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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF MEDICAID SERVICES
Bureau of Developmental Services

Jeffrey A. Meyers
Commissioner

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034

Deborah H. Fournier, Esq.
Medicaid Director

Fax: 603-271-5166 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 18, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Support Services, Bureau of Developmental Services to amend a **sole source** contract with Manchester Community Health Center (Vendor #157274-B001), 145 Hollis Street, Manchester, NH 03101, by increasing the Price Limitation by \$330,000 from \$5,279,567.41 to an amount not to exceed \$5,609,567.41, to continue providing community based services to children in New Hampshire with neuromotor disabilities/complex health care needs, and extending the Completion Date from June 30, 2017 to March 31, 2018, effective upon Governor and Executive Council approval. The agreement was originally approved by Governor and 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. This was subsequently amended on May 27, 2015, Item #35. 30% Federal Funds, 70% General Funds.

Funds are anticipated to be available in SFY 2018, upon the availability and continued appropriation of funds in the future operating budget with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

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

Fiscal Year	Class/ Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	561-500911	Speciality Clinics	93001000	\$5,279,567.41	\$330,000	\$5,609,567.41
			Total	\$5,279,567.41	\$330,000	\$5,609,567.41

EXPLANATION

The request is **sole source** because the planned timeline for issuing an RFP and executing a contract was shorter than the timeframe needed in light of unanticipated procedural reviews, recently instituted. This extended timeline has resulted in the need to amend the contract with the current vendor, who has demonstrated satisfactory performance, for nine months while the formal RFP process is performed. This amendment will result in assuring that there is ongoing provision of services to children with neuromotor disabilities/complex health care needs while competitive bids are sought for services after March 31, 2018.

Funds in this amendment will be used to enhance the system of care for children with neuromotor disabilities/complex health care needs with interdisciplinary consultation and clinics. The services provided will include individualized and comprehensive planning, increased participation of families with children and youth in their care, and supported linkages for families to needed providers & appropriate community based resources.

This program provides for a team of Pediatric Clinical and Educational Specialists to perform assessments and diagnostic evaluations as part of the assessment process at scheduled Clinics. Interdisciplinary team members will also provide consultation services to address concerns identified by parents, Medical Home providers and school providers.

These expert interdisciplinary teams will support care for children and youth with special health care needs whose access to appropriate care is hindered by disability, economic, cultural, linguistic, or other social/structural barriers. They will work to integrate new services, coordinate service delivery, and improve the linkages between health care providers, educational providers and community service agencies. This coordination of care will avoid duplication of services and assure that needed services are identified and obtained in a timely manner.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered in the SFY 2018-2019 biennia.

Should Governor and Executive Council not authorize this Request approximately 200 - 225 children will be impacted. Scheduled interdisciplinary clinics will be cancelled and consultation services will cease, resulting in more fragmented care.

Manchester Community Health Center was selected for this project through a competitive bid process. The Bid Summary is attached.

The Contractor successfully fulfilled and achieved the performance measures in the original contract. Interdisciplinary clinics and consultation have been community based and served children statewide. Families and providers have reported significant satisfaction with services offered and overall impact has included enhanced coordination of care across primary care, specialty care, school and community service providers.

Area served: Statewide

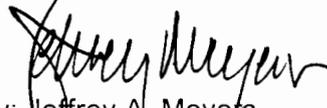
Source of Funds: 30% Federal Funds from United States Health and Human Services, Health Resources and Services Administration Title V Block Grant, and 70% General Funds.

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

Respectfully submitted,



Deborah H. Fournier, Esq.
Medicaid Director



Approved by: Jeffrey A. Meyers
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
Child Development Program, Community-Based Care Coordination, Access of
Epilepsy Care, Neuromotor Disabilities Clinics, Nutrition Network Contract**

This 2nd 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 Two") dated this May 11, 2017, 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, and subsequently amended on May 27, 2015, Item #35, 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 terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the terms and conditions of the contract by written agreement of the parties;

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation to support continued delivery of these services and to assure there is no lapse in services for children with special health care needs;

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:
March 31, 2018
2. Form P-37, General Provisions, Item 1.8 Price Limitation, to read:
\$5,609,567.41
3. Form P-37, General Provisions, Item 1.9 Contracting Officer for State Agency, to read:
Jonathan V. Gallo, Esq., Interim Director
4. Form P-37, General Provision, Item 1.10 State Agency Telephone Number, to read:
603-271-9246
5. Exhibit A, Scope of Services, CONTRACT PERIOD, to read:
July 1, 2015 through March 31, 2018 solely for Section III Nurse Coordinators for the Neuromotor Disabilities Program Specialty Clinics
6. Amend Budget to add:



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

- Exhibit B-6 Amendment #2 Budget SFY 2018, Neuromotor Disabilities Clinical Program
7. Delete Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, Section B, and replace with Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements.
 8. Delete Standard Exhibit E, Certification Regarding Lobbying, and replace with Standard Exhibit E, Certification Regarding Lobbying.
 9. Add Exhibit J, Certification Regarding the Federal Funding Accountability and Transparency ACT (FFATA) Compliance.

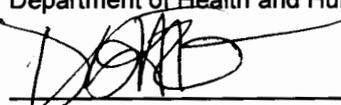


**New Hampshire Department of Health and Human Services
Child Development Program, Community-Based Care Coordination, Access of
Epilepsy Care, Neuromotor Disabilities Clinics, Nutrition Network**

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

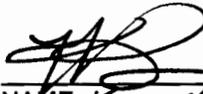
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

5/23/17
Date

State of New Hampshire
Department of Health and Human Services


Deborah H. Fournier, Esq.
Medicaid Director

5/12/17
Date

Manchester Community Health Center


NAME Kris McCracken
TITLE Resident CEO

Acknowledgement:
State of New Hampshire, County of Hillsborough on May 12, 2017, 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

Sarah Gibson

Name and Title of Notary or Justice of the Peace
Notary Public





**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

6/5/17
Date

J. Christopher Marshall
Name:
Title:

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-6 Amendment #2 Budget

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 (SYF) 2018 - Nine (9) months - July 1 - March 31, 2018
 Manchester Community Health Center
 Neuromotor Disabilities Clinical Program

