CERTIFICATIONS

CMPE

Certified Medical Practice Executive through Medical Group Management Association

ADDITIONAL INFORMATION

SKILLS & ABILITIES

Virence Cenctricity, Visual Forms Editor, Microsoft Excel, Word, Powerpoint, Outlook, QuickBooks, NextGen Electronic Medical Records, Invision, Soarian EDM, Soarian Clinical, Elation Medical Records, Practice Fusion Medical Records, Ultipro, ADP, Lawson, Healthstream, CAS, Kronos

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Community Health Access Network

Name of Contract: Asthma

BUDGET PERIOD:		SFY 2020		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Joan Tulk	Executive Director	\$159,550	4.17%	\$6,653.00
Susan Mercier	QI Coordinator	\$74,180	9.38%	\$6,958.00
Rebecca Roosevelt	EMR Systems/Reporting Manager/Cert.Content Expert	\$89,895	0.40%	\$360.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$13,971.00

BUDGET PERIOD:		SFY 2021		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Joan Tulk	Executive Director	\$160,400	0.83%	\$1,331.00
Susan Mercier	QI Coordinator	\$74,450	1.87%	\$1,392.00
Rebecca Roosevelt	EMR Systems/Reporting Manager/Cert.Content Expert	\$89,895	0.08%	\$72.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$2,795.00



Jeffrey A. Meyers
Commissioner

Lisa Morris, MSSW
Director

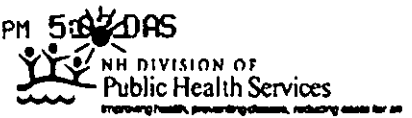
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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-29644



August 3, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a sole source agreement with the Community Health Access Network, Vendor #. 162256-B001, 207 South Main Street, Newmarket, NH 03857, to coordinate and implement asthma health systems interventions to improve management of this chronic disease, in an amount not to exceed \$139,998.10 effective upon Governor and Executive Council approval through August 31, 2019. 100% Federal Funds

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

05-095-90-901015-56670000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH PROTECTION, CHRONIC DISEASE - ASTHMA

Fiscal Year	Class/Object	Title	Activity Code	Total Amount
2019	102-500731	Contracts for Special Programs	90019004	\$119,999.00
2020	102-500731	Contracts for Special Programs	90019004	\$19,999.10
			Total:	\$139,998.10

EXPLANATION

This request is sole source because the Department's Asthma Program is currently in the fourth (4th) year of a five-year federal Centers for Disease Control and Prevention grant award and has contracted with the Community Health Access Network, Inc. (CHAN) throughout this four-year period. The CHAN is the only health center controlled network in New Hampshire, and nationally, that supports an integrated clinical and administrative data infrastructure for ten (10), Federally Qualified Health Centers (FQHC) using GE Centricity software for their electronic medical records. The result of this network is that CHAN is the only vendor able to deliver these services to New Hampshire's FQHC using GE Centricity Electronic Medical Records (EMR) for their patients with asthma. The Department is requesting approval to continue contracting with CHAN to maintain continuity of these current services for the fifth and final year of the Center for Disease Control and Prevention grant.

If the sole source request is granted, the CHAN will be able to continue to work with the Asthma Control Program to oversee and coordinate quality improvement projects in place at the FQHCs that are demonstrating tremendous progress for those patients with asthma for the one remaining year of this federal grant. Quality improvement projects so far have increased the percent of asthma patients, who have an asthma action plan, from 1% to 20% to-date.

The quality improvement interventions in place will support and strengthen the efforts of health care providers serving the asthma population among all the FQHC in the network, that includes monitoring and improving the standard of care at clinical sites, assisting the Department in asthma care management activities, and strengthening asthma care management linkages between clinical care and home visiting services, and making necessary modifications to the GE Centricity EMR.

New Hampshire's asthma rate is among the highest in the nation. Approximately 108,000 adults and 19,000 children in the state have asthma, with 49,000 adults having asthma that is not well-controlled. The services provided by CHAN will continue to improve prevention and control of chronic conditions, better quality of life for thousands of affected patients, and a possible savings to the health care system as successful projects are replicated at multiple clinical sites.

Underserved populations, including low-income and minority groups, are at increased risk for chronic diseases and associated complications. Therefore, services under this contract are offered primarily through a network of safety-net Federally Qualified Health Centers, serving this at-risk population. CHAN provides GE Centricity EMR system support and leads quality improvement efforts within this network of clinics. They also provide professional in-service training for clinicians and administrative support for the programs' annual educational conferences. These network sites serve an estimated 67,037 patients at locations throughout the state.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.

