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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9203 1-800-351-1888

Diane Langley
Director

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April 30, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Development Services to exercise a renewal option to an existing Agreement with Manchester Community Health Center (Vendor #157274-B001), 145 Hollis Street, Manchester, NH, 03101, to continue providing community based services to children in New Hampshire with Neuromotor disabilities, Epilepsy, and other special health care needs, by increasing the price limitation by \$2,605,985.00 from \$2,673,582.41 to an amount not to exceed \$5,279,567.41, and changing the completion date from June 30, 2015 to June 30, 2017, effective July 1, 2015 or on the date of Governor and Council approval, whichever is later. The Agreement was approved by Governor and Executive Council on June 19, 2013 (Item #122), formerly with Child Health Services, Manchester, NH. On November 1, 2014, the Attorney General approved a merger between Child Health Services and Manchester Community Health Center. The Department completed a contract assignment, effective November 1, 2014, to assign the contract from Child Health Services to Manchester Community Health Center. 30% Federal Funds, 70% General Funds.

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Years 2016 and 2017, 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, if needed and justified, without approval from Governor and Executive Council.

Please See Attached Financial Detail

EXPLANATION

The Contractor will continue providing four distinct services to children in New Hampshire with Neuromotor disabilities, Epilepsy, and other special health care needs. The four services are: Care Coordination, Child Development Services, Neuromotor Disability Clinics, and Nutrition Consultation Services.

The Contractor will continue providing care coordination services by providing families with the information and support they need to understand their child's condition and to make informed decisions about a plan of care that can be carried out in their home and community. Families report difficulties in accessing adequate community based services because they are not familiar with their local resources. It is estimated that a total of 150-180 children will be served during SFY 2016-2017.

The Contractor will provide Child Development services by providing regionally-based and family-centered diagnostic evaluation and consultation service to families, pediatricians, and local agencies, including local school districts and preschool programs serving children from birth through seven years of age suspected or at risk for altered developmental progress. Primary clinic sites in this agreement are Central New Hampshire VNA and Hospice in Laconia, the Weeks Medical Center in Lancaster and at Child Health Services in Manchester. The Child Development services will promote the physical, cognitive, and emotional well-being of all New Hampshire infants and children (aged zero to seven) who are at risk or already exhibiting developmental irregularities or special health care needs. It is estimated that 800 – 1,000 children will be served during SFY 2016 - 2017.

The Contractor will provide Neuromotor Disability Clinics. A Pediatric Orthopedist, Physical Therapist and other clinicians will perform physical examinations and other diagnostic tests as necessary as part of the assessment process at scheduled Neuromotor Disability Clinics. Two Nurse Coordinators, each of whom shall function as a member of the Neuromotor Disability Clinical Program Team, will take primary responsibility for establishing and/or coordinating the plan and management of clinic and community-based health care. The Nurses will also ensure continuity of care and follow-ups of children with neuromotor conditions and their families residing in the assigned regional project sites. It is estimated that a total of 200 - 225 children and families will be served during SFY 2016-2017.

The Contractor will provide Nutrition Consultation Services by planning, developing, and evaluating comprehensive nutrition services for children with special health care needs, and training and maintaining a staff of regional pediatric nutritionists. Program staff shall supervise professional staff, provide quarterly in-service trainings, coordinate services with other State and community agencies, and provide education for community groups. Staff shall also provide nutrition assistance to the Manchester Dartmouth-Hitchcock Clinic Cystic Fibrosis Clinic Team and support to the community-based nutritionists who provide nutrition services to children with cystic fibrosis and their families. The outcome of this initiative is to assure that families have access to a community-based nutritionist trained in pediatrics, with special knowledge and expertise in the nutritional needs of children with cystic fibrosis. It is estimated that a total of 800 children will be served during SFY 2016 - 2017.

The contract was competitively bid.

Should Governor and Executive Council decide not to authorize this request, approximately 2,000 children and youth with special health care needs will not receive community based care coordination, specialty consultation, timely condition diagnosis, nutritional consultation and their families will have increased difficulty identifying resources and accessing specialty health care.

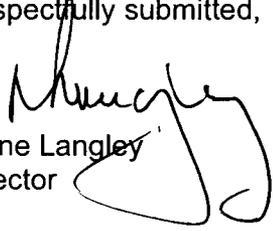
Area served:

- Child Development Network: Statewide with clinics in Coos, Belknap and Hillsborough Counties
- Community-Based Care Coordination: Hillsborough, Rockingham and Strafford counties
- Neuromotor Disabilities Clinics: Belknap, Carroll, Strafford, Rockingham, Sullivan, Grafton, Merrimack, Hillsborough and Cheshire Counties

Source of funds: 30% Federal and 70% General Funds, from the United States Health and Human Services, Health Resources and Services Administration, Title V Block Grant Funds, CFDA #93.994 and FAIN #B04MC23394

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

Respectfully submitted,



Diane Langley
Director

Approved by:



Nicholas A. Toumpas
Commissioner



Financial Detail

Child Development Program

05-95-93-930010-5191 HEALTH AND SOCIAL SERVICES: DEPT. OF HEALTH AND HUMAN SERVICES, HHS: DEVELOPMENTAL SERVICES-DIV OF, DIVISION OF DEVELOPMENTAL SERVICES, SPECIAL MEDICAL SERVICES

State Fiscal Year	Class/Object	Class Title	Current Budget Amounts	Increase/Decrease Amounts	Revised Budget Amounts
2014	561-500911	Specialty Clinics	\$515,186.90	\$0	\$515,186.90
2015	561-500911	Specialty Clinics	\$515,186.90	\$0	\$515,186.90
2016	561-500911	Specialty Clinics	\$0	\$526,610.00	\$526,610.00
2017	561-500911	Specialty Clinics	\$0	\$526,610.00	\$526,610.00
		Subtotal	\$1,030,373.80	\$1,053,220.00	\$2,083,593.80

Community-Based Care Coordination for Hillsborough, Rockingham and Strafford Counties

05-95-93-930010-5191 HEALTH AND SOCIAL SERVICES: DEPT. OF HEALTH AND HUMAN SERVICES, HHS: DEVELOPMENTAL SERVICES-DIV OF, DIV OF DEVELOPMENTAL SVSC, SPECIAL MEDICAL SERVICES

State Fiscal Year	Class/Object	Class Title	Current Budget Amounts	Increase/Decrease Amounts	Revised Budget Amounts
2014	561-500911	Specialty Clinics	\$199,266.12	\$0	\$199,266.12
2015	561-500911	Specialty Clinics	\$199,266.12	\$0	\$199,266.12
2016	561-500911	Specialty Clinics	\$0	\$210,661.00	\$210,661.00
2017	561-500911	Specialty Clinics	\$0	\$210,661.00	\$210,661.00
		Subtotal	\$398,532.24	\$421,322.00	\$819,854.24



RN Nurse Coordinators for Neuromotor Disabilities Clinical Program

05-95-93-930010-5191 HEALTH AND SOCIAL SERVICES: DEPT. OF HEALTH AND HUMAN SERVICES, HHS: DEVELOPMENTAL SERVICES-DIV OF, DIV OF DEVELOPMENTAL SVSC, SPECIAL MEDICAL SERVICES

State Fiscal Year	Class/Object	Class Title	Current Budget Amounts	Increase/Decrease Amounts	Revised Budget Amounts
2014	561-500911	Specialty Clinics	\$269,275.05	\$0	\$269,275.05
2015	561-500911	Specialty Clinics	\$269,275.05	\$0	\$269,275.05
2016	561-500911	Specialty Clinics	\$0	\$300,772.00	\$300,772.00
2017	561-500911	Specialty Clinics	\$0	\$300,772.00	\$300,772.00
		Subtotal	\$538,550.10	\$601,554.00	\$1,140,094.10

Comprehensive Nutrition Network for Children with Special Health Care Needs

05-95-93-930010-5191 HEALTH AND SOCIAL SERVICES: DEPT. OF HEALTH AND HUMAN SERVICES, HHS: DEVELOPMENTAL SERVICES-DIV OF, DIV OF DEVELOPMENTAL SVSC, SPECIAL MEDICAL SERVICES

State Fiscal Year	Class/Object	Class Title	Current Budget Amounts	Increase/Decrease Amounts	Revised Budget Amounts
2014	562-500912	Children with Special Health Care Needs Assistance	\$276,421.74	\$0	\$276,421.74
2015	562-500912	Children with Special Health Care Needs Assistance	\$276,421.74	\$0	\$276,421.74
2016	562-500912	Children with Special Health Care Needs Assistance	\$0	\$268,525.00	\$268,525.00
2017	562-500912	Children with Special Health Care Needs Assistance	\$0	\$261,374.00	\$261,374.00
		Subtotal	\$552,843.48	\$529,899.00	\$1,082,742.48



FACETS of Epilepsy Care in New Hampshire

05-95-93-930010-5149 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: DEVELOPMENTAL SERVICES-DIV OF, DIV OF DEVELOPMENTAL SVSC, SPECIAL MEDICAL SERVICES

State Fiscal Year	Class/Object	Class Title	Current Budget Amounts	Increase/Decrease Amounts	Revised Budget Amounts
2014	102-500731	Contracts for Program Services	\$153,282.79	\$0	\$153,282.79
		Subtotal	\$153,282.79	\$0	\$153,282.79
		Grand Total	\$2,673,582.41	\$2,605,985.00	\$5,279,567.41



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Child Development Program, Community-Based Care
Coordination, Access of Epilepsy Care, Neuromotor Disabilities Clinics, Nutrition
Network Contract**

This 1st Amendment to the Child Development Program, Community-Based Care Coordination, Access of Epilepsy Care, Neuromotor Disabilities Clinics, Nutrition Network contract (hereinafter referred to as "Amendment #1") dated this March 26, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and the Manchester Community Health Center (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 145 Hollis Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013 (item #122), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, and Standard Exhibit C-1, Additional Special Provisions, Paragraph 6, the State may renew the contract for two (2) additional years by written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the Contract for two (2) years and increase the price limitation; and

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

1. Form P-37, General Provisions, Item 1.7 Completion Date, to read:
June 30, 2017
2. Form P-37, General Provisions, Item 1.8 Price Limitation, to read:
\$5,279,567.41
3. Form P-37, General Provisions, Item 1.9 Contracting Officer for State Agency, to read:
Eric Borrin
4. Form P-37, General Provision, Item 1.10 State Agency Telephone Number, to read:
603-271-9558
5. Exhibit A, Scope of Services, CONTRACT PERIOD, to read:
July 1, 2015 through June 30, 2017



**New Hampshire Department of Health and Human Services
Child Development Program, Community-Based Care Coordination, Access of
Epilepsy Care, Neuromotor Disabilities Clinics, Nutrition Network**

6. Exhibit A, Scope of Services, Section III Nurse Coordinators for the Neuromotor Disabilities Program Specialty Clinics, Paragraph 2.2.1, to read:

The anticipated annual schedule of clinics is:

Berlin	4 Clinics
Lebanon	12 Clinics
Manchester	12 Clinics
Derry	24 Clinics
Concord	12 Clinics

7. Standard Exhibit B, Methods and Conditions Precedent to Payment, Paragraph 1, to read:

Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of the agreement.

8. Standard Exhibit B, Methods and Conditions Precedent to Payment, Paragraph 7, to read:

The Contractor shall be paid only for the total number of hours actually worked at the identified hourly rate as designated in the Exhibit B-1 Budgets, Exhibit B-2, Exhibit B-3, Exhibit B-4 and Exhibit B-5, budgets. The total of all payments made to the Contractor for costs and expenses incurred in the performance of the Services during the period of the contract shall not exceed the Form P-37 General Provisions, Item 1.8 Price Limitation.

9. Add Exhibit B-2, Exhibit B-3, Exhibit B-4 and Exhibit B-5.

10. Delete Standard Exhibit C, Special Provisions and replace with Exhibit C, Special Provisions.

11. Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, Section B, Period Covered by this Certification, to read:

7/1/2013 to 6/30/2017

12. Standard Exhibit E, Certification Regarding Lobbying, Contract Period, to read:

July 1, 2013 through June 30, 2017

13. Delete Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.

14. Delete Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I, Health Insurance Portability Act Business Associate Agreement.



**New Hampshire Department of Health and Human Services
Child Development Program, Community-Based Care Coordination, Access of
Epilepsy Care, Neuromotor Disabilities Clinics, Nutrition Network**

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

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

State of New Hampshire
Department of Health and Human Services

4/13/15
Date

[Signature]
Diane Langley
Director

Manchester Community Health Center

4-7-15
Date

[Signature]
NAME Chris McCracken
TITLE Pres. dist / CEO

Acknowledgement:

State of New Hampshire, County of Hillsborough on 4-7-15, before the undersigned officer, personally appeared the person identified 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

[Signature]
Name and Title of Notary or Justice of the Peace
Laurie Garland, Notary Public
My Commission expires 2/12/19.





**New Hampshire Department of Health and Human Services
 Child Development Program, Community-Based Care Coordination, Access of
 Epilepsy Care, Neuromotor Disabilities Clinics, Nutrition Network**

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

OFFICE OF THE ATTORNEY GENERAL

5/11/15
 Date

Megan D. Giguere
 Name: *Megan D. Giguere*
 Title: *Attorney*

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

OFFICE OF THE SECRETARY OF STATE

 Date

 Name:
 Title:

Contractor Initials: *Jue*
 Date: *4/7/15*

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH & HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF DEVELOPMENTAL SERVICES
SPECIAL MEDICAL SERVICES SECTION
State Fiscal Year (SFY) 2016 & 2017
Manchester Community Health Center
Child Development Program Network

LINE ITEM	SFY2016	SFY2017
I. PROFESSIONAL SERVICES	Budgeted Amount	Budgeted Amount
a. Psychologists	\$72,000	\$72,000
b. Developmental Pediatricians	\$68,000	\$68,000
c. Allied Health Professionals	\$6,400	\$6,400
d. Interpreters	\$550	\$550
Subtotal: Professional Services	\$146,950	\$146,950
II. PERSONNEL SALARIES/ FRINGE		
a. Director, Special Medical Program \$32.00/hr x 28 hrs/wk x 52 wks/yr (2 % increase)	\$47,524	\$47,524
b. Regional Clinic Coordinator \$25.71/hr x 40 hrs/wk x 52 wks/yr (2% increase)	\$54,546	\$54,546
c. Program Support \$14.45/hr x 40 hrs/wk x 52 wks/yr (2% increase)	\$30,657	\$30,657
d. Program Biller \$17.50/hr x 3 hrs/wk x 52 wks/yr (3% increase)	\$2,793	\$2,793
f. Fringe (23.69%)	\$32,105	\$32,105
Subtotal: Personnel Salaries & Fringe	\$167,625	\$167,625
III. DIRECT /OTHER SERVICES		
a. Medical Transcription	\$2,000	\$2,000
b. Continuing Education	\$600	\$600
c. Travel & Tolls	\$2,040	\$2,040
d. Office Supplies	\$1,450	\$1,450
e. Program Materials/Clinic Supplies	\$1,000	\$1,000
f. Community Relations/CDP Network Meetings	\$750	\$750
g. Information Technology	\$1,000	\$1,000
h. Tests, Journals, Educational Materials	\$2,000	\$2,000
Subtotal: Direct/Other Services	\$10,840	\$10,840
IV. SUBCONTRACTED COMMUNITY CLINICAL		
a. Community Health & Hospice, Inc. Lakes Region Clinic	\$23,218	\$23,218
b. Therapy Services	\$4,700	\$4,700
c. Elliot Hospital Clinic	\$40,000	\$40,000
d. Weeks Medical Center	\$65,000	\$65,000
Subtotal: Subcontracted Community Clinical Services	\$132,918	\$132,918
V. ADMINISTRATIVE COSTS/INDIRECTS		
a. Administrative Fee (@ 15.95%)	\$73,104	\$73,104
b. Inkind (Admin. Fee 2.45%)	-\$11,229	-\$11,229
c. Space Allocation	\$8,058	\$8,058
d. In-kind (Office space allocation)	-\$1,656	-\$1,656
Subtotal: Indirect Costs	\$68,277	\$68,277
TOTAL	\$526,610	\$526,610

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH & HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF DEVELOPMENTAL SERVICES
SPECIAL MEDICAL SERVICES SECTION
State Fiscal Year (SFY) 2016 & 2017
Manchester Community Health Center
Community Care Coordinators for Hillsborough, Rockingham &
Strafford Counties Special Needs Children

<u>LINE ITEM</u>	SFY2016	SFY2017
1. COORDINATOR SALARIES/FRINGE	Budgeted Amount	Budgeted Amount
a. Community Care Coordinator #1 (TG) Salary \$25.71/hr x 40 hrs/wk x 52 wks/yr (2% increase)	54,546	54,546
b. Community Care Coordinator #2 (MB) Salary \$24.98/hr x 40 hrs/wk x 52 wks/yr(2% increase)	52,998	52,998
c. Community Care Coordinator #3 (PMc) Salary \$25.71/hr x 15 hrs/wk x 52 wks/yr(2% increase)	20,455	20,455
<i>Subtotal: Coordinator Salaries</i>	<i>127,999</i>	<i>127,999</i>
2. ADMINISTRATIVE SUPPORT		
a. Director-Special Medical Program-Salary \$32/hr x 1 hr/wk x 52 wks/yr (2% increase)	1,697	1,697
b. Program Support-Salary \$14.57/hr x 15 hrs/wk x 52 wks/yr (2% increase)	11,592	11,592
<i>Subtotal: Administrative Support</i>	<i>13,289</i>	<i>13,289</i>
FRINGE 23.69%	33,471	33,471
<i>Subtotal: Salaries & Fringe</i>	<i>174,759</i>	<i>174,759</i>
3. COORDINATOR OPERATING EXPENSES		
a. Professional Liability	220	220
b. Travel & Tolls	5,500	5,500
c. Continuing Education	500	500
e. Information Technology	1,000	1,000
f. Program Supplies & Office Equipment	1,000	1,000
g. Telephone	625	625
<i>Subtotal: Coordinator Operating Expenses</i>	<i>8,845</i>	<i>8,845</i>
4. DIRECT/OTHER EXPENSES		
a. Cultural/Linguistic Support	1,000	1,000
b. Parent Support & Education	500	500
c. Team Meetings	500	500
<i>Subtotal: Direct/Other Expenses</i>	<i>2,000</i>	<i>2,000</i>
<i>SUBTOTAL: All line items Above</i>	<i>185,604</i>	<i>185,604</i>
5. ADMINISTRATIVE COSTS/INDIRECTS		
a. Administrative Fee (@ 15.95%)	29,604	29,604
b. Inkind (Admin. Fee @ 2.45%)	-4,547	-4,547
c. Space Allocation	3,275	3,275
d. Inkind (Office space allocation)	-3,275	-3,275
<i>Subtotal: Administrative Costs</i>	<i>25,057</i>	<i>25,057</i>
TOTAL:	210,661	210,661