LINE ITEM	SYF 2018
1. PROFESSIONAL SERVICES	Budgeted Amount
a. Pediatric Orthopedist-All Clinics	13,770
b. Developmental Pediatrician	36,171
Consultants	69,737
Subtotal: Professional Services	119,678
2. CLINIC COORDINATION SERVICES	
a. Nurse Coordinator Manchester/Derry Neuromotor Clinic Salary \$28.19/hr x 40 hrs/wk x 38 wks/yr (2% Increase effective 1/23/18)	44,430
b. Complex Care Network Coordinator Salary - \$28.33/hr x 40 hrs/wk x 38 wks/yr (2% Increase effective 10/17/17)	44,968
c. Continuing Education	1,000
d. Travel (mileage @ IRS rate) & Tolls	1,500
g. Program Materials & Clinic Supplies	2,625
Subtotal: Clinic Coordination Services	94,524
3. Director, Special Medical Program	
Salary \$35.19/hr x 6 hrs/wk x 38 wks/yr (2% Increase effective 3/1/18)	8,296
3. Accountant	
Salary \$27.54/hr x 2 hrs/wk x 38 wks/yr (2% increase effective 12/8/17)	2,177
4. Program Support	
Salary \$16.32 hr x 40 hrs/wk x 38 wks/yr (2% Increase effective 5/12/18)	25,590
5. Program Biller/Analyst	
Salary \$17/hr x 5 hrs/wk x 38 wks/yr (2% Increase effective 2/13/18)	3,344
Subtotal: Administrative Salaries	39,407
f. Fringe @ 19%	24,473
Subtotal: Professional/Personnel	278,082
7. DIRECT / OTHER SERVICES	
a. Direct Services	
Interpreter Services	1,000
Neuromotor Network Meetings	1,500
b. Other Services	
Travel & Mileage for Developmental Pediatrician	747
Medical Transcription for Neuromotor Clinics	1,899
Office Equipment / Information Technology	1,500
Subtotal: Direct/Other Services	6,646
SUBTOTAL OF ALL ABOVE	284,728
8. INDIRECTS	
a. Administrative Fee	42,847
b. Inkind (Admin. Fee)	0
Space Allocation	2,425
Subtotal: Indirects	45,272
TOTAL	330,000

Contractor Initials *WMS*
Date *5/17/17*



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

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

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

Contractor Name:

5/12/17
Date


Name: Kara McCracken
Title: President/CEO



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

5/12/17
Date


Name: Kris Molyneux
Title: President/CEO



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

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

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

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

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

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

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

Contractor Name:

5/12/17
Date

[Signature]
Name: Kris McClatchan
Title: President/CEO



FORM A

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

1. The DUNS number for your entity is: 9286649370000
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: <u>Dr. Gavin Muir</u>	Amount: <u>\$263,515</u>
Name: <u>Dr. Laura Fry</u>	Amount: <u>\$242,611</u>
Name: <u>Kris MacKenzie</u>	Amount: <u>\$184,163</u>
Name: <u>Diane Trawbridge</u>	Amount: <u>\$118,227</u>
Name: <u>Nichole Croteau</u>	Amount: <u>\$124,883</u>

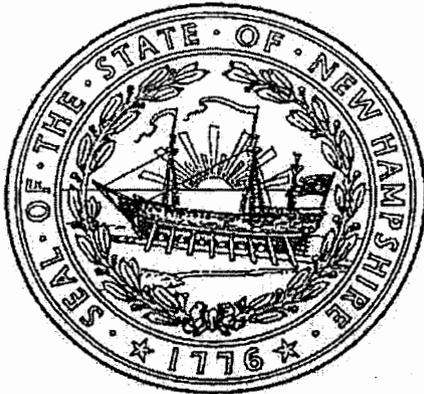
State of New Hampshire

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 registered to transact business in New Hampshire on May 07, 1992. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 175115



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of April A.D. 2017.

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

William M. Gardner
Secretary of State

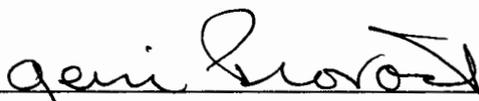
CERTIFICATE OF VOTE

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 May 2, 2017:

RESOLVED: That the President/CEO is hereby authorized on behalf of this Agency to enter into the said contract with the State of New Hampshire Department of Health and Human Services 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 in effect as the 12th day of May, 2017.
4. Kris McCracken is the duly elected President/CEO of the Agency.



(Signature of the Secretary of the Board of Directors)

STATE OF NEW HAMPSHIRE
County of Hillsborough

The forgoing instrument was acknowledged before me this 12th day of May, 2017, by Gerri Provost.



(Notary Public/Justice of the Peace)

(NOTARY SEAL)



Commission Expires: 09/07/21



MANCCOM-01

LMICHALS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2016

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

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

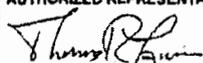
PRODUCER License # AGR8150 Clark Insurance One Sundial Ave Suite 302N Manchester, NH 03103	CONTACT NAME: Lorraine Michals, CIC	
	PHONE (A/C, No, Ext): (603) 716-2362	FAX (A/C, No): (603) 622-2854
E-MAIL ADDRESS: lmichals@clarkinsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Continental Western Insurance Company		
INSURER B: Union Insurance Co		
INSURER C: Acadia		31325
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER		CPA5181886-12	11/01/2016	11/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CAA5181888-12	11/01/2016	11/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS \$ 0		CUA5181889-12	11/01/2016	11/01/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WCA5181890-12	11/01/2016	11/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER NH DHHS 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Mission, Vision and Core Values

Mission

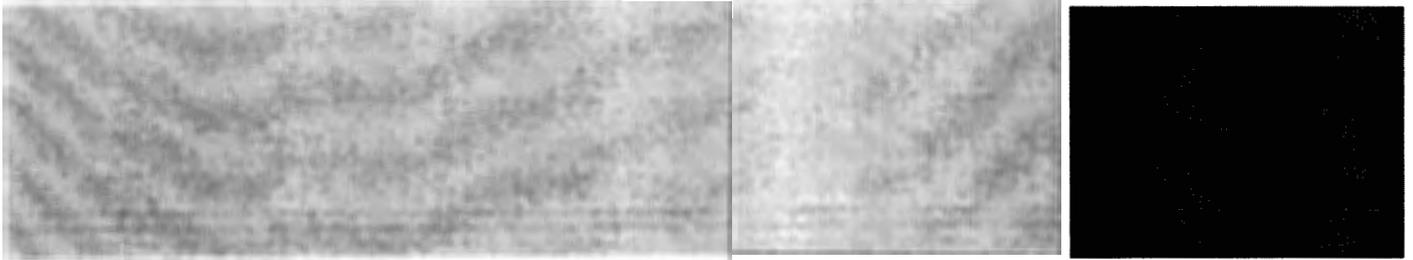
To improve the health and well-being of our patients and the communities we serve by leading the effort to eliminate health disparities by providing exceptional primary and preventive healthcare and support services which are accessible to all.

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.