Should the Governor and Executive Council not authorize this Request, the ability to reduce complications from asthma through early detection, prevention and management activities may be jeopardized. Quality improvement project currently in place will not be completed. The result could be an unnecessary increase in New Hampshire's health and economic burden, which would negatively impact the citizens, statewide.

Area served: Statewide.

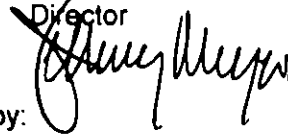
Source of Funds: 100% Federal Funds from the Catalog of Federal Domestic Assistance (CFDA) #93.070, U.S. Department of Health and Human Services, U.S. Centers for Disease Control and Prevention, Environmental Public Health and Emergency Response; U.S. Department of Health and Human Services, Federal Award Identification Number #NU59EH000509, U.S. Centers for Disease Control and Prevention, Environmental Health.

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

Respectfully submitted,



Lisa Morris, MSSW
Director



Approved by:

Jeffrey A. Meyers
Commissioner

Subject: Asthma Health Systems Interventions

SS-2019-DPHS-10-ASTHM


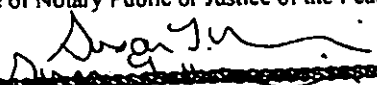
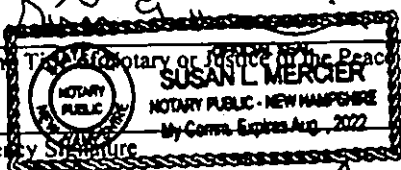
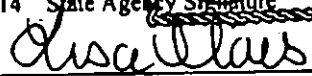

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Community Health Access Network		1.4 Contractor Address 207 South Main Street Newmarket, NH 03857	
1.5 Contractor Phone Number 603-292-7205	1.6 Account Number 090-56670000-102-500731	1.7 Completion Date August 31, 2019	1.8 Price Limitation 139,998.10
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kirsten Platte Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>July 26, 2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary Public or Justice of the Peace 			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory LISA MORRIS DIRECTOR OPHS	
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>Megan A. York-Abbey</u> <u>8/28/18</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

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.



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. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.

2. Covered Populations and Services

- 2.1. The Contractor shall assist the Department with asthma care management activities in communities throughout the State and will coordinate discussions regarding asthma care management linkages between clinical care and home visiting services, including coordination of asthma health system interventions with willing partners to improve prevention and management of asthma
- 2.2. The Contractor shall assist and monitor the work of the Manchester and Nashua Health Departments' Asthma Home Visiting Programs to develop linkages to care with the local emergency departments, local physicians, and school nurses and to provide in-home, guidelines-based, intensive asthma self-management education for adults or children.
- 2.3. The Contractor shall collaborate with at least one (1) Federally Qualified Health Center (FQHC), who provides primary care services in underserved, economically or medically vulnerable areas, to coordinate and implement services for Quality Improvement Projects with goals of increasing Asthma Action Plans, asthma care, and providing asthma self-education to their patients.
- 2.4. The Contractor shall coordinate the work of a Clinical Consultant needed for asthma self-management education projects with the FQHC.
- 2.5. The Contractor shall coordinate with the Evaluation Consultant to obtain self-management data by collaborating with Camp Spinnaker, a six-day residential camp for children ages 8-12 with Asthma.
- 2.6. The Contractor shall collaborate with the Asthma Regional Council (ARC), which brings together New England states funded by the CDC to reduce the burden of Asthma in those states, to monitor the activities relating to the reduction of the burden of Asthma in New Hampshire.
- 2.7. The Contractor shall coordinate the services of one (1) Evaluation Consultant to provide technical assistance to the Asthma Control Program.