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH & HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF DEVELOPMENTAL SERVICES
SPECIAL MEDICAL SERVICES SECTION
 State Fiscal Year (SFY) 2016 & 2017
 Manchester Community Health Center
 Comprehensive Nutrition Network for CSHCN

LINE ITEM	SFY2016	SFY2017
I. PROFESSIONAL SALARIES & FRINGE	Budgeted Amount	Budgeted Amount
a. Intake & Referral Specialist (KL) Salary (\$25.77/hr x 22.5 hrs/wk x 52 wks/yr) 2% increase	30,754	30,754
b. Nutrition Network Coordinator (HW) Salary (\$25.77/hr x 22 hrs/wk x 52 wks/yr) 2% increase	30,070	30,070
c. Director of Special Medical Program Salary (\$32/hr x 8 hrs/wk x 52 wks/yr) 2% increase	13,578	13,578
d. Program Support Salary (\$14.57/hr x 25 hrs/wk x 52 wks/yr) 2% increase	19,320	19,320
e. Biller Salary (\$17.50 x 8 hrs/wk x 52 wks/yr) 2% increase	7,426	7,426
f. FRINGE (23.69%)	23,962	23,962
<i>Subtotal: Professional Salaries & Fringe</i>	125,110	125,110
II. PROFESSIONAL SERVICES		
a. Regional Nutritionists	94,500	88,200
b. North Country Services Stipend	775	775
c. Regional Nutritionists Training	6,000	6,000
d. Cultural/Linguistic Support	900	900
<i>Subtotal: Professional Services</i>	102,175	95,875
III. DIRECT EXPENSES		
a. Program Supplies	1,000	1,000
b. Information Technology	700	700
c. Continuing Education	200	200
d. Travel & Tolls	300	300
<i>Subtotal: Direct Expenses</i>	2,200	2,200
SUBTOTAL OF ALL ABOVE	229,485	223,185
IV. ADMINISTRATIVE COSTS/INDIRECTS		
a. Administrative Fee (@ 15.95%)	36,603	35,598
b. Inkind (Admin. Fee @ 2.45%)	-5,622	-5,468
c. Space Allocation	8,059	8,059
<i>Subtotal: Administrative Costs</i>	39,039	38,189
TOTALS:	268,525	261,374

STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH & HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES
 BUREAU OF DEVELOPMENTAL SERVICES
 SPECIAL MEDICAL SERVICES SECTION
 State Fiscal Year (SFY) 2016 & 2017
 Manchester Community Health Center
 Neuromotor Disabilities Clinical Program

LINE ITEM	SFY2016	SFY2017
1. PROFESSIONAL SERVICES	Budgeted Amount	Budgeted Amount
a. Pediatric Orthopedist--All Clinics	\$46,500	\$46,500
b. Developmental Pediatrician Berlin/Lebanon clinics	\$12,000	\$12,000
<i>Subtotal: Professional Services</i>	<i>\$58,500</i>	<i>\$58,500</i>
2. CLINIC COORDINATION SERVICES		
a. Public Health Nurse -- Manchester/Seacoast Clinic Salary \$25.71/hr x 40 hrs/wk x 52 wks/yr (2% increase)	\$54,546	\$54,546
b. Public Health Nurse Coordinator Salary Concord/Lebanon clinics \$24.69/hr x 40 hrs/wk x 52 wks/yr (2% increase)	\$52,382	\$52,382
c. Continuing Education	\$400	\$400
d. Travel & Tolls	\$2,000	\$2,000
e. Professional Liability	\$3,675	\$3,675
f. Medical Equipment	\$200	\$200
g. Program Materials & Clinic Supplies	\$1,200	\$1,200
h. Telephone	\$600	\$600
<i>Subtotal: Clinic Coordination Services</i>	<i>\$115,004</i>	<i>\$115,004</i>
3. Director, Special Medical Program		
Salary \$32/hr x 2 hrs/wk x 52 wks/yr (2% increase)	\$3,395	\$3,395
4. Program Support		
Salary \$15.00/hr x 37.5 hrs/wk x 52 wks/yr (2% increase)	\$31,824	\$31,824
5. Program Biller/Analyst		
Salary \$17.50/hr x 3 hrs/wk x 52 wks/yr (2% increase)	\$2,785	\$2,785
<i>Subtotal: Administrative Salaries</i>	<i>\$38,003</i>	<i>\$38,003</i>
FRINGE (23.69%)	\$36,247	\$36,247
<i>Subtotal: Professional/Personnel</i>	<i>\$247,754</i>	<i>\$247,754</i>
7. DIRECT / OTHER SERVICES		
a. Direct Services		
Interpreter Services	\$3,000	\$3,000
b. Other Services		
Travel (overnight stays) & Mileage for Developmental Pediatrician	\$1,000	\$1,000
Medical Transcription for Neuromotor Clinics	\$9,500	\$9,500
Office Equipment / Information Technology	\$1,200	\$1,200
Estimated Space Allocation for Keene/Lebanon clinics	\$1,000	\$1,000
<i>Subtotal: Direct/Other Services</i>	<i>\$15,700</i>	<i>\$15,700</i>
SUBTOTAL OF ALL THE ABOVE	\$263,454	\$263,454
8. ADMINISTRATIVE COSTS/INDIRECTS		
a. Administrative Fee (@ 15.95%)	\$42,021	\$42,021
b. Inkind (Admin. Fee @ 2.45%)	-\$6,455	-\$6,455
c. Space Allocation	\$2,425	\$2,425
d. Inkind (space allocation)	-\$673	-\$673
<i>Subtotal: Indirects</i>	<i>\$37,318</i>	<i>\$37,318</i>
TOTAL	\$300,772	\$300,772



SPECIAL PROVISIONS

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

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

Handwritten initials and date
Date 4/27/15



- 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.

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Date 4/15



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

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

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

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

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

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

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

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Date 6/27/14



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

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

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

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

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

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

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

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

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

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Date 6/27/14



- 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.

KAC
4/7/15



**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

[Handwritten Signature]
Date 4/7/15

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

4/7/15
Date


Name: Kris McCracken
Title: President/CEO

Exhibit G

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

Contractor Initials

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4/7/15



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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Exhibit I

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

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

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

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Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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

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Date 4/7/15



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 + Human Services
The State

Manchester Community Health Ctr
Name of the Contractor

[Signature]
Signature of Authorized Representative

[Signature]
Signature of Authorized Representative

[Signature]
Name of Authorized Representative

Kris McCracken
Name of Authorized Representative

Director
Title of Authorized Representative

President / CEO
Title of Authorized Representative

4/30/15
Date

4/7/15
Date

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MANCHESTER COMMUNITY HEALTH CENTER is a New Hampshire nonprofit corporation formed May 7, 1992. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

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 April, A.D. 2015



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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Gerri Provost, Secretary of the Board of Directors, do hereby certify that:

1. I am a duly elected Officer of Manchester Community Health Center.

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on April 7th, 2015:

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 7th day of April, 2015.

4. Kris McCracken is the duly elected President/CEO of the Agency.

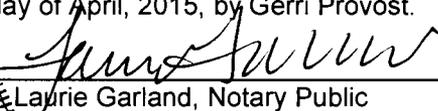

Signature of the Secretary of the Board)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 7th day of April, 2015, by Gerri Provost.




Laurie Garland, Notary Public

(NOTARY SEAL)

Commission Expires: 2/12/19



Mission, Vision and Core Values

Mission

To improve the health and well-being of our patients and the communities we serve by leading the effort to eliminate health disparities by providing exceptional primary and preventive healthcare and support services which are accessible to all.

Vision

MCHC will become the provider of choice for comprehensive primary health care by achieving the triple aim of better health outcomes, better patient care, and lowered costs through using innovative care models and strong community partnerships. MCHC will meet our mission by using evidence-based care that is patient-centered, engages families, removes barriers, and promotes well-being and healthy lifestyles through patient empowerment and education.

Core Values

We will promote wellness, provide exceptional care, and offer outstanding services so that our patients achieve and maintain their best possible health. We will do this through fostering an environment of respect, integrity and caring for all stakeholders in our organization.

MANCHESTER COMMUNITY HEALTH CENTER
AUDITED FINANCIAL STATEMENTS
JUNE 30, 2014 AND 2013

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Independent Auditors' Report on Financial Statements

Board of Directors
Manchester Community Health Center
Manchester, New Hampshire

We have audited the accompanying financial statements of Manchester Community Health Center, which comprise the balance sheets as of June 30, 2014 and 2013, and the related statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Manchester Community Health Center as of June 30, 2014 and 2013, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Health Centers, and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 7, 2014, on our consideration of the Association's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and important for assessing the results of our audit.

A handwritten signature in black ink, appearing to read "A. Dady".

Concord, New Hampshire
October 7, 2014

MANCHESTER COMMUNITY HEALTH CENTER

BALANCE SHEETS

JUNE 30, 2014 AND 2013

ASSETS

	<u>2014</u>	<u>2013</u>
Current Assets:		
Cash and cash equivalents	\$ 616,493	\$ 797,377
Patient accounts receivable, net of allowance for uncollectible accounts of \$375,000 and \$360,000 at June 30, 2014 and 2013, respectively	871,492	529,437
Other receivables	341,980	339,015
Prepaid expenses	<u>82,656</u>	<u>52,833</u>
Total Current Assets	1,912,621	1,718,662
Assets Limited As To Use	101,136	211,197
Property and Equipment, Net	<u>2,893,406</u>	<u>2,847,044</u>
TOTAL ASSETS	<u>\$ 4,907,163</u>	<u>\$ 4,776,903</u>

LIABILITIES AND NET ASSETS

Current Liabilities:		
Accounts payable and accrued expenses	\$ 199,943	\$ 137,922
Accrued payroll and related expenses	455,296	276,074
Advances from third party payers	-	319,224
Current maturities of long-term debt	<u>36,800</u>	<u>21,300</u>
Total Current Liabilities	692,039	754,520
Long-term Debt, Less Current Maturities	<u>1,326,917</u>	<u>1,372,197</u>
Total Liabilities	<u>2,018,956</u>	<u>2,126,717</u>
Net Assets:		
Unrestricted	2,640,470	2,331,752
Temporarily restricted	<u>247,737</u>	<u>318,434</u>
Total Net Assets	<u>2,888,207</u>	<u>2,650,186</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 4,907,163</u>	<u>\$ 4,776,903</u>

(See accompanying notes to these financial statements)

MANCHESTER COMMUNITY HEALTH CENTER

STATEMENTS OF OPERATIONS

FOR THE YEARS ENDED JUNE 30, 2014 AND 2013

	<u>2014</u>	<u>2013</u>
Operating Revenue:		
Patient service revenue	\$ 4,767,269	\$ 3,855,463
Provision for bad debts	(205,317)	(173,402)
Net patient service revenue	4,561,952	3,682,061
Grants and contracts	2,928,941	2,375,428
Other operating revenue	261,743	218,772
Net assets released from restrictions for operations	290,215	199,668
Total Operating Revenue	<u>8,042,851</u>	<u>6,475,929</u>
Operating Expenses:		
Salaries and benefits	5,253,638	4,151,361
Other operating expenses	2,280,111	1,759,278
Depreciation	177,006	180,844
Interest expense	36,545	69,366
Total Operating Expenses	<u>7,747,300</u>	<u>6,160,849</u>
OPERATING INCOME	<u>295,551</u>	<u>315,080</u>
Other Revenue and Gains:		
Investment income	1	9,740
Contributions	9,079	32,820
Total Other Revenue and Gains	<u>9,080</u>	<u>42,560</u>
EXCESS OF REVENUE OVER EXPENSES	304,631	357,640
Change in Unrealized Gain on Financial Instrument	<u>4,087</u>	<u>44,085</u>
INCREASE IN UNRESTRICTED NET ASSETS	<u>\$ 308,718</u>	<u>\$ 401,725</u>

(See accompanying notes to these financial statements)

MANCHESTER COMMUNITY HEALTH CENTER
STATEMENTS OF CHANGES IN NET ASSETS
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013

	<u>2014</u>	<u>2013</u>
Unrestricted Net Assets:		
Excess (deficit) of revenue over expenses	\$ 304,631	\$ 357,640
Change in unrealized gain on financial instrument	<u>4,087</u>	<u>44,085</u>
Increase in Unrestricted Net Assets	<u>308,718</u>	<u>401,725</u>
Temporarily Restricted Net Assets:		
Contributions	219,518	175,248
Net assets released from restrictions for operations	<u>(290,215)</u>	<u>(199,668)</u>
Decrease in Temporarily Restricted Net Assets	<u>(70,697)</u>	<u>(24,420)</u>
Change in Net Assets	238,021	377,305
Net Assets, Beginning of Year	<u>2,650,186</u>	<u>2,272,881</u>
NET ASSETS, END OF YEAR	<u>\$ 2,888,207</u>	<u>\$ 2,650,186</u>

(See accompanying notes to these financial statements)

MANCHESTER COMMUNITY HEALTH CENTER

STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED JUNE 30, 2014 AND 2013

	<u>2014</u>	<u>2013</u>
Cash Flows From Operating Activities:		
Change in net assets	\$ 238,021	\$ 377,305
Adjustments to reconcile change in net assets to net cash (used) provided by operating activities:		
Provision for bad debts	205,317	173,402
Depreciation	177,006	180,844
Change in unrealized gain on financial instrument	(4,087)	(44,085)
Restricted contributions	(219,518)	(175,248)
(Increase) decrease in the following assets:		
Patient accounts receivable	(547,372)	(459,188)
Other receivables	(2,965)	(234,906)
Pledges receivable	-	1,138
Due from third party payers	-	132,000
Prepaid expenses	(29,823)	18,640
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	62,021	41,750
Accrued payroll and related expenses	179,222	14,263
Advances from third party payers	(319,224)	319,224
Net Cash (Used) Provided by Operating Activities	<u>(261,402)</u>	<u>345,139</u>
Cash Flows From Investing Activities:		
Decrease in board designated reserves	100,000	-
Capital expenditures	(223,368)	(183,524)
Net Cash Used by Investing Activities	<u>(123,368)</u>	<u>(183,524)</u>
Cash Flows From Financing Activities:		
Restricted contributions	219,518	175,248
Decrease in donor restricted assets	10,061	(49,352)
Payments on long-term debt	(25,693)	(22,340)
Net Cash Provided by Financing Activities	<u>203,886</u>	<u>103,556</u>

MANCHESTER COMMUNITY HEALTH CENTER
STATEMENTS OF CASH FLOWS (CONTINUED)
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013

	2014	2013
Net (Decrease) Increase in Cash and Cash Equivalents	(180,884)	265,171
Cash and Cash Equivalents, Beginning of Year	797,377	532,206
CASH AND CASH EQUIVALENTS, END OF YEAR	\$ 616,493	\$ 797,377
 Supplemental Disclosures of Cash Flow Information:		
Cash paid for interest	\$ 36,545	\$ 69,366

(See accompanying notes to these financial statements)

MANCHESTER COMMUNITY HEALTH CENTER

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2014 AND 2013

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Manchester Community Health Center, "the Health Center," is a non-stock, not-for-profit corporation organized in New Hampshire. The Health Center is a Federally Qualified Health Center (FQHC) providing high-quality, comprehensive family oriented primary health-care services, which meet the needs of a diverse community regardless of age, ethnicity or income.

Income Taxes

The Health Center is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Health Center is exempt from state and federal income taxes on income earned in accordance with its tax exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Health Center's tax positions and concluded that the Health Center has no unrelated business income or uncertain tax positions that require adjustment to the financial statements. Management believes the Health Center is no longer subject to income tax examinations for years prior to 2011.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding assets limited as to use. Short-term highly liquid investments with an original maturity of more than three months are classified as temporary investments.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Accounts Receivable

Accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectability of accounts receivable, the Health Center uses a set percentage. Management evaluates the percentage of collections using a rolling twelve month average on a monthly basis. The Health Center has not changed its methodology for estimating the allowance for doubtful accounts.

A reconciliation of the allowance for uncollectible accounts at June 30, 2014 and 2013 follows:

	<u>2014</u>	<u>2013</u>
Balance, beginning of year	\$ 360,000	\$ 360,000
Provision for bad debts	205,317	173,402
Write-offs	<u>(190,317)</u>	<u>(173,402)</u>
Balance, end of year	<u>\$ 375,000</u>	<u>\$ 360,000</u>

Assets Limited as to Use

Assets limited as to use include assets designated by the board of directors and donor restricted grants and contributions.

Property and Equipment

Property and equipment are carried at cost, less accumulated depreciation. Maintenance repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Depreciation is computed on the straight-line method and is provided over the estimated useful life of each class of depreciable asset.

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets include contribution and grants for which donor-imposed restrictions have not been met. Assets are released from restrictions as expenditures are made in line with restrictions called for under the terms of the donor. Restricted contributions and grants for capital acquisitions are released from restriction over the life of the related asset acquired in accordance with the reporting of related asset's depreciation expense. Restricted contributions and grants released are reported as unrestricted revenue and support.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Temporarily and Permanently Restricted Net Assets (Continued)

Permanently restricted net assets are restricted by donors to be maintained by the Health Center in perpetuity. The Health Center has no permanently restricted net assets at June 30, 2014 and 2013.

Donor-Restricted Gifts

Unconditional promises to give cash and other assets to the Health Center are reported at fair market value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported as fair value at the date the gift is received. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets released from restriction. Donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying financial statements.

Patient Service Revenue

The Organization has agreements with third-party payers that provide for payments to the Organization at amounts different from its established rates. A summary of the payment arrangements with major third-party payers follows:

- Medicare -- Primary care services rendered to Medicare program beneficiaries are reimbursed under cost reimbursement methodology. The Health Center is reimbursed at a tentative encounter rate with final settlement determined after submission of annual cost reports by the Health Center and audits thereof by the Medicare administrative contractor. The Health Center's Medicare cost reports have been retroactively settled by the Medicare administrative contractor through June 30, 2012.
- Other payers -- The Health Center also has entered into payment agreements with Medicaid, certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Health Center under these agreements includes prospectively determined rates per visit, and discounts from established charges.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Patient Service Revenue (Continued)

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. The Health Center believes that it is in substantial compliance with all applicable laws and regulations. However, there is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in net patient service revenues in the year that such amounts become known. The differences between amounts previously estimated and amounts subsequently determined to be recoverable from third-party payers increased patient service revenues by approximately \$4,848 and \$41,423 for the years ended June 30, 2014 and 2013, respectively.

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

Excess of Revenue Over Expenses

The statement of operations includes the excess of revenue over expenses. Changes in unrestricted net assets, which are excluded from the excess of revenue over expenses, consistent with industry practice, include unrealized gains and losses on investments other than trading securities, and contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purposes of acquiring such assets).