FINANCIAL STATEMENTS

June 30, 2016 and 2015

With Independent Auditor's Report



INDEPENDENT AUDITOR'S REPORT

Board of Directors
Manchester Community Health Center

We have audited the accompanying financial statements of Manchester Community Health Center, which comprise the balance sheets as of June 30, 2016 and 2015, 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.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Manchester Community Health Center as of June 30, 2016 and 2015, and the changes in its net assets and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Berry Dawn McNeil & Parker, LLC

Manchester, New Hampshire
December 6, 2016

MANCHESTER COMMUNITY HEALTH CENTER

Balance Sheets

June 30, 2016 and 2015

ASSETS

	<u>2016</u>	<u>2015</u>
Current assets		
Cash and cash equivalents	\$ 1,024,773	\$ 456,651
Patient accounts receivable, less allowance for uncollectible accounts of \$1,391,757 in 2016 and \$608,028 in 2015	2,055,686	1,934,418
Other receivables	566,395	492,426
Prepaid expenses	<u>120,052</u>	<u>95,958</u>
Total current assets	3,766,906	2,979,453
Investment in limited liability company	16,203	500
Assets limited as to use	150,000	75,000
Property and equipment, net	<u>3,796,129</u>	<u>3,892,785</u>
Total assets	<u>\$ 7,729,238</u>	<u>\$ 6,947,738</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	\$ 484,037	\$ 326,795
Accrued payroll and related expenses	934,203	621,736
Current maturities of long-term debt	<u>51,049</u>	<u>43,176</u>
Total current liabilities	1,469,289	991,707
Long-term debt, less current maturities	<u>1,258,264</u>	<u>1,314,140</u>
Total liabilities	<u>2,727,553</u>	<u>2,305,847</u>
Net assets		
Unrestricted	4,318,627	3,964,859
Temporarily restricted	581,700	575,674
Permanently restricted	<u>101,358</u>	<u>101,358</u>
Total net assets	<u>5,001,685</u>	<u>4,641,891</u>
Total liabilities and net assets	<u>\$ 7,729,238</u>	<u>\$ 6,947,738</u>

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

MANCHESTER COMMUNITY HEALTH CENTER

Statements of Operations

Years Ended June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Operating revenue		
Patient service revenue	\$ 9,284,028	\$ 6,712,836
Provision for bad debts	<u>(1,098,074)</u>	<u>(231,869)</u>
Net patient service revenue	8,185,954	6,480,967
Grants and contracts	6,397,842	4,484,372
Other operating revenue	154,857	99,152
Net assets released from restrictions for operations	<u>539,958</u>	<u>648,831</u>
Total operating revenue	<u>15,278,611</u>	<u>11,713,322</u>
Operating expenses		
Salaries and benefits	10,658,870	7,878,279
Other operating expense	4,221,587	3,418,199
Depreciation	311,809	287,621
Interest expense	<u>38,875</u>	<u>44,809</u>
Total operating expenses	<u>15,231,141</u>	<u>11,628,908</u>
Operating income	<u>47,470</u>	<u>84,414</u>
Other revenues and gains		
Contributions	209,687	105,518
Contribution received in acquisition of Child Health Services	-	1,133,495
Investment income	984	962
Equity in earnings from limited liability company	<u>15,703</u>	<u>-</u>
Total other revenues and gains	<u>226,374</u>	<u>1,239,975</u>
Excess of revenues over expenses	273,844	1,324,389
Grants for capital acquisition	<u>79,924</u>	<u>-</u>
Increase in unrestricted net assets	<u>\$ 353,768</u>	<u>\$ 1,324,389</u>

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

MANCHESTER COMMUNITY HEALTH CENTER

Statements of Changes in Net Assets

Years Ended June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Unrestricted net assets		
Excess of revenues over expenses	\$ 273,844	\$ 1,324,389
Grants for capital acquisition	<u>79,924</u>	<u>-</u>
Increase in unrestricted net assets	<u>353,768</u>	<u>1,324,389</u>
Temporarily restricted net assets		
Contributions	545,984	679,346
Contribution received in acquisition of Child Health Services	-	297,422
Net assets released from restrictions for operations	<u>(539,958)</u>	<u>(648,831)</u>
Increase in temporarily restricted net assets	<u>6,026</u>	<u>327,937</u>
Permanently restricted net assets		
Contribution received in acquisition of Child Health Services	<u>-</u>	<u>101,358</u>
Increase in permanently restricted net assets	<u>-</u>	<u>101,358</u>
Change in net assets	359,794	1,753,684
Net assets, beginning of year	<u>4,641,891</u>	<u>2,888,207</u>
Net assets, end of year	<u>\$ 5,001,685</u>	<u>\$ 4,641,891</u>

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

MANCHESTER COMMUNITY HEALTH CENTER

Statements of Cash Flows

Years Ended June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Cash flows from operating activities		
Change in net assets	\$ 359,794	\$ 1,753,684
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Provision for bad debts	1,098,074	231,869
Depreciation	311,809	287,621
Contribution received in acquisition of Child Health Services	-	(1,375,281)
Equity in earnings from limited liability company	(15,703)	-
(Increase) decrease in the following assets		
Patient accounts receivable	(1,219,342)	(1,201,230)
Other receivables	(73,969)	218,789
Prepaid expenses	(24,094)	3,518
Increase in the following liabilities		
Accounts payable and accrued expenses	157,242	24,828
Accrued payroll and related expenses	<u>312,467</u>	<u>36,922</u>
Net cash provided (used) by operating activities	<u>906,278</u>	<u>(19,280)</u>
Cash flows from investing activities		
Increase in board-designated reserves	(75,000)	(25,000)
Capital expenditures	<u>(215,153)</u>	<u>(160,297)</u>
Net cash used by investing activities	<u>(290,153)</u>	<u>(185,297)</u>
Cash flows from financing activities		
Payments on long-term debt	<u>(48,003)</u>	<u>(6,401)</u>
Net increase (decrease) in cash and cash equivalents	568,122	(210,978)
Cash and cash equivalents, beginning of year	<u>456,651</u>	<u>667,629</u>
Cash and cash equivalents, end of year	\$ <u>1,024,773</u>	\$ <u>456,651</u>
Supplemental disclosures of cash flow information		
Cash paid for interest	\$ 38,875	\$ 44,809
Capital assets received in acquisition of Child Health Services	-	1,127,203
Net other non-cash assets received and liabilities assumed in acquisition of Child Health Services	-	248,078

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

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2016 and 2015

1. Summary of Significant Accounting Policies

Organization

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

On November 1, 2014, the Organization acquired Child Health Services (CHS), a New Hampshire non-profit corporation.

Child Health Services Acquisition

On November 1, 2014 (the acquisition date), the Organization acquired CHS. CHS is a community health clinic that provides primary care, family planning, ancillary and specialty services, and special medical services to children, teenagers, and young adults. The services previously provided by CHS were subsequently provided by the Organization.

In accordance with the acquisition agreement, CHS's endowment fund was not transferred to the Organization. The surviving CHS entity amended its organizing documents to reflect a change in name to Children's Public Health Fund (Fund) and a change in purpose to support the child health and welfare services of Manchester Community Health Center. In addition, the Fund will manage the endowment, perform fundraising for the endowment (in consultation and coordination with the Organization), and grant funds to the Organization from the income generated by the endowment. The Fund's board membership is independent from the Organization's board membership.