Exhibit A

3. Scope of Work

- 3.1. The Contractor shall engage one (1) Federally Qualified Health Centers in target health care systems within Nashua, Manchester or Coos County, which shall include, but not be limited to:
 - 3.1.1. Provide technical assistance;
 - 3.1.2. Support team-based care models;
 - 3.1.3. Support linkages to care, as technology and budget allows, and implementation of Quality Improvement Projects with willing partners to improve asthma care for patients, which may include, but are not limited to:
 - 3.1.3.1. Local emergency departments;
 - 3.1.3.2. Local physicians;
 - 3.1.3.3. School nurses; and
 - 3.1.3.4. Local Health Departments to provide in-home, guidelines-based, intensive asthma self-management education for adults or children; and
 - 3.1.4. Implement and oversee the Plan-Do-Study-Act Quality Improvement cycle, which is part of the Institute for Healthcare Improvement Model for Improvement, a tool for accelerating quality improvement via change, and shall include, but not be limited to:
 - 3.1.4.1. Monitor performance on the Uniform Data Set the federally required reporting system used by the FQHCs to enter information to include asthma patients as required by the U.S. Department of Health and Human Services, Health Resources and Services Administration to understand and improve the impact health centers have on the lives of the people and communities served for asthma control medication;
 - 3.1.4.2. Determine a second area of focus for improving patient outcomes for patients with asthma, in collaboration with partnering Federally Qualified Health Centers; and
 - 3.1.4.3. Improve performance or document barriers, with plans to address percentage of patients with Asthma Action Plans.
- 3.2. The Contractor shall monitor the Quality Improvement activities of the Clinical Consultant needed for asthma self-management education projects with Federally Qualified Health Centers and community partners, which may include, but not be limited to:
 - 3.2.1. Plan-Do-Study-Act, a tool for accelerating quality improvement via change;
 - 3.2.2. Plan-Do-Check-Act, a four-step model for carrying out change;
 - 3.2.3. Fishbone, a Cause & Effect Diagram identifying possible causes for an effect or problem;
 - 3.2.4. Lean, which will provide the areas where there is waste or opportunities for improvement; and



Exhibit A

- 3.2.5. Technical assistance.
- 3.3. The Contractor shall assist sub-contractors of Quality Improvement to complete a project charter, which shall include, but not be limited to:
- 3.3.1. Assessment of the health problem;
 - 3.3.2. Current process;
 - 3.3.3. Changes implemented;
 - 3.3.4. Measurement plan;
 - 3.3.5. Sustainability plan; and
 - 3.3.6. For the purpose of this project, a sub-grantee that has documentation of the above mentioned elements will have a "completed" project. (The Department will provide a charter template.)
- 3.4. The Contractor shall collaborate with Evaluation Consultant and with Camp Spinnaker, to provide DPHS self-management data and evaluation of activities at the completion of camp activities.
- 3.5. The Contractor shall collaborate with the Asthma Regional Council for asthma reduction. Activities of the ARC encouraging collaboration among states include:
- 3.5.1. One (1) annual in-person meeting;
 - 3.5.2. Conference calls; and
 - 3.5.3. Meeting notes.
- 3.6. The Contractor shall coordinate the activities of an Asthma Evaluation Consultant who shall be familiar with:
- 3.6.1. The State Asthma Evaluation Plan.
 - 3.6.2. The CDC Asthma Work Plan.
 - 3.6.3. The Individual Evaluation Plans.
 - 3.6.4. Evaluation design.
 - 3.6.5. Performance measures.
 - 3.6.6. Surveys.
 - 3.6.7. Data collection and evaluation.
- 3.7. The Contractor shall ensure the Consultant in Sub-section 3.6 above performs tasks that include, but are not limited to:
- 3.7.1. Continuing efforts in implementing patient knowledge assessment tools into Electronic Health Records (EHR) to support Quality Improvement initiatives;
 - 3.7.2. Continuing support of existing EHR software systems, demonstrating mechanisms allowing referral and follow-up communication between providers and community organizations for asthma;



Exhibit A

- 3.7.3. Participating in three (3) in-person meetings of the Asthma Health Improvement Asthma Educator Network on an annual basis;
- 3.7.4. Participating in three (3) meetings of the Asthma Collaborative and two (2) meetings of the Bronchial, Dilator, Spacer, Nebulizer, and Inhaler Workgroup annually; and
- 3.7.5. Participating in conference calls with the Nashua and Manchester Home Visiting programs, in addition to the one (1) FQHC Quality Improvement Project site monthly.
- 3.8. The Contractor shall coordinate health system interventions with willing partners of the FQHC participants with goals to prevent and manage chronic asthma, with a focus on uncontrolled asthma. Interventions shall target systems at the highest level possible to achieve maximum reach and impact. Health system interventions may include, but not be limited to:
 - 3.8.1. Expand clinical health team and community partner awareness around best practices and resources for management of asthma; and
 - 3.8.2. Promote the full and coordinated use of EHR to manage asthma, which may include patient registries, use of algorithms or decision support tools, and to also identify undiagnosed asthma, and uncontrolled asthma.
- 3.9. The Contractor shall coordinate population-based interventions through the development and administration of subcontracts and/or MOUs with partner organizations and consultants to support:
 - 3.9.1. An Asthma Evaluation Consultant to manage the Strategic Evaluation Plan which describes the rationale, general content, scope, and sequence of evaluations to be conducted, by coordinating and participating in evaluation work groups, developing program evaluation plans, and implementing evaluation activities;
 - 3.9.2. One (1) Federally Qualified Health Centers to complete Quality Improvement Projects on monitoring performance on Uniform Data System (UDS) asthma control medication, improving identification of patients with undiagnosed asthma, and improving performance on percent of patients with Asthma Action Plans;
 - 3.9.3. The Manchester Health Department to continue their Asthma Home Visiting Program which includes capturing referrals from hospital emergency departments, conducting home visits for a minimum of thirty-five (35) households per year, provision of self-management education and trigger reduction education, and making referrals to appropriate medical providers and health care plans; and
 - 3.9.4. The Nashua Health Department in the development of an Asthma Home Visiting Program that includes coordination of school nurse and/or emergency department referrals, conducting home visits for a minimum of twenty-five (25) households per year, provision of self-management education and trigger reduction, and making referrals to appropriate medical providers and health care plans.