NOTE 2 ASSETS LIMITED AS TO USE

Assets limited as to use is composed of cash and cash equivalents and consisted of the following at June 30, 2014 and 2013:

	<u>2014</u>	<u>2013</u>
Board designated:		
Working capital (Federal 330 monies)	\$ -	\$ 150,000
Future capital	50,000	-
Donor restricted:		
Temporarily	<u>51,136</u>	<u>61,197</u>
 Total	 <u>\$ 101,136</u>	 <u>\$ 211,197</u>

Cash and cash equivalents included in assets limited as to use are not considered cash and cash equivalents for cash flow purposes.

NOTE 3 PROPERTY AND EQUIPMENT

The cost and accumulated depreciation of property and equipment at June 30, 2014 and 2013 follows:

	<u>2014</u>	<u>2013</u>
Land	\$ 81,000	\$ 81,000
Building and leasehold improvements	2,756,571	2,707,810
Medical equipment	205,201	185,668
Furniture and equipment	<u>1,016,001</u>	<u>860,928</u>
 Total cost	 4,058,773	 3,835,406
Less accumulated depreciation	<u>1,165,367</u>	<u>988,362</u>
 Property and Equipment, Net	 <u>\$ 2,893,406</u>	 <u>\$ 2,847,044</u>

NOTE 4 LINE OF CREDIT

The Health Center has a \$300,000 line of credit demand note with a local banking institution, which renews annually in December. The line of credit is secured by all assets and a second mortgage on the Health Center's real property. The interest rate on the line is set at the British Bankers' Association LIBOR plus 4% (4.154% at June 30, 2014). There was no outstanding balance at June 30, 2014 and 2013, respectively.

NOTE 5 NOTES PAYABLE

Long-term debt consisted of the following at June 30, 2014 and 2013:

	<u>2014</u>	<u>2013</u>
Note payable, with a bank (see terms below)	\$ 1,363,717	\$ 1,393,497
Less current maturities	<u>36,800</u>	<u>21,300</u>
Total Long-term Debt	<u>\$ 1,326,917</u>	<u>\$ 1,372,197</u>

On July 22, 2008, the Health Center obtained a \$1,500,000 promissory note with RBS Citizens, N. A. for the purchase of the medical and office facility in Manchester, New Hampshire. The note is secured by the real estate. The note was a five-year balloon note due July 22, 2014 to be paid at the amortization rate of 30 years. The Health Center refinanced the note on December 6, 2013. The refinanced note is a five-year balloon note due 12/1/2018 to be paid at the amortization rate of 25 years. The note is borrowed at a variable interest rate with margins adjusted annually on July 1 based on the Health Center's achievement of two operating performance milestones (3.2542% at June 30, 2014).

New Hampshire Health and Educational Facilities Authority (NH HEFA) is participating in the lending for thirty percent of the refinanced promissory note, amounting to \$414,534. Under the NH HEFA program, the interest rate on that portion is approximately 30% of the interest rate charged by RBS Citizens, N. A.

The Health Center is required to meet an annual minimum working capital and debt service coverage ratio as defined in the loan agreement with RBS Citizens, N. A. In the event of default, RBS Citizens, N. A. has the option to terminate the agreement and immediately request payment of the outstanding debt without notice of any kind to the Health Center. The covenants were met at June 30, 2014.

Scheduled principal repayments on long-term debt for the next five years follows:

Year Ending <u>June 30,</u>	<u>Long-Term Debt</u>
2015	\$ 36,800
2016	37,382
2017	38,652
2018	39,965
2019	<u>1,210,918</u>
Total	<u>\$ 1,363,717</u>

NOTE 6 TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets consisted of the following at June 30, 2014 and 2013:

	<u>2014</u>	<u>2013</u>
United Way-Last Resort Manchester		
Community Medical Fund	\$ 1,005	\$ 2,207
Merger costs	14,045	-
Behavioral health	583	-
Center for Excellence for Culturally Effective Care	31,274	-
Medicare FQHC ACPD Demonstration Project	4,230	3,990
New access point	-	55,000
Capital improvements (expended)	<u>196,600</u>	<u>257,236</u>
Total	<u>\$ 247,737</u>	<u>\$ 318,433</u>

NOTE 7 PATIENT SERVICE REVENUE

A summary of patient service revenue for the years ended June 30, 2014 and 2013 follows:

	<u>2014</u>	<u>2013</u>
Medicare	\$ 479,894	\$ 419,236
Medicaid	3,170,576	2,569,299
Patient and patient health insurance	<u>1,003,522</u>	<u>866,928</u>
Medical patient service revenue	4,653,992	3,855,463
340B pharmacy revenue	<u>113,277</u>	<u>-</u>
Total Patient Service Revenue	<u>\$ 4,767,269</u>	<u>\$ 3,855,463</u>

The Health Center provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Health Center does not pursue collection of amounts determined to qualify as charity care, the revenue is recorded net of the free care allowance. The Health Center estimates the costs associated with providing charity care by calculating the ratio of total cost to total gross charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Health Center's charity care policy amounted to \$1,721,704 and \$1,459,027 for the years ended June 30, 2014 and 2013, respectively.

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

NOTE 8 FUNCTIONAL EXPENSES

The Health Center provides various services to residents within its geographic location. Expenses related to providing these services for the years ended June 30, 2014 and 2013 follows:

	<u>2014</u>	<u>2013</u>
Program services	\$ 6,644,962	\$ 5,198,285
Administrative and general	<u>1,102,338</u>	<u>962,564</u>
Total	<u>\$ 7,747,300</u>	<u>\$ 6,160,849</u>

NOTE 9 RETIREMENT PLAN

The Health Center sponsors a defined contribution plan under Section 403(b) of the Internal Revenue Code. Contributions to the plan amounted to \$124,789 and \$107,301 for the years ended June 30, 2014 and 2013, respectively.

NOTE 10 COMMITMENTS

Leases that do not meet the criteria for capitalization are classified as operating leases with related rentals charged to operations as incurred.

The following is a schedule by year of future minimum lease payments under operating leases for the Health Center at the year ended June 30, 2014, that have initial or remaining lease terms in excess of one year.

<u>Year Ending June 30,</u>	<u>Minimum Lease Payments</u>
2015	\$ 127,321
2016	111,812
2017	74,299
2018	70,604
2019	72,016
Thereafter	<u>362,094</u>
Total	<u>\$ 818,146</u>

Rental expense amounted to \$99,880 and \$41,591 for the years ended June 30, 2014 and 2013, respectively.

NOTE 11 MALPRACTICE INSURANCE

The Health Center is protected from medical malpractice risk as a FQHC under the Federal Tort Claims Act (FTCA). The Health Center has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of the year ended June 30, 2014, there were no known malpractice claims outstanding which in the opinion of management, will be settled for amounts in excess of both FTCA and gap insurance coverage nor are there any unasserted claims or incidents which require loss accrual. The Health Center intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

NOTE 12 CONCENTRATION OF RISK

The Health Center has cash deposits in major financial institutions in excess of \$250,000, which exceeds federal depository insurance limits. The financial institutions have a strong credit rating and management believes the credit risk related to these deposits is minimal.

The Health Center grants credit without collateral to its patients, most of who are local residents and are insured under third-party payer agreements. At June 30, 2014, Medicaid and Medicare represented 53% and 11% of gross accounts receivable, respectively. No other individual payer source exceeded 10% of the gross accounts receivable balance.

NOTE 13 PRIOR YEAR COMPARATIVE AMOUNTS

Certain prior year comparative amounts have been reclassified to be consistent with current year presentations. Certain other prior year amounts have been reclassified for the correction of an error. The impact of the reclassification was to reduce the excess of revenue over expenses and net assets by \$45,198.

NOTE 14 SUBSEQUENT EVENTS

On May 20, 2014 the Health Center entered into an asset transfer agreement with Child Health Services, "CHS", a New Hampshire not-for-profit corporation, in which the Health Center would acquire substantially all of CHS's assets and liabilities, excluding CHS's endowment funds. It is anticipated the acquisition will be completed during fiscal year 2015.

For financial reporting purposes, subsequent events have been evaluated by management through October 7, 2014, which is the date the financial statements were available to be issued.

MANCHESTER COMMUNITY HEALTH CENTER
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2014

Federal Grantor Pass-through Grantor <u>Program Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Federal Expenditures</u>
U.S. Department of Health and Human Services			
Direct Programs			
Health Center Cluster	93.224		\$ 1,666,348
Pass-through programs from:			
State of New Hampshire Department of Health and Human Services			
Project LAUNCH	93.243	157274-B001/90002996	355,628
Primary Care	93.994	102-500731/90080000	23,900
Breast and Cervical Cancer Prevention	93.283	102-500731/90080081	47,036
Bi-State Primary Care Association			
Cooperative Agreement to Support Navigators in Federally-facilitated and State Partnership Exchanges	93.750		<u>24,843</u>
Total U.S. Department of Health and Human Services			2,117,755
U.S. Department of Housing and Urban Development			
Pass-through programs from:			
City of Manchester, NH			
Community Development Block Grant	14.218	213613-H	<u>12,250</u>
Total Expenditures of Federal Awards			<u>\$ 2,130,005</u>

The accompanying notes are an integral part of this schedule.

MANCHESTER COMMUNITY HEALTH CENTER
 NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
 FOR THE YEAR ENDED JUNE 30, 2014

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards, "the Schedule", includes the federal grant activity of Manchester Community Health Center, "the Health Center", under programs of the federal government for the year ended June 30, 2014. The information in this schedule is presented in accordance with the requirements of the Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Because the schedule presents only a selected portion of the operations of the Health Center, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Health Center.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING PRINCIPLES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in OMB Circular A-122, *Cost Principles for Non-Profit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule, if any, represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. Pass-through entity identifying numbers are presented where available.

NOTE 3 SUBRECIPIENTS

Of the federal expenditures presented in the schedule, the Health Center provided federal awards to subrecipients as follows:

<u>Program Title</u>	<u>CFDA Number</u>	<u>Amount Provided to Subrecipients</u>
Project LAUNCH	93.243	\$ 113,915

BRAD BORBIDGE, P.A.

CERTIFIED PUBLIC ACCOUNTANTS
197 LOUDON ROAD, SUITE 350
CONCORD, NEW HAMPSHIRE 03301

TELEPHONE 603/224-0849
FAX 603/224-2397

Independent Auditors' Report on Internal Control Over Financial Reporting
and on Compliance and Other Matters Based on an Audit of Financial
Statements Performed in Accordance with *Government Auditing Standards*

Board of Directors
Manchester Community Health Center
Manchester, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Manchester Community Health Center, which comprise the balance sheets as of June 30, 2014, and the related statements of operations, changes in net assets, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 7, 2014.

Internal Control Over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

A handwritten signature in black ink, appearing to read "A. O. O'Connell", is located in the lower right quadrant of the page.

Concord, New Hampshire
October 7, 2014

BRAD BORBIDGE, P.A.

CERTIFIED PUBLIC ACCOUNTANTS
197 LOUDON ROAD, SUITE 350
CONCORD, NEW HAMPSHIRE 03301

TELEPHONE 603/224-0849
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Independent Auditors' Report on Compliance for Each Major Federal
Program and Report on Internal Control Over Compliance

Board of Directors
Manchester Community Health Center
Manchester, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Manchester Community Health Center's compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of the Health Center's major federal programs for the year ended June 30, 2014. The Health Center's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the Health Center's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Health Center's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Health Center's compliance.

Opinion on Each Major Federal Program

In our opinion, the Health Center complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2014.

Report on Internal Control Over Compliance

Management is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Health Center's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Health Center's internal control over compliance.

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

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

Purpose of this Report

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

A handwritten signature in black ink, appearing to read "A. O'Neil", is located in the upper right quadrant of the page.

Concord, New Hampshire
October 7, 2014

MANCHESTER COMMUNITY HEALTH CENTER
 SCHEDULE OF FINDINGS AND QUESTIONED COSTS
 FOR THE YEAR ENDED JUNE 30, 2014

Section I - Summary of Auditor's Results

A. Financial Statements

1. Type of auditor's report issued	Unmodified
2. Internal control over financial reporting:	
• Material weakness(es) identified?	No
• Significant deficiencies identified?	None Reported
3. Noncompliance material to financial statements noted?	No

B. Federal Awards

1. Internal control over major programs:	
• Material weakness(es) identified?	No
• Significant deficiencies identified?	None Reported
2. Type of auditor's report issued on compliance for major programs	Unmodified
3. Any audit findings disclosed that are required to be reported in accordance with Section 510(a) of OMB Circular A-133?	No

C. Major Programs

Health Center Cluster	93.224
Project LAUNCH	93.243

D. Dollar threshold used to distinguish between Type A and Type B programs	\$300,000
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E. Auditee qualified as low-risk auditee?	Yes
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MANCHESTER COMMUNITY HEALTH CENTER
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
FOR THE YEAR ENDED JUNE 30, 2014

Section II - Findings and Questioned Costs

A. Financial Statements

There were no financial statement findings for the year ended June 30, 2014.

B. Federal Awards

There were no Federal awards findings for the year ended June 30, 2014.

Section III - Prior Findings and Questioned Costs for the Year Ended June 30, 2013

A. Financial Statements

2013-1 Accounts Receivable and Revenue Recognition

Condition:

Accounts receivable and revenue were not recorded in the appropriate accounting period.

Recommendations:

We recommend management evaluate the differences between date of entry and date of service and potential reporting and posting challenges presented by either method. Once evaluated, we recommend management develop internal control procedures to ensure charges and related adjustments are reported in the appropriate period.

Current Status:

Management evaluated the differences between the two reporting mechanisms and adopted the report that best ensured revenue was posted to the appropriate period and developed internal control procedures to also ensure charges and any related adjustments are reported in the appropriate period.

MANCHESTER COMMUNITY HEALTH CENTER
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
FOR THE YEAR ENDED JUNE 30, 2014

Section III - Prior Findings and Questioned Costs for the Year Ended June 30, 2013
(Continued)

B. Federal Awards

2013-1 Accounts Receivable and Revenue Recognition

Same as financial statement findings reported above.

KATHLEEN DAVIDSON	Atty	Director	11/4/2014	November, 2017	11/04/23
BARBARA LABONTE	CFO	Treasurer	6/25/2014	June, 2017	06/25/23
DOMINIQUE A. RUST	COO	President	4/6/2010	April, 2016	04/06/19
DAVID CUZZI	Owner	Vice President	2/7/2012	February, 2018	02/07/21
GERMANO MARTINS	Community Liaison	Director	2/2/2010	February, 2016	02/02/19
TONI PAPPAS	Business Director	Director	2/2/2010	February, 2016	02/02/19
GERRI PROVOST	MCR Billing Specialist	Secretary	11/4/2008	Term ends 11/4/17	11/04/17
ANDRU VOLINSKY	Atty	Director	7/23/2013	July, 2016	07/23/21
MUKHTAR IDHOW	Director	Director	4/6/2010	April, 2016	04/06/19
MYRA NIXON	Director of HR	Director	9/1/2008	Term ends 9/17	09/01/17
DON WALEGA	Retired	Director	1/3/2012	January, 2018	01/03/21
IDOWU EDOKPOLO	Residential Counselor	Director	11/19/2013	November, 2016	11/19/21
TULASI POKHREL	Teacher	Director	11/19/2013	November, 2016	11/19/21

Kristen McCracken, MBA

Objective

To work for an organization with a clear vision, philanthropic community involvement, well-respected leadership, a strong strategic plan, and a corporate culture that is motivating and inclusive.

Education

Undergraduate Degree: 1991 Mt. Holyoke College, Major: Psychology, Minor: Latin American Studies

Graduate Degree: 2000 Rivier College, MBA Health Care Administration

Summary of Qualifications

Areas of Experience:

- Community Health
- Primary Care
- Behavioral Health
- Electronic Medical Records
- Substance Abuse, HIV/AIDS
- Domestic Violence
- Rape Crisis
- Culturally Diverse Populations
- Federally Funded Programs
- Joint Commission Accreditation
- Fundraising
- Board of Directors

Skill Sets:

- Operations Management
- Strategic Planning
- Budget Development
- Grant Writing/Report Management
- Group Facilitation
- Regulatory Compliance
- Staff Supervision
- Project Management
- Quality Improvement/Data Mgmt.
- Community Collaboration
- Facilities Oversight
- Program Development

Professional experience

2013-Present: **President and CEO**- Manchester Community Health Center

- Oversee all service programs provided by MCHC to ensure that client needs are met and quality standards are maintained and monitored in an efficient, cost effective manner by: supervising program personnel; annually assessing relevance of current programs to community needs; achieving and maintaining appropriate accreditation and/or licenses for programs.
- Ensure that MCHC services are consistent with its mission, vision, and strategic plan to ensure that programming is relevant to existing and emerging client and community needs.
- With the Board Strategic Planning Committee, develop and assist with the planning, execution and evaluation of a fund raising program. Establish and maintain a rapport with corporate sponsors, major contributors, directors, volunteers, civic organizations, and other parties in which the Center does business.
- Recommend a staffing pattern to ensure efficient management and operation of all programs and activities.
- Serve as the primary staff resource for MCHC Board of Directors to ensure effective use of and communication with trustees.
- Ensure that MCHC activities are operated in a cost-effective, efficient manner to ensure ongoing financial stability
- Call and preside at regular meetings with staff to ensure adequate communication between staff, to give the opportunity to share ideas and concerns, to coordinate efforts, and to ensure appropriate standardization of policies and procedures.
- Recommend and communicate necessary policies and procedures to ensure adherence to management, program service, fiscal and accounting standards, and standards of good personnel procedures.

- Develop, coordinate, and maintain effective relationships between MCHC and other groups (such as State legislature, public and private health, welfare and service agencies, media, etc.,) to create public and professional understanding and support of the organization's objectives and activities.

2000-2013: **Director of Operations**- Manchester Community Health Center, Manchester, NH. In collaboration with other Senior Management staff, the DOO assumes responsibility for the day-to-day management of operations of the health center:

- Responsible for multiple departments, including Ancillary Staff, Nursing, Medical Assistants, Medical Records, Volunteers, Interpreters, and Business Office Staff.
- Collaborate with other senior management team members in overseeing health center operations, policy and program development, staff supervision, and overall program management of the organization.
- Maintaining continuity and quality of care for clients, including oversight of Patient Satisfaction programs, and co-responsibility for implementation of Quality Improvement Initiatives. Responsible for Patient Centered Medical Home and Meaningful Use activities.
- Primary responsibility for data analysis related to quality of care initiatives
- Key role in the development of center-wide goals and representing the Health Center in various community settings.
- Project Manager for the EMR (Electronic Medical Record) called Centricity (EMR & PM) including initial setup and implementation, ongoing support and development
- Participate in Board of Directors meetings, and several board and staff committees, including Safety, Personnel, Ethics, Strategic Planning, QI, Corporate Compliance, Medical Advisory Committee
- Direct staff and management team supervision, grant writing, project management, regulatory compliance, community collaborations, cultural competency, budget development, and other operational activities.
- Facilitation of employee satisfaction survey development, administration and response
- Oversight and development of ancillary services including interpretation, transportation, nutrition, dental collaboration grants and behavioral health.
- Special initiatives including Medical Home certification, Meaningful Use planning, Joint Commission accreditation, and similar ventures

1997-2000: **Family Services Manager**- Manchester Community Health Center, Manchester, NH. Responsible for the management of the behavioral health services, care management, nutrition, interpretation, and coordination of ancillary services programming.