The following table summarizes the amounts of the assets acquired and liabilities assumed at the acquisition date.

Financial assets	\$ 156,994
Receivables	462,800
Other current assets	16,820
Property and equipment	1,127,203
Liabilities	<u>(231,542)</u>
Inherent contribution received	<u>\$ 1,532,275</u>

The Organization acquired CHS by means of an inherent contribution where no consideration was transferred by the Organization. The Organization accounted for this business combination by applying the acquisition method, and accordingly, the inherent contribution received was valued as the excess of assets acquired over liabilities assumed. In determining the inherent contribution received, all assets acquired and liabilities assumed were measured at fair value as of the acquisition date.

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2016 and 2015

The following table summarizes the inherent contribution received by net asset classification.

Unrestricted	\$ 1,133,495
Temporarily restricted	297,422
Permanently restricted	<u>101,358</u>
Inherent contribution received	<u>\$ 1,532,275</u>

Income Taxes

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

Use of Estimates

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

Cash and Cash Equivalents

Cash and cash equivalents exclude amounts whose use is limited by Board designation.

Allowance for Uncollectible Accounts

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

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2016 and 2015

A reconciliation of the allowance for uncollectible accounts follows:

	<u>2016</u>	<u>2015</u>
Balance, beginning of year	\$ 608,028	\$ 375,000
Provision	1,098,074	231,869
(Write-offs)/recovery	<u>(314,345)</u>	<u>1,159</u>
Balance, end of year	<u>\$ 1,391,757</u>	<u>\$ 608,028</u>

The increase in the allowance and the provision is primarily the result of provider credentialing challenges which resulted in uncollectible receivable balances.

Grants and Other Receivables

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

Investment in Limited Liability Company

The Organization is one of eight members who each made a capital contribution of \$500 to Primary Health Care Partners, LLC (PHCP) during 2015. The Organization's investment in PHCP is reported using the equity method and the investment amounted to \$16,203 and \$500 at June 30, 2016 and 2015, respectively.

Assets Limited as to Use

Assets limited as to use consist of cash and cash equivalents and represent assets designated by the board for future capital needs.

Property and Equipment

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

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as unrestricted net assets and excluded from the excess of revenues over expenses unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted net assets. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service, with the exception of assets acquired with restricted grants as described below.

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2016 and 2015

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets include contributions 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 grants received for capital acquisitions prior to July 1, 2015 are released from restriction over the life of the related acquired assets in accordance with the reporting of the depreciation expense. Restricted grants released are reported as unrestricted revenue and support. Effective July 1, 2015, restricted grants received for capital acquisitions are reported as temporarily restricted net assets in the period received, and expirations of those donor restrictions are reported when the acquired long-lived assets are placed in service and donor-imposed restrictions are satisfied.

Permanently restricted net assets include net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. Generally, the donors of these assets permit the Organization to use all or part of the income earned on related investments for general or specific purposes.

Donor-Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is unconditionally 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 to unrestricted net assets and reported in the consolidated statements of operations as "net assets released from restrictions." Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

Patient Service Revenue

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

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2016 and 2015

340B Drug Pricing Program

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

Charity Care

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

Functional Expenses

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

	<u>2016</u>	<u>2015</u>
Program services	\$13,439,463	\$10,047,705
Administrative and general	1,619,871	1,440,079
Fundraising	<u>171,807</u>	<u>141,124</u>
Total	<u>\$15,231,141</u>	<u>\$11,628,908</u>

Excess of Revenues Over Expenses

The statements of operations reflect the excess of revenues over expenses. Changes in unrestricted net assets which are excluded from the excess of revenues over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through December 6, 2016, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2016 and 2015

2. Property and Equipment

Property and equipment consists of the following:

	<u>2016</u>	<u>2015</u>
Land	\$ 81,000	\$ 81,000
Building and leasehold improvements	3,877,039	3,870,043
Furniture and equipment	<u>1,545,895</u>	<u>1,394,731</u>
 Total cost	 5,503,934	 5,345,774
Less accumulated depreciation	<u>1,764,795</u>	<u>1,452,989</u>
 Construction-in-process	 <u>3,739,139</u> <u>56,990</u>	 3,892,785 <u>-</u>
 Property and equipment, net	 <u>\$ 3,796,129</u>	 <u>\$ 3,892,785</u>

3. Line of Credit

The Organization has a \$1,000,000 line-of-credit demand note with a local banking institution. The line of credit is collateralized by all assets and a second mortgage on the Organization's real property. The interest rate is LIBOR plus 3.5% (3.95% at June 30, 2016). There was no outstanding balance on the line of credit at June 30, 2016 and 2015.

4. Long-Term Debt

Long-term debt consists of the following:

	<u>2016</u>	<u>2015</u>
Note payable, with a local bank (see terms below)	\$ 1,284,696	\$ 1,327,316
Note payable, New Hampshire Health and Education Facilities Authority (NHHEFA), payable in monthly installments of \$513, including interest at 1.00%, due July 2020, collateralized by all business assets	<u>24,617</u>	<u>30,000</u>
 Total long-term debt	 1,309,313	 1,357,316
Less current maturities	<u>51,049</u>	<u>43,176</u>
 Long-term debt, less current maturities	 <u>\$ 1,258,264</u>	 <u>\$ 1,314,140</u>

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2016 and 2015

The Organization has a promissory note with RBS Citizens, N. A. (Citizens) for the purchase of the medical and office facility in Manchester, New Hampshire. The note is collateralized by the real estate. The note is a five-year balloon note due December 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 Organization's achievement of two operating performance milestones (2.8667% at June 30, 2016). NHHEFA is participating in the lending for 30% of the promissory note. Under the NHHEFA program, the interest rate on that portion is approximately 30% of the interest rate charged by Citizens.

The Organization is required to meet an annual minimum working capital and debt service coverage as defined in the loan agreement with Citizens. In the event of default, Citizens has the option to terminate the agreement and immediately request payment of the outstanding debt without notice of any kind to the Organization. The Organization is in compliance with all loan covenants at June 30, 2016.