4. Meetings

- 4.1. The Contractor shall participate in monthly conference calls with the Nashua and Manchester Home Visiting Programs and the one (1) FQHC Quality Improvement Project site to review activities, interventions, challenges, progress, and funding.



Exhibit A

- 4.2. The Contractor shall participate in quarterly meetings with the Department and community partners to review activities, interventions, challenges, progress, and funding.
- 4.3. The Contractor shall attend one (1) in-person meeting at the Department annually to review contract details.
- 4.4. The Contractor shall participate in three (3) in-person meetings of the Asthma Health Improvement Asthma Educator Network, annually.
- 4.5. The Contractor shall attend three (3) meetings of the Asthma Collaborative, annually.
- 4.6. The Contractor shall attend two (2) meetings of the Bronchial, Dilator, Spacer, Nebulizer, and Inhaler Workgroup, annually.

5. Reporting

- 5.1. The Contractor shall submit quarterly progress reports to the Department, no later than thirty (30) days following the end of each quarter in order to monitor program performance. The Contractor shall ensure:
 - 5.1.1. One (1) quarterly progress report is submitted upon fulfillment of program activities conducted for the prior quarter, as well as activities planned for the upcoming quarter, in a format developed and approved by the Department.
 - 5.1.2. Quarterly progress reports shall include, but not be limited to:
 - 5.1.2.1. A brief narrative of work performed during the prior quarter;
 - 5.1.2.2. A summary of work plans for the upcoming quarter, including challenges and/or barriers to completing requirements described in this Exhibit A;
 - 5.1.2.3. Documented achievements; and
 - 5.1.2.4. Progress towards meeting the performance measures.
- 5.2. The Contractor shall include the ARC meeting notes in the quarterly progress report.
- 5.3. The Contractor shall report quarterly on the percentage of improvement of patients, with Asthma Action Plans, participating in the one (1) FQHC Quality Improvement Project.
- 5.4. The Contractor shall provide the Department annually with data and evaluation of self-management education results at the completion of Camp Spinnaker, program camp activities as reported by Camp Spinnaker and in coordination with the Evaluation Consultant. The Contractor shall ensure reports are submitted thirty (30) days following the end of each camp session and shall include, but not be limited to:
 - 5.4.1. Number of participants;
 - 5.4.2. Ages of participants;
 - 5.4.3. Activities introduced to learn self-confidence and independence; and
 - 5.4.4. Percentage of participants who increased their self-confidence and independence.
- 5.5. The Contractor shall, at a minimum, annually include information as reported by the Manchester Health Department Home Visiting Program activities, which shall include, but not be limited to:
 - 5.5.1. The number of emergency department referrals made to the Home Visiting Program.



Exhibit A

- 5.5.2. The number of resulting households enrolled into the Home Visiting Program, with a minimum of thirty-five (35) participating households.
- 5.5.3. The number of referrals to appropriate medical providers and health care plans made by the Home Visiting Program.
- 5.6. The Contractor shall, at a minimum, annually include information as reported by the Nashua Health Department Home Visiting Program activities, which shall include, but not be limited to:
 - 5.6.1. The number of emergency department referrals made to the Home Visiting Program.
 - 5.6.2. The number of resulting households enrolled into the Home Visiting Program, with a minimum of twenty-five (25) participating households.
 - 5.6.3. The number of referrals to appropriate medical providers and health care plans made by the Home Visiting Program.
- 5.7. The Contractor shall submit a final cumulative report on progress toward meeting deliverables and accomplishments, in a format developed in collaboration with the Department, which shall be due forty-five (45) days following the end of the contract term.