1996-1997: **Crisis Outreach Counselor**- Manchester Community Health Center, Manchester, NH. Provided crisis intervention and short-term counseling to patients identified by provider staff as high risk. Complete psycho-social intakes on new patients. Performed outreach services to patients who had fallen out of care. Coordinated care with medical team and behavioral health staff.

1995-1996: **Substance Abuse Clinician I**- Habit Management Institute, Lawrence, MA.

- Substance Abuse individual counseling
- Methadone treatment planning
- Substance abuse education
- Facilitation of support groups
- Admission/discharge planning, and community networking.

1993-1995: **Case Manager/Volunteer Coordinator, Fundraising Coordinator**- River Valley AIDS Project, Springfield, MA.

- Volunteer Program Coordinator responsibilities included developing and maintaining a volunteer program for the agency, networking, training, design and implementation, volunteer support, and monthly billing/statistics.
- Development Coordinator responsibilities included creating a fundraising donor base, initiating the development of new fundraising events, facilitating relationships with corporate sponsors, maintaining quarterly newsletters, and facilitating the following committees: Anthology Committee, Dinner for Friends Committee, Gay Men's Focus Group, Fundraising Committee, and the Children Orphaned by AIDS Committee.
- During first year of employment functioned as a Case Manager, with responsibilities including referrals, trainings, translation, support groups, counseling, advocacy, and monthly billing. Created the first public Resource Library for HIV/AIDS in Western MA, developed a donation program, and developed a Speaker's Bureau program, as well as supervised interns and trained new staff.

1990-1993: **Rape Crisis Counselor, Children's Advocate/Counselor-** YWCA, Springfield, MA.

- Rape Crisis Counselor: responsible for essentially all aspects of programming including statistics for grant reporting, billing records, case records, and individual, couples and family counseling services. Also responsible for legal and medical advocacy, educational trainings, and hotline/on-call responsibilities. Facilitated four support groups for adults, teens, Spanish speaking women, and teenagers who had re-perpetrated their sexual abuse.
- Children's Counselor/Advocate: responsible for individual counseling, a children's support group, parenting classes, and working with the referral needs of the children in the battered women's shelter. As a member of the Counseling team: answered hotline calls, provided individual counseling, kept case files, ran in-house support groups, and provided traditional case management.

Languages Spoken

Spanish (Verbal and Written)

Community activities

- ↓ Board of Directors, NH Minority Health Coalition 1999-2002
- ↓ Medical Interpretation Advisory Board 2002-2008
- ↓ Chair, Data Subcommittee: NH Health & Equity Partnership 2010- Present
- ↓ Diversity Task Force, State of NH DHHS 2002-2010
- ↓ Healthcare for the Homeless Advisory Board 2004-2012
- ↓ Volunteer: B.R.I.N.G. IT! Program (2009-2012)
- ↓ Adult Literacy Volunteer: 2009-2010
- ↓ Advisory Board: Nursing Diversity Pipeline 2008-2012
- ↓ Advisory Committee: HPOP (Health Professionals Opportunities Project) 2010-2013

Interests and activities

I enjoy tennis, kayaking, hiking, reading, gardening, travel and family activities.

References

1. Claudia Cunningham, RN, MBA (Previous Supervisor at MCHC) 603-942-7025
2. Gavin Muir, MD, CMO of MCHC (Colleague) 603-935-5223
3. Greg White, CEO at Lamprey Health Care (Colleague) 603-673-8873
4. Tina Kenyon, RN, MSW at Dartmouth Family Practice Residency (Colleague in Community) 603-568-3417

J. Gavin Muir, M.D.

(603) 935-5223 - work

EXPERIENCE

MANCHESTER COMMUNITY HEALTH CENTER, Manchester, NH
Chief Medical Officer, Staff Physician September 2013 – present
Chair Quality Improvement Committee

MANCHESTER COMMUNITY HEALTH CENTER, Manchester, NH
Quality Director, Staff Physician March 2011 – September 2013
Chair Quality Improvement Committee

MANCHESTER COMMUNITY HEALTH CENTER, Manchester, NH
Medical Director, August 2000 – March 2011
Manage, schedule and supervise 11 providers. Co-chair Quality Improvement Committee.
Serve as provider staff liaison to MCHC Board and Senior Management.

MANCHESTER COMMUNITY HEALTH CENTER, Manchester, NH
Staff Physician, August 1998 – August 2000

COLORADO MENTAL HEALTH INSTITUTE, Pueblo, CO
Medical Staff Physician, 1997 - 1998

PRO ACTIVE MEDICAL CENTER, Pueblo, CO
Medical Staff Physician, 1997 - 1998

SPECTRUM HEALTH CENTER, Colorado Springs, CO
Urgent Care Physician, 1997 – 1998

EDUCATION

SOUTHERN COLORADO FAMILY PRACTICE RESIDENCY, Pueblo, CO
Graduated Board Eligible, June 1998
Completed Advanced Training Track for high-risk and operative obstetrics

TEMPLE UNIVERSITY SCHOOL OF MEDICINE, Philadelphia, PA
M.D. May 1995
Captain & President, Temple University School of Medicine Rugby Football Club

PRINCETON UNIVERSITY, Princeton, NJ
M.S. May 1991
Princeton University Rowing Eastern Sprints Champion 1988
Princeton University Rowing Henley Regatta Participant 1988

LICENSURE &

- New Hampshire State Medical License

- CERTIFICATION**
- DEA Certification
 - AAFP Board Certified
 - Advanced Cardiac Life Support (ACLS)
 - Basic Life Support (BLS)
 - Neonatal Advanced Life Support (NALS)
 - Advanced Life Support in Obstetrics (ALSO)

**PROFESSIONAL
MEMBERSHIPS**

- The American Academy of Family Physicians, 1992 – present
- American Medical Association, 1991 – present
- New Hampshire Medical Society, 1998 – present

PERSONAL

Married. Three year old daughter. Enjoy camping, hiking, skiing and outdoor activities.

Michele M. Croteau
Certified Management Accountant

Experience

Financial Management in a Multi-Corporate, Multi-State, Multi-Location Environment	GASB 34 & 45 Implementation	Capital Campaign Reporting
Not for Profit & Fund Accounting	Audit Management	Cost Analysis
Risk Management	Design of Internal Controls	Software Research, Selection & Implementation
Cash Flow Management	Single Audit Act Requirements	Process Walk Through & Design
Short Term Investing	DOL Requirements	Team Management
Financing Negotiations & Lease Purchasing	Grant Management /Federal Contracts	Team Facilitation
Bond Financing, BANs, QSCB, BABs	Direct Supervision of Various Departments:	990 & 990t Preparation
Budget / Project Planning & Management	Accounts Payable, Accounting, Payroll	State Charitable Trust Reports
Mergers	Accounts Receivable, Purchasing	Fixed Assets Management
RFP & Bid Development	Transportation, Food Service,	Insurance Negotiations
Medicare / CORF Cost Reports	Facility Management, Human Resources	Worker's & Unemployment Comp.
Collective Bargaining	TV, Radio, and Public Presentations	Conference Speaker
Board Level Presentations		

Software

Excel Spread Sheets / Graphs / Pivot Tables	Unifund / Pentamation / MUNIS	Power Point
Approach Database Word	Outlook / Organizer / First Class	Solomon & FRX Drilldown
Google Mail & Google Docs	Crystal Report Writer	Quickbooks & Quicken

Major Accomplishments – Concord School District (SAU#8)

Coordinated search, selection and implementation process for new financial / human resources software
Established a new chart of accounts to better meet District needs and comply with GAAP and State Handbook II guidelines
Introduced internal controls which successfully reduced the Management Letter comments by 100% from 38 to -0-
Obtained approval of \$3.68m in Qualified School Construction Bond funding - savings of approx. \$1m in interest
Created detailed financial model for costing all components of proposals during collective bargaining negotiations
Established a standardized procedure manual for use district-wide in the management of Student Activity Accounts
Established monthly process to export financial expenditure data for ease of analysis using Excel Pivot Tables
Refined budget process and created materials for Board presentation and public hearings
Positioned District to be able to bond \$62.5m for a facility project independently; Secured Moody's rating of Aa2 in 2010
Issued \$55m in bonds including Build America Bonds; Affirmed Aa2 Moody's rating; Secured first Standard & Poor's rating of AA-
Saved \$8.5m in interest expense on \$55m bond issue through interest rebates

Major Accomplishments – SAU #19

Implementation of Annual Benefit Fairs
Negotiation of District Wide Copier Upgrade Plan
Staff Retention and Development
Implementation of Internal Controls
Financial Tracking / Reporting of Building Projects
Search and Selection of Finance/HR Software
District Savings Through:
* Resolution of Outstanding IRS Issues upon hire
* Implementation of Health Insurance Reconciliation
* Implementation of COBRA Tracking Process
* Bond Refunding resulting in \$340k+ in savings
* Implementation of GASB 34 In-house / No Consultant Fees
* Negotiation of a 3-Year Rate Guarantee for Life & LTD Coverage
* Renegotiated a 66-Month Fixed Fee Copier Contract Resulting in \$26K in Savings Over Prior Contract
* Improved Goffstown School District's Bond Rating from A3 in 1998 to A2 in 2001

Major Accomplishments – Easter Seal Society

Active in Financial Turnaround of Not-for-Profit Organization
Assisted in Merger of \$5 Million NY Organization
Implemented Weekly Financial Information
Roll out of Drilldown Process & Networked Financial Information
Successful IRS Audits – No Adjustments
Conversion to Client / Server / Financial Software
Successful Financial & A-133 Audits
430% increase in Short Term Cash
Recipient of Awards for Outstanding Service

Michele M. Croteau
Certified Management Accountant

Relevant Work History

June 2012 – Present

Manchester Community Health Center(MCHC) Manchester, NH

Chief Financial Officer – MCHC is a not-for-profit Federally Qualified Healthcare Center with 2 locations providing comprehensive primary care services with a focus on ensuring access to healthcare for the uninsured and underserved in the Greater Manchester Area. With an annual budget of \$7m, MCHC provides family practice, pediatrics, obstetrics, podiatry, optometry, behavioral health, nutrition and health education, interpretation, transportation, and 403(b) pharmacy services for 8,800 active patients with 35,000 encounters and 220 deliveries annually. The CFO is responsible for all aspects of financial operations including leading, planning, organizing and overseeing financial operations. The CFO is a key member of the Senior Management team, serves as the MCHC representative to various external organizations, services on the Finance Committee (FC) of the Board of Directors and is responsible for financial reporting to the FC and the Board. The CFO is responsible for the recommendation of fiscal policy as well as the interpretation and application of fiscal policy as established by the Board of Directors.

December 2005 – June 2012 Concord School District SAU #8 Concord, NH

Business Administrator / Treasurer – The Concord School District is the 4th largest district in the State with approximately 4,900 students throughout 5 active elementary schools, 1 middle school and 1 high school, 1,000 staff, an operating budget of \$70m plus \$66.8m in construction budgets. This position supervises an office of 7 and is responsible for all financial operations, including but not limited to the processing of payroll, accounts payable, cash receipts, purchasing, budget development and tracking, financial reporting, internal controls, bid management, bond issuance and alternative financing arrangements, grant management, audit preparation, participation in risk management and insurance negotiations, and State reports. Additionally, this role functions as a member of the Executive Team, is responsible for supervision of the Food Service and Transportation departments, and is on the negotiating team for the Concord Education Association collective bargaining agreement.

October 1998 – December 2005 School Administrative Unit # 19 Goffstown, NH

Business Manager - The SAU served the school districts of Dunbarton, Goffstown, and New Boston including 6 schools, approximately 3,800 students and 500 staff. This position supervised an office of 5 and was responsible for all financial operations, including but not limited to the processing of 4 payrolls, accounts payable, cash receipts, purchasing, budget development and tracking, financial reporting, internal controls, bid management, bond issuance, grant management, audit preparation, review and negotiation of contractual documents, risk management and insurance negotiations, food service operations, State reports, and development of the annual district meeting warrants. Dunbarton's budget was approved via traditional Town Meeting, New Boston's was SB-2 non-Municipal Budget Act (no Budget Committee; Finance Committee advisory only), Goffstown was SB-2 Municipal Budget Act (Budget Committee approved budget for public vote) and the SAU's budget was approved via the SAU Board.

July 1986 – September 1998 Easter Seal Society of NH, Inc. Manchester, NH

July 1988 – September 1998 **Controller (for Parent & Subsidiaries)**

Corporate headquarters for a \$29 million tri-state, multi-corporate not-for-profit organization employing approximately 1000 staff. Supervised departments including 13 staff responsible for 4 payrolls, purchasing, accounts payable, cash receipts, internal and external audits, grant reporting and management, budget development, financial statement preparation, general ledger chart of accounts structure, and new reports development. Provided cash management, investing of short term funds, negotiating and securing loans, cost analysis, and cost projections. Served as an authorized signer on all accounts.

Sept. 1992 – Sept. 1994 **Controller & Information Systems Supervisor (including network management)**

July 1986 – July 1988 **Assistant Controller (Promoted)**

1979 – 1986 Employment in accounting (Easter Seal Society) and computer programming.

Education

New Hampshire College

Bachelor in Management Advisory Services (Dual Degree – Accounting & Computer Science)

Certifications:

Certified Management Accountant, IMA; Certified Network Administrator version 3.11, Novel

Credentials:

Business Administrator - Alternative IV Statement of Eligibility

Associations

NH ASBO – Immediate Past President (2007, 2008), President (2006), Vice President (2005), Executive Committee (2003, 2004)

Institute of Management Accountants

IMA – Controllers Council (Past Member)

ASBO International

NH School Administrators Association

Other

Presenter: Budgeting – NH ASBO (2005); Budgeting – Tri-State ASBO (2005); RFP's – NH SAA (2005 Best Practices)
Competitive Bidding for Utilities - NH SAA (Best Practices)
Various presentations for aspiring school administrators – NH SAA

Board Member: NHTI Advisory Board (active; appointed summer 2010)

Founding Member of the John Stark General's Football Association; Treasurer (term expired)

Diane Trowbridge, RN, MBA

SUMMARY: Experienced results-oriented in ambulatory healthcare with strong work ethic and proven leadership skills

LICENSES:

- Registered Nurse

ACCOMPLISHMENTS:

- Clinical Quality Leader
- Coordinator of Board of Directors Patient Care Assessment Committee
- Promoted to Senior Management Team 2008
- Infection Control Practitioner
- JCAHO Survey/PPR (Periodic Performance Review) Leader
- Coordinator Nursing Task Force
- Project Lead-Patient Centered Medical Home Recognition –Level 3
- Chair Quality and Standards Committee
- Chair Nursing Peer Review and Competency committee
- Core Team member Project 01 (electronic health record conversion)
- Developed Nursing Evidence Based Guidelines and Peer Review Committee
- Coordinate Provider Peer Review
- Coordinate Clinical Guidelines Committee

EXPERIENCE:

04/2013-present

Lowell Community Health Center

- Chief Quality Officer
- Responsible for Joint Commission Accreditation, Health Resources Services Administration Clinical Quality Measures, Patient-Centered Medical Home Level 3 recognition and implementation for high volume, diverse patient population

2009-present

Lowell Community Health Center

Lowell, Massachusetts

Chief of Clinical Operations

- In conjunction with Chief Medical Officer, responsible oversight for a busy, public community health center with internal medicine, family practice, pediatrics, OB/GYN, HIV, Family Planning, Behavior Health Services and School-based health centers with over 144 thousand visits annually

2007-2009

Director Family Practice, Prenatal and Women Services

- Responsible for the clinical, fiscal and administrative operation of ambulatory care services totaling over 15,000 patient visits annually
- Manage 5 grants with 3 departmental budgets
- Recruited, interviewed, hired, trained and supervised staff.
- Manage 47 employees of various disciplines including physician, nurse midwife, nursing and clinical support

2004-2007

Quality Nurse Manager and Infection Control Practitioner

- Develop Medication Management System
- Responsible for Infection Control Plan development and system-wide implementation
- Develop Employee Bloodborne Pathogen Exposure Plan
- Developed Staff Infection Control Trainings
- N95 Fit testing initiated for LCHC employees

Clinical Manager of Metta (family primary care practice focusing on Southeast Asian population)

- Responsible for clinical operation of busy ambulatory primary care department
Providing direct patient care services with over 8000 visits annually
- Responsible for clinical operation of RHAP (MDPH Refugee Health Assessment Program)

1998-2004

Department Manager (Women's Reproductive Health)

- Coordinated clinic and staff schedules.
- Recruited, interviewed, hired, trained and supervised staff.
- Participated in monthly Department Manager and Quality Improvement Meetings.
- Maintained compliance with state and federal grants.
- Conducted monthly staff meetings and internal quality improvement audits.
- Assessed staff training needs and scheduled In-Service education.
- Developed and implemented protocols and logbooks.
- Conducted follow-up on patients with abnormal pap smears.
- Performed clinical nursing duties related to family planning.

1994-2000

Cardiology Associates of Greater Lowell

Senior Registered Nurse

Coagulation management/PN/INR tracking of over 100 patients

- Thallium Stress Tests
- Exercise tolerance testing
- Trans-telephonic pacemaker testing
- Direct patient office care for primary and cardiology patients

1989-1994

Healthworks

Lowell, Massachusetts

Family Planning Staff Nurse

Abnormal Pap Management Coordinator

Clinical Nurse Manager

- Direct family planning service provider for busy family planning clinic
- Designed and implemented abnormal pap management system

1982-1989

St. John Hospital/Saints Memorial Medical Center

Staff/Charge Nurse

- Emergency Department triage and critical care 1984-1989
- Charge nurse for 30 bed medical-surgical unit 1982-84
- Assumed charge responsibility of busy ambulatory emergency department
- Nominated for Staff Nurse award for Clinical Excellence in Emergency Nursing
- Served as a preceptor in a 112 hour program for Senior Nursing Students

EDUCATION:

2001

Suffolk University

Masters Certificate in Community Health Management

1982

Northern Essex Community College

Associate Degree in Nursing Science

High Honors

PROFESSIONAL:

- Member Massachusetts League of Community Health Centers (MLCH)
- Member National League of Community Health Centers
- Member Board of Directors House of Hope Family Shelter
- Member Greater Lowell Visiting Nurse Association
- Member Professional Workforce Group Massachusetts Midwifery Project
- Member American Association of Infection Control Professionals
- 2008 MLCHC (Massachusetts League of Community Health Centers)Employee of the Year

- Project Advisory Board Member' Caring for Women... A Profile of the Midwifery Workforce in Massachusetts; Center for Women in Politics and Public Policy ; McCormack Graduate School of Policy and Global Studies UMass Boston

REFERENCES:

Available upon request

JANET E. CLARK

WORK EXPERIENCE:

Child Health Services, Manchester, NH

Director, Special Medical Programs

2003 to Present

- Management of four programs for children with special health care needs, including the Child Development clinic, Neuromotor Clinic, Community Based Care, and Nutrition programs.
- Member of CHS Management Team and report directly to the Executive Director.
- Responsible for contract management and compliance with state and federal mandates.
- Supervise 15 CHS employees and 19 contractors

Regional Program Coordinator, Child Development Unit

October 1987 to Present

- Manage regional Child Development Program including clinical assessment, community relations, family support, advocacy, all organizational functions of multi-disciplinary team (MD's, PhD's, support staff).
- Developed yearly clinical activities, collaborative initiatives, and long range goals.
- Coordinated Child Development Services Consortium – joint effort by CHS, Area Agency and Early Intervention Program at Easter Seals.
- Participated in agency-wide time study for billing and Quality Assurance purposes/UNH Health policy and Management Personnel.
- Coordinated Health Care Transition Grant for three year A-D/HD Clinic at Child Health Services.