Scheduled principal repayments of long-term debt for the next five years are as follows:

2017	\$ 51,049
2018	52,374
2019	1,199,257
2020	6,115
2021	518

5. Temporarily and Permanently Restricted Net Assets

Temporarily and permanently restricted net assets consisted of the following as of June 30:

	<u>2016</u>	<u>2015</u>
Temporarily restricted		
Program services	\$ 74,280	\$ 87,641
Child health services	356,884	349,494
Capital improvements (expended)	93,546	138,539
Capital improvements (not yet in service)	<u>56,990</u>	<u>-</u>
Total	<u>\$ 581,700</u>	<u>\$ 575,674</u>
Permanently restricted		
Working capital	<u>\$ 101,358</u>	<u>\$ 101,358</u>

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2016 and 2015

6. Patient Service Revenue

Patient service revenue follows:

	<u>2016</u>	<u>2015</u>
Medicare	\$ 824,444	\$ 516,851
Medicaid	5,824,163	4,816,637
Patient and patient health insurance	<u>1,832,738</u>	<u>820,883</u>
Medical patient service revenue	8,481,345	6,154,371
340B pharmacy revenue	<u>802,683</u>	<u>558,465</u>
Total patient service revenue	<u>\$ 9,284,028</u>	<u>\$ 6,712,836</u>

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

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

Medicare

Effective July 1, 2015, the Organization began to be reimbursed for the care of qualified patients, on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by federal guidelines. Prior to July 1, 2015, the Organization was reimbursed at specified interim contractual rates during the year. Differences between the Medicare interim contractual rate and the cost of care as defined by the Principles of Reimbursement governing the program were determined and settled on a retrospective basis. Overall, reimbursement was and continues to be subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through June 30, 2015.

Medicaid and Other Payers

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively-determined rates per visit, discounts from established charges, and capitated arrangements for primary care services on a per member, per month basis.

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2016 and 2015

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization charity care policy amounted to \$1,803,834 and \$1,264,656 for the years ended June 30, 2016 and 2015, respectively.

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

7. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 403(b) that covers substantially all employees. The Organization contributed \$266,304 and \$195,365 for the years ended June 30, 2016 and 2015, respectively.

8. Concentration of Risk

The Organization has cash deposits in major financial institutions which exceed 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 Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. Following is a summary of accounts receivable, by funding source, at June 30:

	<u>2016</u>	<u>2015</u>
Medicare	15 %	6 %
Medicaid	46 %	67 %
Other	<u>39 %</u>	<u>27 %</u>
	<u>100 %</u>	<u>100 %</u>

9. Commitments and Contingencies

Medical Malpractice Insurance

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of the year ended June 30, 2016, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and additional medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2016 and 2015

Leases

The Organization leases office space and certain other office equipment under noncancelable operating leases. Future minimum lease payments under these leases are:

2017	\$ 338,327
2018	293,878
2019	113,624
2020	71,955
2021	73,016
Thereafter	<u>207,106</u>
Total	<u>\$ 1,097,906</u>

Board of Directors

Manchester Community Health Center

Name	Committee(s)	Board Role	Date of Nominations	Next Due for Reappointment	Final Term Ends (9 Yr. Max)
KATHLEEN DAVIDSON	Quality Improvement Personnel	Director	11/4/2014	November, 2017	11/04/23
BARBARA LABONTE	Finance (CHAIR) Executive	Treasurer	6/25/2014	June, 2017	06/25/23
DOMINIQUE A. RUST	Executive (CHAIR) Finance	President	4/6/2010	Term ends 4/6/19	04/06/19
TONI PAPPAS	Marketing & Dev (CHAIR)	Director	2/2/2010	Term ends 2/2/19	02/02/19
GERRI PROVOST	Finance Executive	Secretary	11/4/2008	Term ends 11/4/17	11/04/17
MUKHTAR IDHOW	Quality Improvement	Director	4/6/2010	Term ends 4/6/19	04/06/19
MYRA NIXON	Personnel (CHAIR) Executive	Vice President	9/1/2008	Term ends 9/17	09/01/17
IDOWU EDOKPOLO	Strategic Planning	Director	11/19/2013	November, 2019	11/19/21
PARSU NEPAL		Director	3/7/2017	March, 2020	03/07/26
CATHERINE MARSELLOS	Strategic Planning Quality Improvement	Director	6/2/2015	June, 2018	06/02/24
ALEIDA GALINDO	Marketing & Dev Quality Improvement	Director	6/2/2015	June, 2018	06/02/24
PHILLIP ADAMS		Director	6/21/2016	June, 2019	6/21/2025
SOM GURUNG		Director	3/7/2017	March, 2020	03/07/26
RAJESH KOIRALA		Director	3/7/2017	March, 2020	03/07/26
KERRI ARAMINI		Director	4/4/2017	April, 2020	04/04/20

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 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.

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 StudiesUMass 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 through 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.

Wendy A. Labrecque

Objective: Participate as a contributing member in a team that will best utilize acquired skills, education, and experience in accounting.

**Summary of
Qualifications:**

Includes over 20 years in a wide variety of accounting and fiscal management capacities, involving:

- Extensive experience with the day-to-day accounting operations of a non-profit organization, encompassing skills and responsibilities for the oversight of multiple accounts, including ledger balancing and posting, AR/AP, collections and reconciliations, as well as budgetary planning, forecasting and adherence management, P & L analysis, cost containment, IRS tax (990), expense reporting, balance investments in subsidiaries with the corresponding companies' current year contributions/distributions and aviation flight tracking spreadsheets for IRS purposes.
- Producing operating statements and financial year/end reports, preparation and coordination of internal/external (IRS) and funding source audit processes (A133), in addition to experience with corporate consolidation, acquisitions and merger activities, and performing regular intra/inter-fiscal accounting break-downs and analysis of consolidated balance sheets for multiple corporate entities.
- Comprehensive knowledge and hands-on experience with grant administration, budgeting, and reporting/compliance requirements, managing up to 40 grants simultaneously.
- Familiarity with the following computer systems and applications: Windows XP, Microsoft Word 07, Excel 2010, Excel Pivot Tables, Access, PowerPoint, Solomon, Quicken, ADP Payroll, Peachtree, Yardi, People Soft, NVision and a variety of data management packages.
- As a team player, providing substantial input into problem solving and quality assurance activities.
- Additional skills and experience: effective interpersonal and communications skills; coordination of volunteer-based programs, including supervision, training and task assignment responsibilities for up to 20 volunteers.

**Employment
History:**

EASTER SEALS OF NEW HAMPSHIRE , Manchester, NH March 2013 – August 2014	Sr. Accountant
RJ FINLAY MANAGEMENT , Nashua, NH 2008 – 2013	Accountant
CHARTER TRUST COMPANY , Concord, NH 2005 – 2008	Financial Assistant
EASTER SEALS OF NEW HAMPSHIRE , Manchester, NH 1984-2005	Held various positions from Accounting Clerk to Sr. Accountant

Accomplishments: *Recognized for outstanding job performance and presented: The Carousel of Accomplishment/President's Meritorious Service Award.*

**Community/
Volunteer Service:** EASTER SEALS TELETHON PLEDGE CENTER COORDINATOR BIG BROTHERS / BIG SISTERS

Education: **NEW HAMPSHIRE COLLEGE** **Economics / Accounting 1 & 2**
Manchester, NH **Managerial Accounting Program**

GOFFSTOWN HIGH SCHOOL, Goffstown, NH **Diploma**

Continuing Ed.: *Attended numerous employer sponsored courses, programs and seminars, including: Managing Multiple Priorities, Customer Services, Budgeting Principles, Computer Applications: Excel07, Microsoft Word 07 etc.*

References: Excellent professional and personal references are available and will be furnished upon request.