6. Deliverables

- 6.1. The Contractor shall utilize best practices and lessons learned while establishing the current community partnership in the Nashua target community expanding on or establishing one (1) additional community partnership in the remaining two (2) target health care systems committed to implement Quality Improvement processes for asthma.
- 6.2. The Contractor shall complete a minimum of two (2) Quality Improvement projects with the community partnerships in the targeted health care systems for improved management of asthma, which may include:
 - 6.2.1. Hospitals;
 - 6.2.2. Clinics;
 - 6.2.3. Home care;
 - 6.2.4. Long term care facilities;
 - 6.2.5. Assisted living;
 - 6.2.6. Health plans;
 - 6.2.7. Physicians;
 - 6.2.8. Nurses;
 - 6.2.9. Pharmacists; and,
 - 6.2.10. Other services and clinical providers.
- 6.3. The Contractor shall demonstrate at least one (1) of the two (2) community partnerships within the target Health Care Systems have increased coordination of referrals for asthma self-management education, which may include, but are not limited to:
 - 6.3.1. Instituting instruction of proper use of asthma medications;
 - 6.3.2. Adapting in-office self-management education;
 - 6.3.3. Referring to a pulmonologist and/or asthma educator.

KP
7/26/18



Exhibit A

- 6.4. The Contractor shall provide ARC meeting notes in the quarterly progress report.
- 6.5. The Contractor shall report quarterly on the percentage of improvement of patients, with Asthma Action Plans, participating in the one (1) FQHC Quality Improvement Project.
- 6.6. The Contractor shall provide annual reports on data and evaluation of self-management education results at the completion of Camp Spinnaker as specified in Sub-section 5.4.
- 6.7. The Contractor shall provide annual reports on the Manchester Health Department Home Visiting Program activities as specified in Sub-section 5.5.
- 6.8. The Contractor shall, at a minimum, annually report on the Nashua Health Department Home Visiting Program activities as specified in Sub-section 5.6.
- 6.9. The Contractor shall attend one (1) in-person meeting to review contract details as specified in Sub-section 4.3.
- 6.10. The Contractor shall participate in three (3) in-person meetings of the Asthma Health Improvement Asthma Educator Network, annually.
- 6.11. The Contractor shall attend three (3) meetings of the Asthma Collaborative, annually.
- 6.12. The Contractor shall attend two (2) meetings of the Bronchial, Dilator, Spacer, Nebulizer, and Inhaler Workgroup, annually.
- 6.13. The Contractor shall participate in monthly conference calls with the Nashua and Manchester Home Visiting Programs and the one (1) FQHC Quality Improvement Project site to review activities, interventions, challenges, progress, and funding.
- 6.14. The Contractor shall participate in quarterly meetings with the Department and community partners to review activities, interventions, challenges, progress, and funding.
- 6.15. The Contractor shall submit quarterly progress reports to the Department, in a format developed and approved by the Department, in order to monitor program performance. No later than thirty (30) days following the end of each quarter, and as specified in Sub-section 5.1.
- 6.16. The Contractor shall submit a final cumulative report on progress toward meeting deliverables and accomplishments, as specified in Sub-section 5.7.

[Handwritten Signature]
7/26/18



Exhibit B

Method and Conditions Precedent to Payment

- 1) The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
 - 1.1. This contract is funded with funds from the U.S. Centers for Disease Control and Prevention, Environmental health, Comprehensive Asthma Control, CFDA #93.93.070.
 - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.
- 2) Payment for said services shall be made monthly as follows:
 - 2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line item.
 - 2.2. Payment for at least one (1) Federally Qualified Health Center to continue Quality Improvement Projects as described in Exhibit A, Sub-Section 3.8, shall not exceed \$15,000 for the term of this amendment.
 - 2.3. Payment for an Asthma Evaluation Consultant to manage the Strategic Evaluation Plan as described in Exhibit A, Sub-Section 3.9.1., shall not exceed \$10,500 for the term of this amendment.
 - 2.4. Payment for the Manchester Health Department to continue their Asthma Home Visiting Program as described in Exhibit A, Sub-Section 3.9.3, shall not exceed \$25,000 for the term of this amendment.
 - 2.5. Payment for the Nashua Health Department to develop an Asthma Home Visiting Program as described in Exhibit A, Sub-Section 3.9.4, shall not exceed \$15,000 for the term of this amendment.
 - 2.6. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment.
 - 2.7. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.
 - 2.8. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.