Special Medical Services Bureau, NH Dept of Health and Human Services, Concord, NH

Intake Coordinator (Contractor)

September 1999

- Perform initial intake assessment and develop appropriate service plan for new SMSB applicants
- Triage referrals, collaborate with community health and human service providers to assure quality care for children 0-18 years old.

SSI Needs Assessments (Contractor)

1995-1997

- Perform intake/needs assessments for children whose families have applied for SSI benefits, in compliance and refer for services as appropriate with Federal Social Security regulations.

Regional Clinic Coordinator – Genetics Services Program

Feb 1995-July 1998

- Provided community-based coordination as part of Genetic outreach program collaboratively provided by Children's Hospital at Dartmouth and Special Medical Services Bureau.
- Intake assessment, referral and information to families.
- Obtained medical history, pedigree and provided family support at clinic.

Child Health Services

Family Support Worker

Feb 1984 – October 1987

- Part of a multi-disciplinary pediatric team.
- Responsible for clinical and social services within the agency setting, home visits, coordination of community resources, interviewing and registration of new families, assessment of need for social services, determination of eligibility for various financial programs, family budgeting, case consultation through clinic conferences and interagency meetings, referrals to community resources, negotiate and advocate on Client's behalf, developing and implementing treatment plans with assigned families, crisis intervention.

New Hampshire Catholic Charities, Inc. Manchester and Keene, NH

Social Worker

August 1979 – May 1983

Responsible for the delivery of clinical, social and parish outreach services.

Cooperative Extension Services, Milford, NH

Program Assistant

May 1978- June 1979

Responsible for planning and implementing volunteer recruitment programs for Hillsborough County.

Main Street House, Noank, CT

Assistant Director

August 1976 – October 1977

A group home for teenage girls, ages 14 though 18.

EDUCATIONAL BACKGROUND:

Graduate course work in Public Health, University of NH, Manchester 2000- 2002

Health Administration, New Hampshire College, Manchester, NH 1994

Graduate courses in counseling at Connecticut College, New London, CT 1979-1980

University of New Hampshire, Durham, NH,
B.A., Social Work, Providence College, Providence, R.I.

In-service training/conferences: PDD/Autism, A-D/HD, Family Support, Genetics, Spectrum of Developmental Disabilities, Johns Hopkins University, CHAD Child Maltreatment Conferences

References available upon request.

Contractor Name: Manchester Community Health Center

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Kris McCracken	Chief Executive Officer/ President	\$153,005	0%	\$153,005
Michele Croteau	Chief Financial Officer	\$113,298	0%	\$113,298
Gavin Muir	Chief Medical Officer	\$206,565	0%	\$206,565
Diane Trowbridge	Chief Operating Officer	\$104,998	0%	\$104,998
Janet Clark	Director of Special Medical Programs	\$66,194	100%	\$66,194



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Bent

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF DEVELOPMENTAL SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4488 1-800-852-3345 Ext. 4488
Fax: 603-271-4902 TDD Access: 1-800-735-2964

May 28, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community-Based Care Services, Bureau of Developmental Services, Special Medical Services Section, to enter into an agreement not to exceed \$2,673,582.41 with Child Health Services, 1245 Elm Street, Manchester NH 03101, to provide five distinct services:

- a. Community-Based Care Coordination Services
- b. FACETS of Epilepsy Care Services
- c. Child Development Program
- d. Neuromotor Disabilities Clinical Program
- e. Comprehensive Nutrition Network

for children with neuromotor disabilities, epilepsy, and other special health care needs, their families and caregivers, effective July 1, 2013 or date of Governor and Council approval, whichever is later, through June 30, 2015.

Summary of contract amounts by service:

Service	Amount
Community-Based Care Coordination Services	\$398,532.24
FACETS of Epilepsy Care in New Hampshire	\$153,282.79
Child Development Program	\$1,030,373.80
Neuromotor Disabilities Clinical Program	\$538,550.10
Comprehensive Nutrition Network	\$552,843.48
Total	\$2,673,582.41

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Years 2014 and 2015 upon the availability and continued appropriation of funds in the future

70% General , 30% Federal

operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

Please see attachment for fiscal details

EXPLANATION

Pursuant to this agreement, the Contractor will be providing five distinct services, Community-Based Care Coordination, FACETS of Epilepsy Care Services, Child Development Program, Neuromotor Disabilities Clinical Program, and a Comprehensive Nutrition Network.

Care Coordination: The program will provide community-based care coordination services to children identified with special health care needs and their families residing in Hillsborough, Rockingham and Strafford Counties. Staff will provide families with the information and support they need to understand their child's condition and to make informed decisions about a plan of care that can be carried out in their home community. Families report difficulties in implementing health regimens at home because they are not familiar with their local resources. This effort builds upon the goals of the Department to provide access to appropriate and comprehensive health care services and, the Division of Community-Based Care Services' objective to expand community-based care coordination services to children with special health care needs. It is estimated that a total of 150-180 children will be served during SFY 2014-2015.

FACETS of Epilepsy Care: The program responds to the identified needs of children and youth with epilepsy utilizing innovative strategies and promising practices within the State of New Hampshire. This will be achieved by integrating into the current system of care a focus on creating an alliance between coordination of care efforts including family / youth involvement in health care design statewide (*Included in Care Coordination Scope of Services*).

Planned goals / outcomes include:

- Improvement of the ease of use of the system of care for children and youth with epilepsy in NH through.
 - Provision of education for community providers, clinicians and families regarding standards of epilepsy care
 - Creation of web-based resources to increase awareness/understanding of epilepsy
 - Technical assistance to clinical/community providers to enhance communication procedures across all domains impacting children and youth with epilepsy/seizure disorders and.
 - Development and dissemination of tools/resources for co-management of care.
- Increased parent and youth involvement in health care design to facilitate family-centered approaches and advancement of medical home components.

It is estimated that 1294 children with epilepsy, between the ages of 0 and 18, will benefit from these activities.

Child Development Program Network: This program provides regionally-based and family-centered diagnostic evaluation and consultation service to families, pediatricians, and local agencies, including local school districts and preschool programs serving children from birth through seven years of age suspected or at risk for altered developmental progress. Primary clinic sites in this agreement are Central New Hampshire VNA and Hospice in Laconia, the Weeks Medical Center in Lancaster and at Child Health Services in Manchester. The goal of the New Hampshire Child Development Program is to promote the physical, cognitive, and emotional

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 28, 2013
Page 3 of 5

well being of all New Hampshire infants and children (aged zero to seven) who are at risk or already exhibiting developmental irregularities or special health care needs.

The model of service delivery consolidates clinical evaluation services of children and families in three locations for economy of scale and long-term stability of the medical evaluation teams. Consultation services are provided to the local community by members of the medical evaluation teams for school observations, behavior management training, and technical assistance needs.

It is estimated that 800 – 1,000 children will be served during SFY 2014 - 2015.

Neuromotor Disabilities Clinical Program: This program provides for Pediatric Orthopedic Specialists, who will perform physical examinations and other diagnostic tests as necessary as part of the assessment process at scheduled Neuromotor Disabilities Clinics and Nurse Coordinators, who will function as a member of the Neuromotor Disabilities Clinical Program Team. Members of the team provide consultation services to the local community for school observations and technical assistance related to the complex needs of children with neuromotor problems.

The Nurse Coordinators will have primary responsibility for establishing and/or coordinating the plan and management of clinic and community-based health care, and shall ensure continuity and follow-ups of children with neuromotor handicaps and their families at the assigned regional project sites. One Nurse Coordinator shall provide the services to children and families assigned to the Manchester Neuromotor Clinic; the second Nurse Coordinator shall provide the services to children and families assigned to the Lebanon, Keene, Derry and Concord Neuromotor Clinics.

The model of service delivery consolidates clinical evaluation services of children and families in community-based locations for economy of scale and long-term stability of the medical evaluation team.

It is estimated that a total of 200 - 225 children and families will be served during SFY 2014-2015.

Comprehensive Nutrition Network: The program plans, develops, and evaluates comprehensive nutrition services for children with special health care needs, and trains and maintains a staff of regional pediatric nutritionists. Program staff will supervise professional staff, provide quarterly in-service trainings, coordinate services with other State and community agencies, and provide education for community groups. Staff will also provide nutrition assistance to the Manchester Dartmouth-Hitchcock Clinic Cystic Fibrosis Clinic Team and support to the community-based nutritionists who provide nutrition services to children with cystic fibrosis and their families.

The program also provides for identification and training of regional nutritionists to provide services to this population of children along with the development of educational materials. The outcome of this initiative is to assure that families have access to a community-based nutritionist trained in pediatrics, with special knowledge and expertise in the nutritional needs of children with cystic fibrosis.

Program staff shall perform a quality assurance audit of nutrition services provided by Special Medical Services Section community-based nutrition providers. Findings will assist the Department in planning in-service trainings and continuous quality improvements in the operation of the statewide Nutrition, Feeding and Swallowing Program for children with special health care needs and their families. The Department plans to

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May 28, 2013
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evaluate the impact of this service based on parent satisfaction, and the extent to which the child achieves positive nutrition outcomes.

It is estimated that a total of 600 children will require 3,000 service visits during SFY 2014 - 2015.

Bid and Selection Process

Request for Proposals for each individual service (Child Development Program, Community-Based Care Coordination, Nurse Coordinators to Staff Neuromotor Disabilities Program Specialty Clinics, Comprehensive Nutrition Network for Children and Youth with Special Health Care Needs), were posted on the Department of Health and Human Services Website, between January 16, 2013 and January 25, 2013.

As a result, the Department received the following proposals:

- Child Development Program Network-
 - Child Health Services, Inc. for Laconia, Lancaster and Manchester sites
 - Mary Hitchcock Memorial Hospital for Lebanon site only
- Community-Based Care Coordination Services-
 - Child Health Services, Inc. for Hillsborough, Rockingham and Strafford Counties
 - Concord Regional Visiting Nurse Association for Merrimack County
- Neuromotor Disabilities Program Specialty Clinics-
 - Child Health Services, Inc. for Keene, Lebanon, Derry and Manchester sites.
 - Coos County Family Health Services, Inc., for the Berlin site only.
- Comprehensive Nutrition Network-
 - Child Health Service, Inc., for provision of the service statewide.

After a thorough review of all proposals by the evaluation committee, Child Health Services, Inc. was selected to provide:

- Child Development Clinic services at the Laconia, Lancaster and Manchester sites.
- Community Care Coordination services to families residing in Hillsborough, Rockingham and Strafford counties.
- Nurse Coordinator services for the Neuromotor Specialty Clinics at the Keene, Lebanon, Derry, Concord and Manchester sites.
- Comprehensive Nutrition Network for the entire State of New Hampshire.

A Bid Summary showing a comparison of the Child Health Services' proposals to all other proposals in these categories is attached.

The Division of Community-Based Care Services has been contracting with Child Health Services for provision of services for fourteen years. The Division is pleased with the performance of Child Health Services under previous agreements.

This agreement contains a provision to extend this award for two additional years subject to availability of funding, mutual agreement by the parties and approval by the Governor and Executive Council.

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' and the Honorable Council
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Area served for Child Development Network: Statewide with clinics in Coos, Belknap and Hillsborough Counties.

Area served for Community-Based Care Coordination: Hillsborough, Rockingham and Strafford counties

Area served for Neuromotor Disabilities Clinics: Belknap, Carroll, Strafford, Rockingham, Sullivan, Grafton, Merrimack, Hillsborough and Cheshire Counties

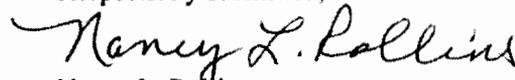
Area served for FACETS of Epilepsy Care in New Hampshire: Statewide

Area Served for Comprehensive Nutrition Network: Statewide.

Source of funds for all services is 30% Federal and 70% General Funds, Title V Block Grant Funds, with the exception of FACETS of Epilepsy Care in NH, which is 100% Federal Funds.

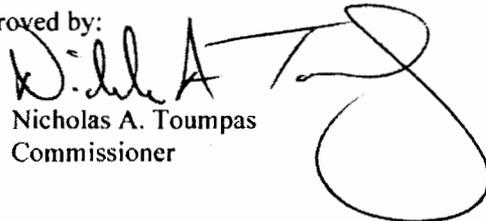
In the event that Federal funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

FINANCIAL DETAIL

Child Health Services, Inc. (Vendor #177266-B002)

PROGRAM AREA- Community-Based Care Coordination

05-95-93-930010-5191 HEALTH AND SOCIAL SERVICES: DEPT. OF HEALTH AND HUMAN SERVICES, HHS: DEVELOPMENTAL SERVICES-DIV OF, DIV OF DEVELOPMENTAL SVSC, SPECIAL MEDICAL SERVICES

Appropriation Number	Description	SFY 2014 Amount	SFY 2015 Amount	TOTAL
561-500911	Specialty Clinics	\$199,266.12	\$199,266.12	\$398,532.24

PROGRAM AREA- FACETS of Epilepsy Care in New Hampshire

05-95-93-930010-5949 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: DEVELOPMENTAL SERVICES-DIV OF, DIV OF DEVELOPMENTAL SVSC, SPECIAL MEDICAL SERVICES

Appropriation Number	Description	SFY 2014 Amount	SFY 2015 Amount	TOTAL
102-500731	Contracts for Program Services	\$153,282.79	\$0.00	\$153,282.79

PROGRAM AREA- Child Development Program Network

05-95-93-930010-5191 HEALTH AND SOCIAL SERVICES: DEPT. OF HEALTH AND HUMAN SERVICES, HHS: DEVELOPMENTAL SERVICES-DIV OF, DIVISION OF DEVELOPMENTAL SERVICES, SPECIAL MEDICAL SERVICES

Appropriation Number	Description	SFY 2014 Amount	SFY 2015 Amount	TOTAL
561-500911	Specialty Clinics	\$515,186.90	\$515,186.90	\$1,030,373.80

PROGRAM AREA- Neuromotor Disabilities Clinical Program

05-95-93-930010-5191 HEALTH AND SOCIAL SERVICES: DEPT. OF HEALTH AND HUMAN SERVICES, HHS: DEVELOPMENTAL SERVICES-DIV OF, DIV OF DEVELOPMENTAL SVSC, SPECIAL MEDICAL SERVICES

Appropriation Number	Description	SFY 2014 Amount	SFY 2015 Amount	TOTAL
561-500911	Specialty Clinics	\$269,275.05	\$269,275.05	\$538,550.10

PROGRAM AREA- Comprehensive Nutrition Network

05-95-93-930010-5191 HEALTH AND SOCIAL SERVICES: DEPT. OF HEALTH AND HUMAN SERVICES, HHS: DEVELOPMENTAL SERVICES-DIV OF, DIV OF DEVELOPMENTAL SVSC, SPECIAL MEDICAL SERVICES

Appropriation Number	Description	SFY 2014 Amount	SFY 2015 Amount	TOTAL
562-500912	Children with Special Health Care Needs Assistance	\$276,421.74	\$276,421.74	\$552,843.48

Child Development Program

Service Area	Agency Name	Average Bid Score	Contract Award SFY 2014	Contract Award SFY 2015
Manchester (Keene satellite), Lancaster and Laconia Sites	Child Health Services, Inc.	90	\$515,186.90	\$515,186.90
Lebanon Site	Mary Hitchcock Memorial Hospital	85	\$137,649.49	\$137,649.49

Community Care Coordinators for Special Needs Children

Service Area	Agency Name	Average Bid Score	Contract Award SFY 2014	Contract Award SFY 2015
Rockingham, Hillsborough and Strafford Counties	Child Health Services, Inc. (with FACETS activities)	90	\$199,266.12 (\$153,282.79)	\$199,266.12 (\$0.00)
Merrimack County	Concord Regional Visiting Nurse Association	92	\$61,806.01	\$61,806.01

Nurse Coordinators for the Neuromotor Specialty Clinics

Service Area	Agency Name	Average Bid Score	Contract Award SFY 2014	Contract Award SFY 2015
Concord, Manchester, Derry, and Lebanon/Keene Neuromotor Clinics	Child Health Services, Inc.	88	\$269,275.05	\$269,275.05
Berlin Neuromotor Clinic	Coos County Family Health Services, Inc.	84	\$21,166.00	\$21,166.00

Comprehensive Nutrition Network for Children with Special Health Care Needs

Service Area	Agency Name	Average Bid Score	Contract Award SFY 2014	Contract Award SFY 2015
Statewide	Child Health Services, Inc.	93	\$276,421.74	\$276,421.74
	No other bidders			

SCORING SUMMARY SHEET

REQUEST FOR APPLICATIONS

CHILD DEVELOPMENT PROGRAM NETWORK

Applicant: *Child Health Services

Clinic Locations: Manchester (with Keene satellite), Lancaster, & Laconia

	Total Available	Average Score
1. Agency Capacity	(40 points)	<u>37</u>
2. Program Structure/Plan of Operation	(45 points)	<u>42</u>
3. Budget and Justification	(10 points)	<u>7</u>
4. Format	(5 points)	<u>4</u>
TOTAL	(100 points)	<u>90</u>

Reviewers:

Diane McCann, RN, MS, PNP, Retired State Employee. (Previously had been Clinical Coordinator for Special Medical Services.)

Diana Dorsey, MD, Pediatric Consultant, Special Medical Services Section

Alicia M. L'Esperance, BS/BA, Program Manager, Partners in Health Program.

*This was the only proposal received, for the Child Development Program Network, for these service areas.

SCORING SUMMARY SHEET

REQUEST FOR APPLICATIONS

**COMMUNITY BASED CARE COORDINATORS FOR
CHILDREN WITH SPECIAL NEEDS**

Applicant: *Child Health Services
Counties: Hillsborough, Rockingham & Strafford

	Total Available	Average Score
1. Agency Capacity	(40 points)	<u>39</u>
2. Program Structure/Plan of Operation	(45 points)	<u>40</u>
3. Budget and Justification	(10 points)	<u>7</u>
4. Format	(5 points)	<u>4</u>
TOTAL	(100 points)	<u>90</u>

Reviewers:

Diane McCann, RN, MS, PNP, Retired State Employee. (Previously had been Clinical Coordinator for Special Medical Services.)