Anne T. Burgess

Education:

Boston City Hospital School of Nursing - Boston, MA
Diplomate in Nursing - GPA: 3.75 Rank: 8/99

Licensures:

New Hampshire State Registered Nurse License 02/76
Massachusetts State Registered Nurse License 10/68

Certifications:

Certified Diabetes Educator - 1997 - present
Rectified - 2002

Positions Held:

Children's Hospital @ Dartmouth - Manchester, NH

1996- ~~present~~ 2003

Pediatric Diabetes and Endocrinology Nurse Clinician

Responsibilities included coordinating the care of complex Endocrine patients. Additional responsibilities include evaluating and obtaining history on diabetic and endocrine patients, then presenting patient to Attending Physician. Educating and managing Type 1 and Type 2 Diabetics. Triage emergency phone calls. Coordinating and management of attending schedule. Involved in coordinating clinical research protocols. Coordinating testing procedures. Evaluating laboratory results to notify attending of abnormalities requiring immediate attention. Educating Student Nurses, Nurses, and Primary Care Physicians in Diabetes and Endocrine problems. Self educating myself to keep abreast of new technology in diabetes and endocrine.

Dartmouth Hitchcock Clinic Manchester - Pediatrics

Telephone triage, Nurse visits, 1995-1996
patient education

Phizer-Pharmacia

1999- present

Clinical Co-ordinator - alpha and beta software testing,
Seminar presentations - software

Department of Health, City of Manchester, NH

1994-1995

School Nurse - Elementary and High School

Saint Casimir School – Manchester, NH School Nurse - Elementary	1986-1994
Southern New Hampshire Medical Center – Nashua, NH Staff Nurse – Operating Room	1975-1978
Carney Hospital – Boston, MA Team Leader – Operating Room, Post Operative Care Unit	1973-1975
Halifax District Medical Center – Daytona Beach, FL Staff Nurse – Operating Room	1972-1973
Boston City Hospital – Boston, MA Assistant Head Nurse - Neurosurgical Operating Room (Harvard Neurosurgical Service)	1968-1972

Memberships:

American Diabetes Association
 American Association of Diabetes Educators
 New Hampshire Association of Diabetes Educators
 Pediatric Endocrinology Nursing Society
 New England Pediatric Endocrinology Nursing Organization

Publications:

Bert E. Bachrach, MD, David A. Weinstein, MD, Marju Orho-Melander, Ph.D., Anne Burgess, RN, and Joseph I. Wolfsdorf, MD, BCh. Glycogen Synthase Deficiency (Glycogen Storage Disease Type 0) Presenting with Hyperglycemia and Glucosuria: Report of three new mutations, Journal of Pediatrics, 2002; 140: 781-3.

Abstract (Platform Session): Bert E. Bachrach, David A. Weinstein, MD, Marju Orho-Melander, PhD, Anne Burgess, RN, and Joseph I. Wolfsdorf, MB, BCh. Glycogen Synthase Deficiency (Glycogen Storage Disease Type 0) Presenting with Hyperglycemia and Glucosuria: Report of Three New Mutations. Presented by Bert Bachrach, MD at the Pediatric Academic Societies, Baltimore, MD, 2002 Annual Meeting. May 6, 2002.

Anne T. Burgess, RN, CDE, Holiday Tips for Children with Type 1 Diabetes; Anthem Blue Cross Smart Care Newsletter, Nov., 2002

Teaching:

Partners for Healthy Growth: Nashua, New Hampshire Pediatric Nurses: Staff Development Meeting (May 19, 2003)

Diabetes 101: In the Pediatric Residential Care Setting: Jolicoeur School, Manchester, NH, Easter Seals New Hampshire: Staff Development Workshop (May 7, 2003)

Gadgets and Gizmos for Children with Diabetes: CHaD Dartmouth Hitchcock Medical Center: Pediatric Endocrinology Review Course (Aug. 30, 2002)

Diabetes Care in the Pre-School Setting: Exeter, NH: Pre-School Staff Development Meeting (May 13, 2002)

New Dilemma for the School Nurse! Carbohydrate Counting, Correction Factor, Lantus Insulin and the Insulin Pump: Manchester, NH Health Department: School Nurse Staff Development Meeting (March 14, 2002)

Raymond, NH School Department: Regional School Nurse Staff Development Meeting (April 11, 2002)

Diabetes Update: Type 1 Diabetes Mellitus Yesterday, Today and Tomorrow: Dartmouth Hitchcock Clinic-Manchester: Staff Development Meeting (Jan. 31, 2002)

And what is this? CGMS (Continues Glucose Monitoring System) in the School Setting: Manchester, NH Health Department: Regional School Nurse Workshop (Nov. 15, 2001)

Let's Take the Drudgery Out of SMN'S (Statements of Medical Necessity): Norfolk, VA, Pfizer-Pharmacia – Pediatric Endocrinology Nursing Society Nurse Enrichment Day (April, 2000)

Saint Louis, MO, Pfizer-Pharmacia – Pediatric Endocrinology Nursing Society Nurse Enrichment Day (April, 1999)

Tracy Gassek

OBJECTIVE To obtain a position as a Social Worker/Case Manager

QUALIFICATIONS

Social Worker with vast experience working with children and families providing case management in a community health center and private pediatric practice. Extensive experience with home visitation, documentation, and referrals for services. Background in mental health and substance abuse counseling as well as in the field of child protection. Other experience includes collaboration with school systems, court reports, and crisis intervention.

EDUCATION

BA Psychology: University of New Hampshire

EMPLOYMENT

February 2001 to Present: Community Health Worker /Care Coordinator, Lamprey Health Care
Social Worker in Community Health Center responsible for care coordination and referral to supportive services for all patients. Other duties include pregnancy testing and counseling, HIV counseling, intakes, assessments and documentation in patients records using "Logician" software.

August 1999-February 2001 Social Worker, MA Department of Social Services
Case management for children and families who have open cases with DSS or for whom the Department has custody. Duties include home visitation, court reports, management of case records, referrals for supportive services, coordination of placement services for children in residential and foster care, development and review of service plans, and assessing families on an ongoing basis in regard to safety and risk.

August 1997 to August 1999

Social Worker/Family Support: Child Health Services

Social services support for low income families of CHS; a pediatric clinic in Manchester, NH, embracing a biopsychosocial approach to health. Family Support Workers are responsible for clinical coverage as well as family based services for high-risk families identified by medical and social service staff. Other duties include: coordination of health insurance coverage for low income families, intake and registrations, family assessments and referrals to outside agencies. Special project included coordination of enrichment program for the children and families of CHS.