Exhibit B

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

Financial Administrator
Department of Health and Human Services
Division of Public Health Services
29 Hazen Drive
Concord, NH 03301

- { 2.10. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
- 3) Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

KP

7/26/18

EXHIBIT B-1 BUDGET

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Community Health Access Network

Budget Request for: Asthma Health Systems Interventions
(Name of RFP)

Budget Period: SFY 2019 (August 1, 2018 - June 30, 2019)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 16,951.00	\$ 1,695.10	\$ 18,646.10	
2. Employee Benefits	\$ 3,221.00	\$ 322.10	\$ 3,543.10	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 423.00	\$ 42.30	\$ 465.30	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 2,550.00	\$ 255.00	\$ 2,805.00	
12. Subcontracts/Agreements	\$ 81,221.00	\$ 8,122.10	\$ 89,343.10	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Reports	\$ 4,724.00	\$ 472.40	\$ 5,196.40	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL:	\$ 109,090.00	\$ 10,809.00	\$ 119,899.00	

Indirect As A Percent of Direct

10.0%

Exhibit B-1 Budget - SFY 2019

Contractor Initials: KP

Page 1 of 1

Date: 7/26/18

EXHIBIT B-2 BUDGET

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Community Health Access Network

Budget Request for: Asthma Health Systems Interventions
(Name of RFP)

Budget Period: SFY 2020 (July 1, 2019 - August 31, 2019)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 2,991.00	\$ 299.10	\$ 3,290.10	
2. Employee Benefits	\$ 588.00	\$ 58.80	\$ 624.80	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 76.00	\$ 7.60	\$ 83.60	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 450.00	\$ 45.00	\$ 495.00	
12. Subcontracts/Agreements	\$ 13,424.00	\$ 1,342.40	\$ 14,766.40	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Reports	\$ 672.00	\$ 67.20	\$ 739.20	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 18,181.00	\$ 1,818.10	\$ 19,999.10	

Indirect As A Percent of Direct

10.0%

Exhibit B-2 Budget - SFY 2020

Contractor Initials: KP

Date: 7/26/18



SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's 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;

GP
Date 7/22/14



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

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

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



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

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

- 12. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contractor 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 Contractor 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 DHS before printing, production, distribution or use. The DHS 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 DHS.

- 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

Contractor Initials: *RE* Date: *7/27/14*



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

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

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

KP

7/26/18



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



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

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

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

Contractor Name: Community Health Access Network

Kristen Dabbe
Name: Kristen Dabbe
Title: Executive Director

7/20/18
Date

Contractor Initials KP
Date 7/20/18



CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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: Community Health Access Network

7/26/18
Date

Kristen Hagg
Name: Kristen Hagg
Title: Executive Director

Contractor Initials KP
Date 7/26/18



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

7/26/18
Date

Contractor Name: Community Health Access Network
Kristen Platte
Name: Kristen Platte
Title: Executive Director

Contractor Initials KP
Date 7/26/18



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

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

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

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

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

Exhibit G

Contractor Initials

KP

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

Page 1 of 2

Date

7/20/18

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

7/24/18
Date

Kristen Platte
Name: Kristen Platte
Title: Executive Director

Exhibit G

Contractor Initials

KP

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

7/24/18



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.

7/26/14
Date

Contractor Name: Community Health Access Network
Kristen Dill
Name: Kristen Dill
Title: Executive Director

Contractor Initials KP
Date 7/20/14



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.

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Contractor Initials

ICP

Date

7/26/18



Exhibit I

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

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

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

3/2014

Contractor Initials

KB

Date

2/26/14



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 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

3/2014

Contractor Initials

KP

Date

7/26/14



Exhibit I

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

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

Department of Health and Human Services
The State

[Signature]
Signature of Authorized Representative

LISA MORRIS
Name of Authorized Representative

DIRECTOR DPHS
Title of Authorized Representative

8/19/18
Date

COMMUNITY HEALTH ACCESS NETWORK
Name of the Contractor

[Signature]
Signature of Authorized Representative

Kirsten Platte
Name of Authorized Representative

Executive Director
Title of Authorized Representative

7/26/18
Date



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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

7/26/18
Date

Contractor Name Community Health Access Network
Kimberly Platte
Name: Kimberly Platte
Title: Executive Director



FORM A

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

1. The DUNS number for your entity is: 133570395
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

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

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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

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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

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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.).



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

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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.

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- 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