Jane Hybsch, RN BSN MHA, Administrator, Medicaid Care Management Programs, Office of Medicaid Business and Policy. (Former Administrator, Special Medical Services.)

Alicia M. L'Esperance, BS/BA, Program Manager, Partners in Health Program.

* This was the only proposal received, for Community Based Care Coordination for Children with Special Needs, for these service areas.

SCORING SUMMARY SHEET

REQUEST FOR APPLICATIONS

NEUROMOTOR DISABILITIES CLINICAL PROGRAM

Applicant: *Child Health Services
Sites: Manchester, Derry, Lebanon/Keene, and Concord

	Total Available	Average Score
1. Individual Qualification/Capacity	(5 points)	<u>3</u>
2. Clinical Experience	(10 points)	<u>9</u>
3. Organizational Experience	(10 points)	<u>10</u>
4. Capacity to Perform Scope of Services	(20 points)	<u>18</u>
5. Letters of Support/Reference/CV	(10 points)	<u>10</u>
6. Service Description	(30 points)	<u>27</u>
7. Budget Plan/Cost for Services Rendered	(10 points)	<u>8</u>
8. Format	(5 points)	<u>4</u>
TOTAL	(100 points)	<u>88</u>

Reviewers:

Diane McCann, RN, MS, PNP, Retired State Employee. (Previously had been Clinical Coordinator for Special Medical Services.)

Jane Hybsch, RN BSN MHA, Administrator, Medicaid Care Management Programs, Office of Medicaid Business and Policy. (Former Administrator, Special Medical Services.)

Alicia M. L'Esperance, BS/BA, Program Manager, Partners in Health Program.

*This was the only proposal received, for the Neuromotor Disabilities Clinical Program, for these service areas.

SCORING SUMMARY SHEET

REQUEST FOR APPLICATIONS

COMPREHENSIVE NUTRITION NETWORK FOR CHILDREN WITH SPECIAL HEALTH CARE NEEDS

Applicant: *Child Health Services
Statewide Services

	Total Available	Average Score
1. Agency Capacity	(40 points)	<u>40</u>
2. Program Structure/Plan of Operation	(45 points)	<u>41</u>
3. Budget and Justification	(10 points)	<u>7</u>
4. Format	(5 points)	<u>5</u>
TOTAL	(100 points)	<u>93</u>

Reviewers:

Diane McCann, RN, MS, PNP, Retired State Employee. (Previously had been Clinical Coordinator for Special Medical Services.)

Diana Dorsey, MD, Pediatric Consultant, Special Medical Services Section

Alicia M. L'Esperance, BS/BA, Program Manager, Partners in Health Program.

*This was the only proposal received for the Comprehensive Nutrition Network for Children with Special Health Care Needs.

CERTIFICATE OF VOTE/AUTHORITY

I, Laurie Glaude, Board Clerk of Child Health Services, do hereby certify that:

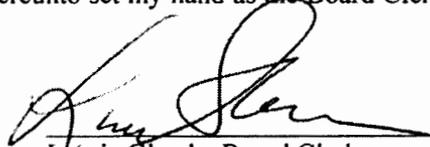
1. I am the duly elected Board Clerk of Child Health Services;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of Child Health Services, duly held on February 6, 2013.

RESOLVED: That this Corporation may enter into any and all contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, acting through its Department of Health and Human Services.

RESOLVED: That the Medical Director is hereby authorized on behalf of this Corporation to enter into said contracts with the State, and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate. Lisa DiBrigida, MD is the Medical Director of the Corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 31, 2013.

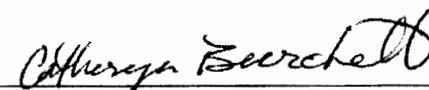
IN WITNESS WHEREOF, I have hereunto set my hand as the Board Clerk of Child Health Services this 31st day of May, 2013.


Laurie Glaude, Board Clerk

STATE OF NH

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 31st day of May, 2013 by Laurie Glaude in his/her capacity as Board Clerk of Child Health Services, on behalf of said entity.


Notary Public/Justice of the Peace
My Commission Expires: **CATHERYN BURCHETT, Notary Public**
~~My Commission Expires August 19, 2014~~

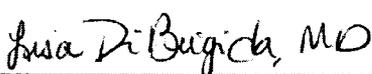
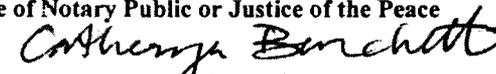
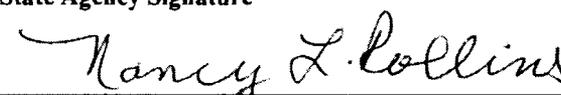
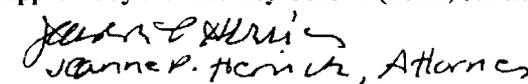
Subject: Child Development Prog., Community-Based Care Coord., Access of Epilepsy Care, Neuromotor Disabilities Clinics, Nutrition Network

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Special Medical Services Section Bureau of Developmental Services Division of Community Based Care Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Child Health Services		1.4 Contractor Address 1245 Elm Street Manchester, NH 03101	
1.5 Contractor Phone Number 603-606-5456	1.6 Account Number 05-95-93-930010-5191-561-500911,5149-102-500731,562-500912	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$2,673,582.41
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		1.10 State Agency Telephone Number 603-271-8181	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Lisa DiBrigida, Medical Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>4/30/13</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  [Seal] CATHERYN BURCHETT, Notary Public My Commission Expires August 19, 2014			
1.13.2 Name and Title of Notary or Justice of the Peace Catheryn Burchett			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Associate Commissioner	
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) By:  Janne P. Henrich, Attorney On: <u>4 June 2013</u>			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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.

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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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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

Contractor Initials: RAO
Date: 4/30/13

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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.

NH Department of Health and Human Services

STANDARD EXHIBIT A

SCOPE OF SERVICES

DATE: April 30, 2013

CONTRACT PERIOD: July 1, 2013 to June 30, 2015

CONTRACTOR:

NAME: Child Health Services

ADDRESS: 1245 Elm Street
Manchester, NH
03101

TELEPHONE: 603-606-5456

FAX: 603-622-7680

EMAIL: jclark@childhealthservices.org

EXECUTIVE DIRECTOR: Lisa DiBrigida, Medical Director

I. Community-Based Care Coordination Services

Community-Based Care Coordination Services contracted through the Special Medical Services Section will focus on providing coordinated, culturally-sensitive, family-centered and community-based care for children and youth with special health care needs (birth through 21 years of age) and their families.

I General Provisions:

- 1.1 The Community Care Coordinator shall take primary responsibility for establishing and/or coordinating the plan and management of community-based health care, and ensuring continuity and follow-ups for children with special health care needs.
- 1.2 Management consists of assessment, planning, implementation and evaluation of health/medical services delivered.

- 1.3 The coordinator consults with the Special Medical Services Section regarding planning, resource location and coordination of community-based consultations, diagnostics and care planning for individual cases.
 - 1.4 Program activities include attendance at monthly community-based care coordinator meetings at State Office in Concord as well as meetings held at other locations, and additional activities as assigned by the Administrator or designee of the Special Medical Services Section.
 - 1.5 In the event of a vacancy in any of the Community Care Coordinator positions, the Contractor shall recruit for the position(s). The Special Medical Services Section shall maintain final approval in the selection process.
 - 1.6 In addition, the Special Medical Services Section retains the right to reorganize services to ensure continuity of service delivery.
 - 1.7 The Coordinator provides documentation of program accomplishments and clinical statistics through the reporting mechanism established by the Special Medical Services Section administrative staff. He/She also completes an annual report of activities and identified needs in an approved format and timeframe. Additional information may be requested at any time during the contract period, which the Contractor shall be required to submit.
- 2 Required activities of the Community Care Coordinator shall include, but not be limited to, the following:
- 2.1 Coordinates, develops, plans and implements the health treatment plan for the individual's total health care needs by obtaining and incorporating information from clients, families and local service agencies, health care providers and schools; reviews medical reports and recommendations for the purpose of initiating and adapting local individualized care plans; and communicates these recommendations to local care providers, schools, families and local service agencies.
 - 2.2 Implements policies, procedures, standards and practices to maintain consistent, quality, effective and appropriate services.
 - 2.3 Obtains and provides information regarding community-based health care and school activities to facilitate integrated and organized planning for services to children.

- 2.4 Provides direct, on-site nursing coordination services through assessment, planning, implementation and evaluation of treatment/education plans, consultation visits to schools and local health providers, and/or at-home visits as a member of the health care team.
 - 2.4.1 Provides families with information on the application for Special Medical Services.
 - 2.4.2 Provides families with support in identifying and accessing resources for health coverage (e.g., NH Medicaid programs) and for financial assistance with health-related costs.
 - 2.4.3 Assesses developmental and health status of children (0-21) using standardized tests/observation techniques.
 - 2.4.4 Reviews requests for financial assistance for those eligible and makes determinations as to the authorization of payment for health-related costs consistent with the plan of care and the protocols of the Special Medical Services Section.
- 2.5 Works collaboratively with other disciplines in identifying and meeting the physical, developmental, psychological and emotional habilitation needs of children and youth with special health care needs.
- 2.6 Teaches and counsels children and their families about health conditions, and develops parent/client information materials, including wellness and injury prevention recommendations.
- 2.7 Advocates for the rights and needs of children who have special health care needs and their families.
- 2.8 Identifies and utilizes appropriate community resources to meet the needs of children and their families; and functions as a liaison among agency, family and team.
- 2.9 Plans, teaches and participates in seminars, training programs and conferences for individuals and/or groups of health professionals and the public in order to provide an understanding of the clinical condition and its effect on the child and family.
- 2.10 Provides consultation to children who have special health care needs, their families, other team members and community providers regarding management of health needs, promotion of autonomy, need for referral and continuity of service.
- 2.11 Maintains client record confidentiality information and assures that services are provided in accordance with policies and procedures of the Special Medical Services Section.
- 2.12 Promotes and participates in early case finding activities/education to assure prompt referral of infants and children with special health care needs.

- 2.13 Participates with the Special Medical Services Section to provide educational programs for families/health providers to upgrade their knowledge and skills.
- 2.14 Participates in the planning, development and evaluation of program goals and objectives in conjunction with the Special Medical Services Section administrative staff.
- 2.15 Participates with the Special Medical Services Section in developing, implementing and revising quality assurance activities and standards of care.
- 2.16 Attends coordinator meetings of the Special Medical Services Section.
- 2.17 Documents coordination/care management activities monthly and annually through timely completion and submission of encounter and activity data utilizing the format approved by the Special Medical Services Section.
 - 2.17.1 Utilizes the Special Medical Services Section care coordination documentation system for client care management and routinely updates the data system.
 - 2.17.2 Monitors and initiates with individuals and families the process of getting the Special Medical Services Section application completed annually.
 - 2.17.3 Completes an annual report (based on the State Fiscal Year) of activities and identified needs in a format and timeframe approved by the Special Medical Services Section.

3 Required activities of the FACETS of Epilepsy Care in NH project shall include, but not be limited to, the following:

- 3.1 Works with the Special Medical Services Section's administrative staff to supervise activities of the project. Participation in the activities of the Core Outcomes group, including all aspects related to coordinator activities and consultation.
- 3.2 Planning, organization and oversight of the FACETS meetings for past Implementation grant partners as well as those in current phase of the project including participation and financial oversight.
- 3.3 Participates in educational trainings/forums for professionals (health care providers, childcare providers and school nurses) in collaboration with the project.
- 3.4 Participates in supporting Coordinator training and/or other statewide training initiatives.
- 3.5 Coordinates and obtains Pediatric consultation from a Dartmouth Liaison for trainings and project development.
- 3.6 Coordinates and incorporates the appropriate supports for Access to care for special populations.

- 3.7 Preparation of quarterly and annual reports of accomplishments, including service statistics; develops specific performance measures with benchmarks to monitor program accomplishments/effectiveness. Quarterly and annual reports shall be in a form acceptable to the Special Medical Services Section.

II. Child Development Program Network

The Child Development Program Network will focus on providing coordinated, culturally-sensitive, family-centered and community-based, comprehensive interdisciplinary assessments of children (from birth to 7 years of age) with developmental issues.

1. General Provisions:

- 1.1. The Contractor will consult with the Special Medical Services Section regarding planning, resource location and coordination of community-based services.
- 1.2. Program activities include attendance at scheduled Child Development Network Meetings, and additional activities as assigned by the Administrator or designee, Special Medical Services Section.
- 1.3. In the event of a vacancy in any of the positions, the Contractor shall recruit for the position(s). The Special Medical Services Section shall maintain final approval in the selection process.
- 1.4. In addition, the Special Medical Services Section retains the right to reorganize services in the event of a vacancy to ensure continuity of service delivery.
- 1.5. The Contractor will provide documentation of program accomplishments and clinical statistics through the reporting mechanism established by the Special Medical Services Section's administrative staff. Completes an annual report of activities and identified needs in an approved format and timeframe. Also, additional information may be requested at any time during the contract period, which the Contractor shall be required to submit.

2. Regional Team Composition and Coordination of Services

The Contractor shall identify developmental pediatrician(s), community-based psychologists, allied health providers and local coordinators to participate as members of the interdisciplinary team performing child assessments, and assisting in the establishment of a plan of care for the child and family in each Regional Project Site.

- 2.1. The Developmental Pediatrician(s) shall be licensed by the State of New Hampshire, Board of Registration in Medicine. He/She shall have completed fellowship training in child development, developmental disabilities, rehabilitative medicine or have equivalent training and experience. He/She shall have at least five (5) years experience working with families who have children with developmental issues and/or birth defects in a clinical setting.

- 2.1.1. He/She must have demonstrated strong interpersonal skills in communication with primary care physicians, local early intervention and education agencies, allied health professionals and families.
 - 2.1.2. He/She must be able and willing to travel within the region on assignment.
 - 2.1.3. He/She must be familiar with standardized cognitive assessments and their applicability to children with specific disabilities.
- 2.2. The Community-Based Psychologist shall be licensed by the New Hampshire Board of Examiners of Psychologists as a certified psychologist, and shall possess a Doctorate degree from a recognized college or university with a major emphasis in child psychology.
- 2.2.1. He/She shall have knowledge of the principles and practices of developmental and child psychology such as are required for assessment and treatment of infants and young children, birth to 7 years of age. Skill in behavioral observation, psychological testing (cognitive functioning), scoring and interpretation, consultation and counseling.
 - 2.2.2. He/She shall have ten (10) years experience in child psychology, three (3) of which should be serving high-risk infants, young children and their families within a family/developmental context.
 - 2.2.3. He/She must be able to work with children and other health professionals within a multidisciplinary framework.
 - 2.2.4. He/She must be able and willing to travel within the region on assignment.
 - 2.2.5. He/She shall work under the leadership of and take clinical direction from the Developmental Pediatrician at the Regional Project Site.
 - 2.2.6. Required Psychologist activities shall consist of, but not be limited to, the following:
 - a) Selects and administers psychological tests and other diagnostic procedures, including techniques for measuring functioning, as part of the assessment process at assigned regional child development clinics.
 - b) Records, scores, analyzes and interprets psychological tests and observations of child's behavior. Prepares interpretive reports to be included as part of the child development evaluation report of findings and recommendations of care.
 - c) Participates as a member of the child development diagnostic evaluation/consultation team as appropriate in the child/family-centered conference.
 - d) Meets with appropriate school personnel for observation of the child in the classroom, or in consultation about behavior problems of concern in school.
 - e) Represents the consultation team and/or regional community team in interagency or school conferences as appropriate in planning for community services on behalf of children and families seen at the Regional Project Site or community-based program.

3. Required Contractor activities shall include, but not be limited to, the following:

3.1. The Contractor shall identify an individual at the Regional Project Site to be the Regional Child Development Coordinator.

3.1.1. Minimum Qualifications: The Regional Child Development Coordinator shall be a nurse, social worker or early childhood educator with at least five (5) years experience in working with families and young children in a coordinator role.

3.1.2. Required activities of the Regional Child Development Coordinator shall include, but may not be limited to, the following:

3.1.3. Clinical Assessment:

- a) Processing referrals, gathering appropriate health, developmental and educational information, and scheduling for services.
- b) Providing information and support to the family from the initial referral to discharge.
- c) Summarizing pertinent data to other team members prior to evaluation.
- d) Preparing and integrating the family assessment into the evaluation and clinical report.
- e) Assuring accuracy, organization and completeness of final clinic reports.
- f) Assuring and monitoring the follow-up of team recommendations.
- g) Maintaining client records and confidentiality.

3.1.4. Community Relations:

- a) Informing and interpreting to other community agencies the Regional Child Development Program's philosophy and policies.
- b) Working with the Child Development consultation team and/or regional community team to utilize community resources for children and families; knowledge of area resources.
- c) Assuring the Regional Child Development Program's representation in appropriate community-based interagency planning groups.

3.1.5. Program Management:

- a) Systematic organizing of the intake, scheduling and record keeping process.
- b) Supervising support staff to carry out delegated functions.
- c) Arranging for an appropriate facility for clinic and/or community consultation.
- d) Facilitating consultation team and/or regional community team interaction at clinic and/or at community site visits.
- e) Participating in program planning at the Special Medical Services Section's evaluation of child development services.
- f) Participating in scheduled Statewide Child Development Program Network meetings to include planning and evaluation of the coordinator role and activities.
- g) Conducting an annual survey of parent satisfaction with services.

3.2. Services of the Regional Child Development Team shall include the following activities, as appropriate, on behalf of each referred child and family, and shall be provided in cooperation with the primary care physician who is serving the child, and other local human service/education agencies.

3.2.1. Early Identification/Case finding of Infants/Young Children Diagnosed or At Risk for Altered Developmental Progress or Irregularities

- a) Provide outreach to the local primary care physicians and other community-based agencies within each Regional Project Site. Outreach methodology shall be defined by the Contractor as appropriate to each child, family and community.

3.2.2. Diagnostic Evaluation Services to Referred Infants/Young Children Using a Family-Centered Approach

3.2.3. Intake Assessment:

- a) The Regional Child Development Coordinator shall accept all referrals, and collect health records and educational/developmental information for use in service plan development, and for identifying additional referral needs and future service provisions.
- b) The Regional Child Development Coordinator shall collect family information through the completion of a questionnaire, direct interview and/or home visit.
- c) Once intake information is completed, the Regional Child Development Coordinator shall complete an initial data sheet on the child and family, and distribute the information to members of the Child Development Team.

3.2.4. Triage Procedures

- a) The Regional Child Development Team shall meet to determine disposition of referrals and services to be provided.
- b) In response to early intervention entitlement under Part C, 0-3 year old referrals shall be triaged in accordance with the following: referral by the primary care physician; referral by the Area Agency/Early Intervention Program; or second opinion by the family.