June 1996 to January 1998

Mental Health Worker/ Family Stabilization Team Charter Behavioral Health Systems

Per Diem position at Brookside Hospital in Nashua, NH working with adolescents, children and adults. Varied work experience included counseling for adults with substance abuse and psychiatric issues, leading therapeutic groups for children and young adults on locked units. As a Family Stabilization Team member, support was provided to children after discharge from hospital and acute care settings.

REFERENCES

Available upon request

Carolyn C Anderson

Patient Account representative/Billing

SKILLS

Medical Billing, Coding, Proficient in Microsoft Word, Power Point, Excel and Outlook, Great attention to detail; Self starter, Able to work in a fast pace environment; Excellent customer service as well as Verbal and Written communication skills, Excellent organization skills, Able to multi-task; Manage multiple monitors and programs running simultaneously; Experience with UB-04 form, 1500 form, CPT codes, ICD-10-CM, ICD-10-PCS and HCPCS codes, Experience in billing and correspondence of medical claims.

Experience

Account Temps (Alice Peck Day Hospital)(40 hrs at \$16.per hr) Jan 2016 to present
Lebanon, NH Contact Adam Plante 603-641-9400

Credentialing Specialist

- Communicate with Insurance companies for enrollment of Providers for Insurance.
- Perform other tasks as needed by the Manager
- Follow-up on correspondence and solve credentialing issues that arise for providers.
- Enroll new providers into the hospital insurance programs

Account Temps (Conifer Health) (40 hours per week at \$17.00 per hour) Oct, 2016 to Nov, 2016
Lebanon, NH: Contact: Adam Plante-603-641-9400

Dartmouth Hitchcock Hospital,

Account Representative (billing) Team Member

- Working an Excel spreadsheet of claims over 90 days without pay. Communicate with insurance carrier via email, telephone and fax to confirm payment or nonpayment and other information for claims.
- Working in the Epic Software system for research to find correct billing information for claims that have been denied for coding issues. Enter communication to other departments that will continue in process of working claims.
- Update insurance information, current demographic information, needed to process the claim and re-billed the claim.
- Working from the Epic software. Research and print medical records that match the coding on the claim and sending the information to the Veterans Administration for payment.
- Used Epic system and Excel spreadsheets and trained in Ace claim system.

Equity Staffing (United health Group) (40 hours per week at \$17.00 per hour) Aug, 2016 to Oct, 2016

Hooksett, NH Contact: Kristy Frazier-303-459-2503

Enrollment Specialist/Team member

- Enter detailed application information for employees into health plans for large groups of employers.
- Did research of employee application correct medical plans for the employees.
- Measure the application information against rules for membership to make sure the employee qualified for the medical plan desired.
- Created documents with questions regarding missing information from the application that was required to apply for the membership.

Randstad National (Cigna) (40 hours per week at \$13.50 per hour) March, 2016 to Aug, 2016

Hooksett, NH Contact: Courtney Shawley 763-545-8055

Coordinator Specialist/Team member

- I research the internet for information to renew a dentist membership with Cigna Insurance. I search for the license, the DEA (a license to prescribe controlled substance in their state), I verify the county they work in, the NPI (National Provider Identifier) and other qualifying information
- I work with multiple monitors so that I can have many programs open at the same time.
- I utilize proper security to maintain personal information laws.
- I proofread all my work for accuracy and consistency.
- I do all outreach to the Doctors for their credentials and to troubleshoot any issues that may arise, such as malpractice issues or qualifying issues.

Graphic Packaging International (40 hours per week at \$18.00 per hour) Jan, 2015 – March, 2016

Concord, NH Contact: Elizaveta Roberts 603-230-5185

CNC Milling Machinist/Team member

Adecco Temp (Spraying Systems) (40 hours per week at \$18.00 per hour) Jan, 2014 – Dec, 2014

Hudson, NH Contact: Maggie Ringey 603-598-0117

CNC Lathe Machinist/Team member

TAF A Praxair (40 hours per week at \$15.00 per hour)

Dec, 2012 –Jan, 2014

Concord, NH Contact: Brian Ballam 603-223-2143

Lathe Operator/Team member

CC'S Daycare, (60 hours per week at \$1,000.00 gross per week)

Jan, 2011 – Nov, 2012

Owner/Operator

Warwick, RI

General Electric (40 hours per week at \$27.00 per hour)

Jan, 2005 – July, 2011

Hooksett NH Contact: Merline Burnes 603-666-8305

Tubing/End Finisher (Team member)

Education/License/Certificates

- **Career Step (Medical Billing and Coding Certificate) August, 2016**
- **Licensed In Home Daycare, Warwick, RI January 2011 to November, 2012**
- **Nashua Community College, Nashua, NH September, 2007 to September, 2008 Machinist Certificate, Drama club, Metallurgy, Lathe Operation, Drill operation, Shop machines.**
- **Manchester Community College, Manchester, NH, September, 2010 to December, 2010 Accounting; Accounting 1, Accounting Law, Microsoft Excel, English composition, Microsoft Word, Microsoft PowerPoint.**
- **Licensed Nurses Aid September, 2003 to January 2004**
- **Empire beauty School (cosmetology) September, 1997 to December, 1998**

Volunteer Programs

- **Mothers Helping Mothers Program: Visit young mothers to help them with housework, child nurturing, and companionship.**
- **Child Abuse Prevention Program: Hand out brochures at benefit shows and craft shows to inform community about the prevention of child abuse.**
- **Visit the elderly in their home for companionship and to help with housework.**

EVELYN GIBNEY

Evelyn Gibney ♦

OBJECTIVES:

Seeking Administrative/Program Assistant position and making the most of extensive experience in the medical field. I hope to achieve many new skills and be able to use the skills I now have. I have a positive attitude, excellent time management skills and organized approach. I am very reliable, self-directed, resourceful, and passionate.

EDUCATION:

Life Long Learning	Manchester	2016
LNA Certified	Manchester	2008
LNA Certified	Bedford	1995
Genesis Health Care	Bedford	NH
Groveton High School	Groveton	NH

EXPERIENCE:

Child Health Services/ MCHC/Neuromotor ♦ 145 Hollis Street, Manchester, NH 03101

Secretary /Administrative Assistant 2003 – Present

- Answering phones
- Coordinating Neuromotor clinic
- Gather intake information
- Setting up and maintenance of charts
- Record keeping -maintaining confidentiality
- Management of the transcription process
- Assist with preparation and timely submission of state required statistical forms
- Generate appointment letters, HIPPA releases,
- Confirmation phone calls prior to clinic.
- Function as Medical Assistant during Neuromotor clinics, weighing and measuring, and responsibility for patient flow.
- Cross training for CHS multi phone lines, receptionist and charts
- Working cooperatively with CHS/MCHC administrative staff