3.2.5. Evaluation Services:

- a) At a minimum, the diagnostic evaluation shall consist of the following: pediatric neurodevelopment examination; an assessment of current developmental functioning; a cognitive evaluation; and a family assessment. A review of the child's current educational and treatment program will be completed when indicated. Other evaluations may be done at the discretion of the Regional Child Development Team.
- b) Efforts shall be made to integrate past data and to avoid duplication of evaluations previously performed by other physicians and/or professionals.

- c) Invitations to attend the evaluation with the family's consent shall be extended to the primary care physician or other individuals as appropriate.
- d) The Regional Child Development Team shall prepare a written report of the diagnostic evaluation documenting findings and determining the types of services that will assist the family in managing the health, developmental or educational needs of the child as well as the family. Reports shall be disseminated to parents and appropriate community professionals as designated by the family in a timely fashion.

3.2.6. Consultation, Education, Technical Assistance to other Community Agencies

- a) As appropriate for each child and family, alternative services to the diagnostic evaluation may be requested by the referring agency and may include the following: observation of the child at school, home or day care setting; individual consultation with families and/or community-based providers; or in-service and technical assistance for community-based professionals. These services shall be reviewed and approved by the consultation team and/or regional child development team based on triage criteria.
- b) Integration of a member of the consultation team and/or regional child development team into the local community developmental or educational team for the purpose of evaluation of a particular child and family.
- c) Referral to other specialty care providers and review of findings to determine further need for diagnostic evaluation services.

3.3. Accountabilities:

- 3.3.1. The Contractor shall document collaboration by indicating individuals present at team evaluation, consultation/TA meeting, and/or record review and their agency affiliation (Encounter Form).
- 3.3.2. The Contractor shall document family involvement by count of number of face-to-face encounters with family members (Encounter Form).
- 3.3.3. The Contractor shall submit monthly reports and encounter forms to the Special Medical Services Section for statistical compilation to include:
 - a) Direct Services:
 - Completed Client Data sheets ("Short Application") for all children receiving services
 - Number of direct (hands-on) diagnostic evaluations performed with full consultation team complement.

- Number of evaluations performed by each consultation team member in concert with a community-based program.
 - Number of parent/school conferences held and who attended.
 - Number of outreach consultations to local MD's and method.
- b) Consult/Technical Assistance/Education:
- Number of consults provided and to whom.
 - Number of in-services/trainings/educational sessions presented to include topic/who presented/who attended (agency affiliation) and location.
- c) Community Planning Meetings:
- Number of community planning meetings held to include who attended (agency affiliation) and outcome.

3.4. Completes an annual report of accomplishments and activities.

III. Nurse Coordinators for the Neuromotor Disabilities Program Specialty Clinics

The Nurse Coordinators for the Neuromotor Disabilities Program Specialty Clinics contracted with the Special Medical Services Section will focus on providing coordinated, culturally-sensitive, family-centered and community-based, comprehensive assessments of children (from birth to 21years of age) with Neuromotor disabilities.

1. General Provisions:

- 1.1. The Contractor will consult with the Special Medical Services Section regarding planning, resource location and coordination of community-based services.
- 1.2. Program activities include participation in the Neuromotor Team Meetings, and additional activities as assigned by the Administrator or designee, Special Medical Services Section.
- 1.3. In the event of a vacancy in any of the positions, the Contractor shall recruit for the position(s). The Special Medical Services Section shall maintain final approval in the selection process.
- 1.4. In addition, the Special Medical Services Section retains the right to reorganize services to ensure continuity of service delivery.
- 1.5. The Contractor will provide documentation of program accomplishments and clinical statistics through the reporting mechanism established by the Special Medical Services Section's administrative staff. Completes an annual report of activities and identified needs in an

1.6. approved format and timeframe. Also, additional information may be requested at any time during the contract period, which the Contractor shall be required to submit.

2. Required activities of the Nurse Coordinator shall include, but not be limited to, the following:

2.1. The Nurse Coordinator shall function as a member of the Neuromotor Disabilities Program and take primary responsibility for establishing and/or coordinating the plan and management of clinic and community-based health care, and ensuring continuity and follow-ups for children with neuromotor handicaps and their families.

2.1.1. Management consists of assessment, planning, implementation and evaluation of health/medical services delivered.

2.2. Neuromotor Disabilities Program to include attendance at assigned Neuromotor Clinics and additional activities as assigned by the Administrator, Special Medical Services Section.

2.2.1. The anticipated annual schedule of clinics is:

Berlin	4 clinics
Lebanon/Keene	12 clinics
Manchester	12 clinics
Derry	24 clinics
Concord	12 clinics

2.3. Coordinates, plans and implements the medical treatment plan for the individual's health care needs by obtaining and incorporating information from clients, families and service agencies; reviews medical reports and writes health and social history summaries and team recommendations for the purpose of initiating individualized care plans; and communicates these recommendations to local care providers, families and service agencies.

2.4. Recommends, develops and monitors clinical policies, procedures and standards for the specialty program to maintain consistent, quality, effective and appropriate services.

2.5. Manages multidisciplinary team clinics in the assigned medical specialty program. This includes scheduling and attending clinics, directing team activities and serving as a liaison between team, community providers and families. This results in the provision of integrated and organized services to children.

2.6. Provides information regarding community-based care and school activities to team members to facilitate integrated and organized services to children.

- 2.7. Provides direct, on-site specialty nursing care through assessment, planning, implementation and evaluation of treatment/education plans at clinics and/or home visits as a member of the health care team.
- 2.8. Provides families with information on the application for Special Medical Services.
- 2.9. Provides families with support in identifying and accessing resources for health coverage (e.g., NH Medicaid programs) and for financial assistance with health-related costs.
- 2.10. Consults with hospital-based discharge planning personnel regarding resources, and coordination of community-based consultations, diagnostics and care planning.
- 2.11. Works collaboratively with other disciplines in identifying and meeting the physical, developmental, psychological and emotional habilitation needs of children with neuromotor disabilities.
- 2.12. Demonstrates specialized clinical techniques and education to professional/non-professional caregivers in order to relay specialty knowledge.
- 2.13. Attends and participates in advisory and group meetings to evaluate program needs and develop long-range program goals.
- 2.14. Assesses developmental and health status of children (0-21) using standardized tests/observation techniques.
- 2.15. Teaches and counsels children and families about health condition, and develops patient/client informational materials.
- 2.16. Advocates for the rights and needs of children who are disabled and their families.
- 2.17. Identifies, recommends, coordinates and utilizes available community resources to meet the needs of children and their families, and functions as a liaison among agency, family and team so that health care is accessible to all children.
- 2.18. Plans, teaches and participates in seminars, clinical training programs and conferences for individuals and/or groups of health professionals and the public. This provides an understanding of the clinical condition and its effect on the child and family.
- 2.19. Provides nursing consultation to children who are disabled, their families, other team members and community providers regarding management of health needs, promotion of autonomy, need for referral and continuity of service.
- 2.20. Maintains and updates client records and assures confidentiality of information that services are provided in accordance with policies and procedures of the Special Medical Services Section, NH Department of Health & Human Services.

- 2.21. Participates with team members to provide educational programs for families/health providers to upgrade their knowledge and skills.
- 2.22. Participates in the planning, development and evaluation of program goals and objectives with the Special Medical Services Section's administrative staff.
- 2.23. Participates with the Special Medical Services Section in developing, implementing and revising quality assurance activities and standards of care.
- 2.24. Attends Neuromotor Coordinator Meetings of the Special Medical Services Section when possible.
- 2.25. Documents coordination/care management activities monthly through phone logs, activity reports, client contacts/encounter sheets, and submits these reports monthly to the Special Medical Services Section, and completes an annual report all in a timely fashion for payment.
- 2.26. Meets with the Special Medical Services Section's administrative staff to jointly plan, evaluate and integrate formal educational program activities with job responsibilities as scheduled.
- 2.28. Completion of an annual report of fiscal year activities and program accomplishments.

IV. Comprehensive Nutrition Network (CNN)

The Comprehensive Nutrition Network (CNN) will focus on providing community-based services to children with special health care needs, birth through 21 years of age, and their families. The CNN will include, at a minimum, a staff of Pediatric Dietitians for the State of New Hampshire, and staff for Program Coordination, Clinical Management, Intake and Referral Services, Program Evaluation and Third-Party Administration for Nutrition Services. The same individual may hold more than one of the roles designated herein, or one role may be held by a single individual to meet the needs of the program and plan of work.

1. General Provisions

- 1.1 The **Contractor** is responsible for providing home or community nutritional assessments, intervention and ongoing monitoring of the growth and health status of children accepted for services by the CNN and Special Medical Services (SMS).
- 1.2 The **Contractor** must assure that Pediatric Dietitians that comprise the CNN are available for consultation and technical assistance to all SMS community-based coordinators and clinic coordinators.
- 1.3 The **Contractor** shall coordinate and collaborate whenever possible with other service providers within the community. At a minimum, such collaboration will include the Feeding and Swallowing Services for Children with Special Health Care Needs (SMS)

contract). Efforts shall include collaborative training, joint planning for shared clients, interagency referrals and coordination of care.

- 1.4 The **Contractor** must provide reports on a quarterly and annual basis regarding program census, activities, QA activities and accomplishments through the reporting mechanism and in the timeframe established by the Special Medical Services Section's administrative staff. The **Contractor** must assure that data is inputted in a timely manner into the SMS Master File system. Additional information may be requested by SMS at any time during the contract period.
- 1.5 The **Contractor** should be available to develop or provide alternative means of service provision should there be an unmet need identified for a specific population of Children with Special Health Care Needs.
- 1.6 Program activities include attendance at meetings and activities as assigned by the Administrator of the Special Medical Services Section.
- 1.7 The **Contractor** will coordinate a system integrating public and private funding to sustain the availability of specialized nutrition services to children with special health care needs throughout the State.
 - Develop and maintain relationships with third-party insurance payers and public health funders.
 - Develop a system to negotiate and secure reimbursements for nutrition services, and serve as the paymaster for the established network of community-based providers' fee-for-service and training activities.
 - Establish and maintain the capacity to procure reimbursements via electronic billing systems.
- 1.8 In addition, the Special Medical Services Section retains the right to reorganize services to ensure continuity of service delivery.

2. Staffing Provisions

2.1 The **Contractor** must follow the staffing guidelines summarized below:

1. SMS should be notified in writing within one (1) month of hire of when a new Pediatric Dietitian is hired to work in the program. A resume of the employee shall accompany this notification.
2. In the event of a vacancy in any of the staff positions, the Contractor shall recruit for the position(s). The Special Medical Services Section shall maintain final approval in the selection process.

- 2.2 Resumes of all staff shall be submitted to SMS with the agency's application for funding.
 - 2.3 The **Contractor** shall make a request in writing to SMS before hiring new program personnel that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience and/or additional training.
 - 2.4 All Dietitians shall obtain, maintain and provide documentation of State of New Hampshire Dietetic License.
 - 2.5 All health professionals shall obtain and maintain an NPI number and credentialing with CAQH.
 - 2.6 Dietitians shall have a Bachelor's degree in nutrition science, foods and nutrition or home economics, or a Master's degree in nutrition science, nutrition education or public health nutrition, and current Registered Dietitian status in accordance with the Commission on Dietetic Registration of the American Dietetic Association.
 - 2.7 All Dietitian providers shall obtain, maintain and provide documentation of professional liability insurance.
3. Required activities of Pediatric Dietitians shall include, but not be limited to, the following:
- A. Obtain, evaluate and interpret the components of the comprehensive nutrition assessment, including medical and social histories, medications and nutrition-drug interactions.
 - B. Review and evaluate past and current anthropometric data.
 - C. Identify energy, protein, fluid and nutrient requirements.
 - D. Identify and interpret physical, psychosocial, cultural and economic environment as it relates to nutritional status.
 - E. Set measurable nutrition goals. Monitor effectiveness and modify or revise nutrition interventions and nutrition care plans (Medicaid requirement) as needed.
 - F. Provide nutrition counseling and/or education materials to meet individual medical, physical, cultural and psychosocial needs of children with special health care needs and their families.
 - G. Complete within 4 weeks of the date of assessment / follow-up, comprehensive written nutrition reports (using the template from the CNN Policy & Procedure Manual) which detail the nutrition assessment, measurable nutrition goals, recommendations and follow-up date.

Reports shall be available to families and health professionals designated by the family in the signed Medical Release Form.

H. Participate/Attend quarterly training activities with staff of the Feeding and Swallowing Services Program (SMS contract).

4. Required activities of the Nutrition Network Coordinator shall include, but not be limited to, the following:

A. Develop educational materials for use by families enrolled in SMS programs.

B. Maintain and update the policy and procedure manual for the CNN Program.

C. Provide trainings, workshops or presentations to other agencies serving children with special health care needs (e.g., home health care providers, DCYF, daycare providers, Early Support and Services, schools, parent support groups).

D. Collaborate, support and serve as a liaison to the DHMC-Manchester Pediatric Cystic Fibrosis Program.

E. Create and provide regional parent trainings on specific nutrition topics in collaboration with CNN staff and the SMS contracted Feeding and Swallowing Services Program, when appropriate.

F. Collaborate with the Feeding and Swallowing Services Program Manager, and SMS' Developmental Pediatricians in planning for the continual improvement of nutrition, feeding and swallowing services.

5. Required activities of the Intake and Referral Coordinator shall include, but not be limited to, the following:

A. Assume responsibility for all data regarding the program and ensure timely submission of all required reports. Assure that all children referred for nutrition and/or feeding and swallowing service are eligible for health services through SMS.

B. Compile needed/appropriate intake information from the referral source, families and community professionals and agencies; comply with all HIPAA (Health Insurance Portability and Accountability Act) guidelines, and secure records to ensure the privacy of children and families.

C. Ensure timely triage of all children referred for service and assignment of cases to the appropriate community-based coordinator.

- D. Provide families with information and referral to other community-based agencies providing services to the population of children with special health care needs; direct parents/caregivers to resources (including sources of payment) in both the private public sector.
- E. Compile and input data regarding the CNN Program as directed by the Program Coordinator.
- F. Assign the clinical caseload to Pediatric Dietitians associated with the CNN Program.
- G. Collaborate and provide professional support to New Hampshire programs serving children with diabetes.

6. Required activities of the Nutrition Network Coordinator and/or Intake and Referral Coordinator shall include, but not be limited to, the following:

- A. Design a quality assurance and/or evaluation plan for each year of said contract.
 - 1. Clarify the questions to be answered by the evaluation.
 - 2. Define the relevant criteria for sample selection.
 - 3. Develop the instruments necessary for an audit process, structured interview, family satisfaction survey or other methods necessary to complete the evaluation process.
 - 4. Establish timeframes for the implementation and completion of the quality assurance process/evaluation.
 - 5. Work with all CNN Program staff to ensure participation in the quality assurance/evaluation plan.
- B. Supervise the activities of all professional and support personnel associated with the CNN Program.
- C. Assure that Pediatric Dietitians associated with the CNN Program and professionals associated by SMS' contracted Feeding and Swallowing Services Program attends quarterly CNN Program meetings.
- D. Provide education and consultation to community provider's (e.g., clinical coordinators and physicians).

- E. Coordinate nutrition services with other State and community agencies (e.g. Early Support and Services, WIC, Headstart, VNA's, schools).
 - F. Assume responsibility for all data regarding the program and ensure timely submission of all required reports.
 - G. Provide consultation to Pediatric Dietitians including: accompanying on visits, consulting on the phone or via e-mail, orienting to the assigned region and other agencies that serve children with special health care needs.
 - H. Implement SMS Nutrition Standards within all direct service programs by educating and consulting to teams, clinical coordinators and consulting physicians.
7. Required activities of the Clinical Supervisor shall include, but not be limited to, the following:
- A. Oversee the reporting process for all new Pediatric Dietitians in the CNN Program
 - B. Review caseloads of all new Pediatric Dietitians, and review nutrition assessments to ensure program accountability and quality assurance.

NH Department of Health and Human Services

STANDARD EXHIBIT B

METHODS AND CONDITIONS PRECEDENT TO PAYMENT

1. The Contract Price shall not exceed \$2,673,582.41. Payments shall be made during SFY 2014 and SFY 2015 in accordance with the Budget attachment. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
2. Reimbursements for services provided shall be made by the State on a monthly basis after receipt, review and approval of monthly expenditure reports submitted by the Contractor to the State. These reports, which are based on a budget approved by the State, shall be in a form satisfactory to the State and shall be submitted no later than twenty (20) working days after the close of the month. In addition to the monthly expenditure reports required and not later than sixty (60) days after the end of the budget period, the Contractor shall submit a final expenditure report in a form satisfactory to the State.
3. The Contractor agrees to use and apply all payments made by the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services. Allowable costs and expenses shall be determined by the State in accordance with applicable State and Federal laws and regulations. The Contractor agrees not to use or apply such payments for capital additions or improvements, dues to societies and organizations, entertainment costs or any other costs not approved by the State. The Contractor must also have written authorization from the State prior to purchasing any equipment with a cost in excess of five hundred dollars (\$500) and/or with a useful life beyond one (1) year.
4. The Contractor agrees that, to the extent future legislative action by the NH General Court may impact on the services described herein, the State retains the right to modify expenditure requirements under this agreement.
5. The Contractor and/or the State may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the Contract Price. Such amendments shall only be made upon written request to and written approval by the State with programmatic justification.
6. In the event of a vacancy in any of the key personnel positions, the Special Medical Services Section is authorized to direct any and all budget revisions deemed necessary and appropriate by the Administrator to assure continuity of services as outlined in Exhibit A, including the cost of advertisement.
7. The Contractor shall be paid only for the total number of hours actually worked at the identified hourly rate as designated in the Budget. The total of all payments made to the Contractor for costs and expenses incurred in the performance of the Services during the period of the contract shall not exceed two million, six hundred seventy-three thousand five hundred and eighty two dollars and forty-one cents (\$2,673,582.41). As directed by the State, funds may be adjusted, if needed and justified, between State fiscal years based upon actual incurred expenses.

Contractor Initials: PAO
Date: 5/31/13

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH & HUMAN SERVICES

**Community Based Care Coordination Services
Special Needs Children**

LINE ITEM	SFY 2014	SFY 2015
1. COORDINATOR SALARIES/FRINGE		
a. Community Care Coordinator #1 (TG) Salary \$25.21/hr x 40 hrs/wk x 52 wks/yr(2% increase effective 10/17/13)	\$50,517.96	\$50,517.96
b. Community Care Coordinator #2 (MB) Salary \$24.00/hr x 40 hrs/wk x 52 wks/yr(2% increase effective 7/2/14)	\$47,424.00	\$47,424.00
c. Community Care Coordinator #3 (PMc) Salary \$25.21/hr x 15 hrs/wk x 52 wks/yr(2% increase effective 10/6/13)	\$19,948.80	\$19,948.80
Subtotal: Coordinator Salaries	\$117,890.76	\$117,890.76
2. ADMINISTRATIVE SUPPORT		
a. Director-Special Medical Program-Salary \$31.37/hr x 1 hr/wk x 52 wks/yr (2% increase effective 3/1/14)	\$1,638.45	\$1,638.45
b. Program Support-Salary \$14.28/hr x 15 hrs/wk x 52 wks/yr (2% increase effective 9/2/13)	\$11,325.45	\$11,325.45
Subtotal: Administrative Support	\$12,963.90	\$12,963.90
FRINGE 26.26%	\$34,365.20	\$34,365.20
Subtotal: Salaries & Fringe	\$165,219.86	\$165,219.86
3. COORDINATOR OPERATING EXPENSES		
a. Professional Liability	\$220.00	\$220.00
b. Travel (@ IRS Rate) & Tolls	\$5,000.00	\$5,000.00
c. Continuing Education	\$600.00	\$600.00
e. Information Technology	\$1,000.00	\$1,000.00
f. Program Supplies & Office Equipment	\$1,000.00	\$1,000.00
g. Telephone	\$525.00	\$525.00
Subtotal: Coordinator Operating Expenses	\$8,345.00	\$8,345.00
SUBTOTAL: All of the Above	\$173,564.86	\$173,564.86

4. DIRECT/OTHER EXPENSES		
a. Cultural/Linguistic Support	\$1,000.00	\$1,000.00
b. Parent Support & Education	\$500.00	\$500.00
c. Team Meetings	\$500.00	\$500.00
Subtotal: Direct/Other Expenses	\$2,000.00	\$2,000.00
SUBTOTAL: All line items Above	\$175,564.86	\$175,564.86
5. ADMINISTRATIVE COSTS/INDIRECTS		
a. Administrative Fee (@ 15.95%)	\$28,002.60	\$28,002.60
b. Inkind (Admin. Fee @ 2.45%)	(\$4,301.34)	(\$4,301.34)
c. Space Allocation	\$3,275.00	\$3,275.00
d. Inkind (Office space allocation)	(\$3,275.00)	(\$3,275.00)
Subtotal: Administrative Costs	\$23,701.26	\$23,701.26

TOTAL:	\$199,266.12	\$199,266.12
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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH & HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES**

FACETS OF EPILEPSY CARE IN NEW HAMPSHIRE

LINE ITEM	SFY2014	SFY2015
CHS- Care Coordination Consultation		
Nurse Care Coordinator Consultant	\$23,169.00	\$0.00
AS Project Coordinator	\$6,760.00	\$0.00
Supervision	\$4,941.00	\$0.00
Fringe	\$7,130.92	\$0.00
Travel (@IRS rate) & Tolls	\$3,000.00	\$0.00
Subtotal Staff Related	\$45,000.92	\$0.00
Training/Expert Consultation		
Web-based electronic resource development	\$25,000.00	\$0.00
Materials/printing	\$5,000.00	\$0.00
AS Production of Materials	\$2,250.00	\$0.00
AS Lunch & Learn/Skills Building Workshop	\$23,300.00	\$0.00
Dartmouth Liaison/pediatric consultation	\$16,000.00	\$0.00
AS Travel for Consultants/Experts	\$5,500.00	\$0.00
Access Support	\$13,000.00	\$0.00
Subtotal Program Related	\$90,050.00	\$0.00
Subtotal Staff & Program	\$135,050.92	\$0.00
ADMINISTRATIVE COSTS/INDIRECTS		
Administrative Fee (@15.95%)	\$21,540.62	\$0.00
InKind (Administrative Fee 2.45%)	(\$3,308.75)	\$0.00
Subtotal Indirect Costs	\$18,231.87	\$0.00
TOTAL	\$153,282.79	\$0.00

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH & HUMAN SERVICES

Child Development Program Network

LINE ITEM	FY2014	FY2015
I. PROFESSIONAL SERVICES		
a. Psychologists	\$71,667.26	\$71,667.26
b. Developmental Pediatricians	\$67,284.83	\$67,284.83
c. Allied Health Professionals	\$6,375.00	\$6,375.00
d. Interpreters	\$550.00	\$550.00
<i>Subtotal: Professional Services</i>	\$145,877.09	\$145,877.09
II. PERSONNEL SALARIES/ FRINGE		
a. Director, Special Medical Program \$31.37/hr x 28 hrs/wk x 52 wks/yr (2 % increase effective 3/1/14)	\$45,974.60	\$45,974.60
b. Regional Clinic Coordinator \$25.71/hr x 37.5 hrs/wk x 52 wks/yr (2% increase effective 7/1/13)	\$50,134.50	\$50,134.50
c. Program Support \$14.17/hr x 37.5 hrs/wk x 52 wks/yr (2% increase effective 2/1/14)	\$27,852.01	\$27,852.01
d. Program Biller \$17.50/hr x 3 hrs/wk x 52 wks/yr (2% increase effective 11/6/13)	\$2,765.70	\$2,765.70
f. Fringe (23.69%)	\$29,993.95	\$29,993.95
<i>Subtotal: Personnel Salaries & Fringe</i>	\$156,720.76	\$156,720.76
<i>Subtotal: Professional/Personnel</i>	\$302,597.85	\$302,597.85
III. DIRECT /OTHER SERVICES		
a. Medical Transcription	\$3,500.00	\$3,500.00
b. Continuing Education	\$1,000.00	\$1,000.00
c. Travel (@ IRS rate) & Tolls	\$2,040.00	\$2,040.00
d. Office Supplies	\$1,450.00	\$1,450.00
e. Program Materials/Clinic Supplies	\$1,000.00	\$1,000.00
f. Community Relations/CDP Network Meetings	\$1,000.00	\$1,000.00
g. Information Technology	\$1,000.00	\$1,000.00
h. Tests, Journals, Educational Materials	\$2,500.00	\$2,500.00
<i>Subtotal: Direct/Other Services</i>	\$13,490.00	\$13,490.00
Subtotal: All Line Items Above	\$316,087.85	\$316,087.85
IV. SUBCONTRACTED COMMUNITY CLINICAL SERVICES		
a. Community Health & Hospice, Inc. Lakes Region Clinic	\$22,542.00	\$22,542.00
b. Boothby Therapy Services (OT for Lakes Region Clinic)	\$4,727.70	\$4,727.70
c. Elliot Hospital Clinic	\$39,922.80	\$39,922.80
d. Weeks Medical Center	\$64,988.28	\$64,988.28
<i>Subtotal: Subcontracted Community Clinical Services</i>	\$132,180.78	\$132,180.78
SUBTOTAL OF ALL THE ABOVE	\$448,268.63	\$448,268.63
V. ADMINISTRATIVE COSTS/INDIRECTS		
a. Administrative Fee (@ 15.95%)	\$71,498.85	\$71,498.85
b. Inkind (Admin. Fee 2.45%)	(\$10,982.58)	(\$10,982.58)
c. Space Allocation	\$8,058.00	\$8,058.00
d. In-kind (Office space allocation)	(\$1,656.00)	(\$1,656.00)
<i>Subtotal: Indirect Costs</i>	\$66,918.27	\$66,918.27
TOTAL	\$515,186.90	\$515,186.90

Form B-1 Budgets
Child Health Services, Inc.

Page 3 of 5

Contractor Initials

Date 5/31/13

Contractor Initials: RAD

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH & HUMAN SERVICES

Neuromotor Disabilities Clinical Program

LINE ITEM	SFY2014	SFY2015
1. PROFESSIONAL SERVICES		
a. Pediatric Orthopedist—Manchester Clinic	\$16,500.00	\$16,500.00
b. Developmental Pediatrician Berlin/Keene/Lebanon clinics	\$17,136.00	\$17,136.00
Subtotal: Professional Services	\$33,636.00	\$33,636.00
2. CLINIC COORDINATION SERVICES		
a. Public Health Nurse – Manchester Clinic Salary \$25.21/hr x 40 hrs/wk x 52 wks/yr (2% increase effective 1/23/14)	\$52,896.80	\$52,896.80
b. Public Health Nurse Coordinator Salary Derry/Keene/Lebanon clinics \$25.21/hr x 40 hrs/wk x 52 wks/yr (2% increase effective 9/15/13)	\$53,256.80	\$53,256.80
c. Continuing Education	\$500.00	\$500.00
d. Travel (@ IRS rate) & Tolls	\$2,000.00	\$2,000.00
e. Professional Liability	\$3,675.00	\$3,675.00
f. Medical Equipment	\$200.00	\$200.00
g. Program Materials & Clinic Supplies	\$1,625.00	\$1,625.00
h. Telephone	\$335.00	\$335.00
Subtotal: Clinic Coordination Services	\$114,488.60	\$114,488.60
3. Director, Special Medical Program		
Salary \$31.37/hr x 2 hrs/wk x 52 wks/yr (2% increase effective 3/1/14)	\$3,283.90	\$3,283.90
4. Program Support		
Salary \$14.71/hr x 37.5 hrs/wk x 52 wks/yr (2% increase effective 5/12/14)	\$28,760.63	\$28,760.63
5. Program Biller/Analyst		
Salary \$17.50/hr x 3 hrs/wk x 52 wks/yr (2% increase effective 11/6/13)	\$2,765.70	\$2,765.70
Subtotal: Administrative Salaries	\$34,810.23	\$34,810.23
FRINGE (25.23%)	\$35,568.30	\$35,568.30
Subtotal: Professional/Personnel	\$218,503.13	\$218,503.13
7. DIRECT / OTHER SERVICES		
a. Direct Services		
Interpreter Services	\$4,000.00	\$4,000.00
b. Other Services		
Travel (overnight stays) & Mileage for Developmental Pediatrician	\$1,500.00	\$1,500.00
Medical Transcription for Neuromotor Clinics	\$9,500.00	\$9,500.00
Office Equipment / Information Technology	\$1,200.00	\$1,200.00
Estimated Space Allocation for Keene/Lebanon clinics	\$1,000.00	\$1,000.00
Subtotal: Direct/Other Services	\$17,200.00	\$17,200.00
SUBTOTAL OF ALL THE ABOVE	\$235,703.13	\$235,703.13
8. ADMINISTRATIVE COSTS/INDIRECTS		
a. Administrative Fee (@ 15.95%)	\$37,594.65	\$37,594.65
b. Inkind (Admin. Fee @ 2.45%)	(\$5,774.73)	(\$5,774.73)
c. Space Allocation	\$2,425.00	\$2,425.00
d. Inkind (space allocation)	(\$673.00)	(\$673.00)
Subtotal: Indirects	\$33,571.92	\$33,571.92
TOTAL	\$269,275.05	\$269,275.05

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH & HUMAN SERVICES

Comprehensive Nutrition Network

LINE ITEM	SFY2014	SFY2015
I. PROFESSIONAL SALARIES &		
a. Intake & Referral Specialist (KL) Salary (\$25.26/hr x 22.5 hrs/wk x 52 wks/yr) 2% increase effective 9/2/13	\$30,047.63	\$30,047.63
b. Nutrition Network Coordinator (HW) Salary (\$25.26/hr x 22 hrs/wk x 52 wks/yr) 2% increase effective 9/2/13	\$28,897.44	\$28,897.44
c. Director of Special Medical Program Salary (\$31.37/hr x 8 hrs/wk x 52 wks/yr) 2% increase effective 3/1/14	\$13,135.60	\$13,135.60
d. Program Support Salary (\$14.28/hr x 22.5 hrs/wk x 52 wks/yr) 2% Increase effective 9/2/13	\$16,988.18	\$16,988.18
e. Biller Salary (\$17.50 x 8 hrs/wk x 52 wks/yr) 2% increase effective 11/6/13	\$10,075.20	\$10,075.20
f. FRINGE (25.48%)	\$25,260.75	\$25,260.75
Subtotal: Professional Salaries & Fringe	\$124,404.80	\$124,404.80
II. PROFESSIONAL SERVICES		
a. Regional Nutritionists	\$100,713.14	\$100,713.14
b. North Country Services Stipend	\$775.00	\$775.00
c. Regional Nutritionists Training	\$7,450.00	\$7,450.00
d. Cultural/Linguistic Support	\$900.00	\$900.00
f. Diabetes Education	\$0.00	\$0.00
Subtotal: Professional Services	\$109,838.14	\$109,838.14
SUBTOTAL OF ALL ABOVE:	\$234,242.94	\$234,242.94
III. DIRECT EXPENSES		
a. Program Supplies	\$1,000.00	\$1,000.00
b. Information Technology	\$700.00	\$700.00
c. Continuing Education	\$200.00	\$200.00
d. Travel (@ IRS rate) & Tolls	\$300.00	\$300.00
Subtotal: Direct Expenses	\$2,200.00	\$2,200.00
SUBTOTAL OF ALL ABOVE	\$236,442.94	\$236,442.94
IV. ADMINISTRATIVE COSTS/INDIRECTS		
a. Administrative Fee (@ 15.95%)	\$37,712.65	\$37,712.65
b. Inkind (Admin. Fee @ 2.45%)	(\$5,792.85)	(\$5,792.85)
c. Space Allocation	\$8,059.00	\$8,059.00
Subtotal: Administrative Costs	\$39,978.80	\$39,978.80
TOTALS:	\$276,421.74	\$276,421.74

JAO

5/31/13

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

1. 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:

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 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:

9. **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:

9.1 **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.

9.2 **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.

9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor 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.

10.1 **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.

10.2 **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.

11. **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.

12. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 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.

12.2 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.

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

14. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 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.

15. Prior Approval and Copyright Ownership:

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

16. 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.

17. 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:

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 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

- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

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

SPECIAL PROVISIONS – 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.

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.

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

NH Department of Health and Human Services

STANDARD EXHIBIT C-I

ADDITIONAL SPECIAL PROVISIONS

1. Subparagraph 7.2 of the General Provisions of this agreement is hereby amended to read:

"7.2. 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 has a contractual relationship with the State, or who is a State employee or official, elected or appointed, without prior written consent of the State. The Contracting Officer specified in Block 1.9 or his/her successor shall determine whether a conflict of interest exists."

2. Subparagraph 9.3. of the General Provisions of this agreement is deleted and the following paragraph added:

"9.3. The State, and anyone it shall designate, and the Contractor shall have authority to publish, disclose, distribute and otherwise use, in whole or in part, all data, provided such data, when published, disclosed, distributed or otherwise used, shall not disclose any personal identifiers or confidential information as to any individual or organization without the prior written consent of such individual or organization."

3. Paragraph 14. of the General Provisions of this agreement is hereby amended to read:

"14.1. The Contractor shall, at its sole expense, obtain and maintain in force, for the benefit of the State, the following insurance:

14.1.1. Comprehensive general liability insurance in amounts not less than \$1,000,000 each occurrence and \$2,000,000 aggregate.

14.2. The policies described in subparagraph 14.1. of this paragraph shall be the standard form employed in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State."

4. The following paragraphs shall be added to the General Provisions of this agreement:

"22.1. Records and Accounts Between the Effective Date and the date seven (7) years after the Completion Date, the Contractor shall keep detailed accounts of all expenses incurred in connection with the Services including, but not limited to, costs of administration, transportation, insurance, telephone calls and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents."

"22.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Contractor's normal business hours and as often as the State shall demand, the Contractor shall make available to the State all records pertaining to matters covered by this agreement. The Contractor shall permit the State to audit, examine and reproduce such records and to make audits of all invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined) and other information relating to all matters covered by this agreement. As used in this paragraph, "Contractor" includes all persons, natural or fictional, affiliated with, controlled by or under common ownership with, the entity identified as the Contractor in Block 1.3 of these General Provisions."

"22.3. Inspection of Work Performed: The State or an authorized representative shall, at all reasonable times, have the right to enter into Contractor's premises, or such other places where duties under the contract are being performed, to inspect, monitor or otherwise evaluate the work being performed. The Contractor and all subcontractors must provide access to all reasonable facilities and assistance for State representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work."

"22.4. Under the provisions of the Contract, personnel benefits for the Key Personnel shall be consistent with and in accordance to any adopted personnel policies of the contractor specified in Block 1.3. Health insurance benefits shall be designated by the Contract Budget."

6. Following the approval by the Governor and Executive Council, this contract shall commence on or about July 1, 2013 and terminate on June 30, 2015, with an option for renewal by way of a 2-year extension (July 1, 2015 – June 30, 2017) subject to availability of funding and priorities, satisfactory performance of the Scope of Services by the Contractor, mutual agreement by the parties and approval of contract renewals by the Governor and Executive Council.
7. 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 identified in block 1.6, or any other account, in the event funds are reduced or unavailable.

NH Department of Health and Human Services

STANDARD EXHIBIT D

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) 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);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(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;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (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
 - (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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) 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)

1245 Elm Street, Manchester, NH 03101

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

Child Health Services

From: 7/1/2013 To: 6/30/2015

(Contractor Name)

(Period Covered by this Certification)

Lisa DiBrigida, Medical Director

(Name & Title of Authorized Contractor Representative)

Lisa DiBrigida Medical Director
(Contractor Representative Signature)

5/31/13
(Date)

Contractor Initials: *LD*
Date: 5/31/13

NH Department of Health and Human Services

STANDARD EXHIBIT E

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
*Socail 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

Contract Period: July 1, 2013 through June 30, 2015

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.

[Handwritten Signature] Medical Director
(Contractor Representative Signature)

Lisa DiBrigida, Medical Director
(Authorized Contractor Representative Name & Title)

Child Health Services
(Contractor Name)

5/31/13
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

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.

Contractor Initials: RAO

Date: 5/31/13

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

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) 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;
 - (c) 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 (1)(b) of this certification; and
 - (d) 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.
- (2) 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).

Contractor Initials: JAD

Date: 5/31/13

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Lisa DiBrigida, MS Medical Director Lisa DiBrigida, Medical Director
(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Child Health Services 5/31/13
(Contractor Name) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

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.

Lisa DiBrigida MD Medical Director

(Contractor Representative Signature)

Lisa DiBrigida, Medical Director

(Authorized Contractor Representative Name & Title)

Child Health Services

(Contractor Name)

5/31/13

(Date)

Contractor Initials: *LD*

Date: 5/31/13

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NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY 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 and those parts of the HITECH Act 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.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- 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.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- 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, unreasonable, 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) **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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

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

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. 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.
- d. 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)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. 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.
- f. 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.
- g. 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.

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

(4) Obligations of Covered Entity

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

(5) **Termination for Cause**

In addition to standard provision #10 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, and the HITECH Act as 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 and the HITECH Act.
- 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

Bureau of Dev. Services, Special Medical Services
The State Agency Name

Child Health Services
Name of the Contractor

Nancy L. Rollins
Signature of Authorized Representative

Lisa DiBrigida MD
Signature of Authorized Representative

Nancy L. Rollins
Name of Authorized Representative

Lisa DiBrigida, MD
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

Medical Director
Title of Authorized Representative

31 May 2013
Date

5/31/13
Date