Bavarian German Restaurant ♦ 1461 Hooksett Rd C7, Hooksett, NH 03106

Bartender/Server 2010-2015

- Bartending
- Food Service
- Cashiering
- Maintenance of bar inventory

Altex

♦ Canal Street, Manchester, NH 03101

Production Worker 2001-2003

- Labeling
- Stocking
- Sewing

Bijoy Kundo,MD

♦ 88 McGregor St Ste 104, Manchester, NH 03102

Medical Assistant/Secretary 2000-2001

- Receptionist
- Blood pressures, Pulse, Respirations, HCG test, Glucose, etc.
- Preparing charts for appointment
- Billing
- Maintain supplies, inventory, ordering of office and clinic orders
-

Hillsborough County Nursing Home ♦ 88 McGregor St Ste 104, Manchester, NH 03102

LNA 1998-2000

- LNA Certification
- ADL
- Temperature
- Pulse
- Blood Pressure
- Feeding
- Changing linen
- Bathing residents
- Record keeping
- Intake/out put
- Changing Residents

Genesis Eldercare ♦ 91 Country Village Rd, Lancaster, NH 03584
LNA 1996-1998

- LNA Certification
- ADL
- Temperature
- Pulse
- Blood Pressure
- Feeding
- Changing linen
- Bathing residents
- Record keeping
- Intake/out put
- Changing Residents

Genesis Eldercare ♦ 25 Ridgewood Rd, Bedford, NH 03110
LNA /Certification 1995-1996

- LNA Certification
- ADL
- Temperature
- Pulse
- Blood Pressure
- Feeding
- Changing linen
- Bathing residents
- Record keeping
- Intake/out put
- Changing Residents

SKILLS:

- Proficiency and Certified in Excel/Word, Microsoft Office/Outlook, Epic and State of NH Citrix software
- Knowledge of medical terminology;
- Excellent communication skills
- Team player who has flexibility to respond to the occasional demands for or change in priorities within the clinic;
- Ability to understand and maintain client confidentiality.
- Ordering of Neuromotor Supplies
- Mass mailing for multi departments Neuromotor, CDC, Nutrition and etc.-Computer based surveys
- Compassionate and supportive with patients and families demeanor.



Manchester Community Health Center

Key Personnel

Name	Job Title	Annual Salary	% Paid from SMS Contract	Amount Paid from SMS Contract
✓ Kris McCracken	President/Chief Executive Officer	\$184,163.00	0.00%	\$0.00
✓ Gavin Muir	Chief Medical Officer	\$263,515.00	0.00%	\$0.00
✓ Diane Trowbridge	Chief Operating Officer	\$118,227.00	0.00%	\$0.00
✓ Janet Clark	Director of Special Medical Programs	\$73,970.00	100.00%	\$73,970.00
Wendy Labrecque	Accountant	\$40,770.00	32.00%	\$13,046.40
✓ Ann Burgess	Nurse	\$59,380.00	100.00%	\$59,380.00
Tracy Gassek	Complex Care Network Coordinator	\$59,997.00	100.00%	\$59,997.00
✓ Evelyn Gibney	Program Support	\$34,169.00	100.00%	\$34,169.00
Carolyn Anderson	Billor	\$35,768.00	65.00%	\$23,249.20



TV 35

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

**Nicholas A. Toumpas
Commissioner**

**Diane Langley
Director**

BUREAU OF ELDERLY & ADULT SERVICES
129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9203 1-800-351-1888
Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

*Gr & C Approved
May 27, 2015
Item # 35*

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.

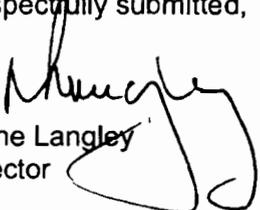
Area served:

- 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,

4/13/15
 Date

State of New Hampshire
 Department of Health and Human Services

 Diane Langley
 Director

4-7-15
 Date

Manchester Community Health Center

 NAME Kris McCracken
 TITLE Pres. dent / 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

Laurie Garland
 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

Date 5/11/15


 Name: Megan A. Gove
 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: _____

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
<i>Subtotal: Professional Services</i>	<i>\$146,950</i>	<i>\$146,950</i>
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
<i>Subtotal: Personnel Salaries & Fringe</i>	<i>\$167,625</i>	<i>\$167,625</i>
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
<i>Subtotal: Direct/Other Services</i>	<i>\$10,840</i>	<i>\$10,840</i>
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
<i>Subtotal: Subcontracted Community Clinical Services</i>	<i>\$132,918</i>	<i>\$132,918</i>
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
<i>Subtotal: Indirect Costs</i>	<i>\$68,277</i>	<i>\$68,277</i>
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>	127,999	127,999
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>	13,289	13,289
FRINGE 23.69%	33,471	33,471
<i>Subtotal: Salaries & Fringe</i>	174,759	174,759
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>	8,845	8,845
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>	2,000	2,000
<i>SUBTOTAL: All line items Above</i>	185,604	185,604
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>	25,057	25,057
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
Subtotal: Professional Salaries & Fringe	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
Subtotal: Professional Services	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
Subtotal: Direct Expenses	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
Subtotal: Administrative Costs	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>	\$58,500	\$58,500
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>	\$115,004	\$115,004
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>	\$38,003	\$38,003
FRINGE (23.69%)	\$36,247	\$36,247
<i>Subtotal: Professional/Personnel</i>	\$247,754	\$247,754
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>	\$15,700	\$15,700
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>	\$37,318	\$37,318
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 Signature]
Date *[Handwritten Date]*



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

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

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

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

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

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

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

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

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

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- 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 Département 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.

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

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

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

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

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

Exhibit G

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

Contractor Initials

[Handwritten Signature]
Date 4/7/14

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

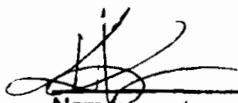

Name: Kris McCracken
Title: President/CEO

Exhibit G

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

Contractor Initials


4/7/15
Date



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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



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

D. [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



Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate
Commissioner

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

BUREAU OF DEVELOPMENTAL SERVICES

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

122
G&C Approved
June 19, 2013
Item # 122

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

30% General , 30% Federal

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 28, 2013
Page 2 of 5

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

Her Excellency, Governor Margaret Wood Hassan
' and the Honorable Council
May 28, 2013
Page 4 of 5

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.

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

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

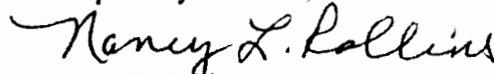
Area served for FACETS of Epilepsy Care in New Hampshire: Statewide

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.

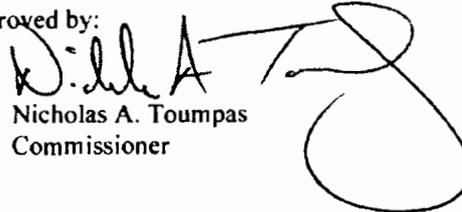
In the event that Federal funds become no longer available, General Funds will not be requested to support this program.

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:

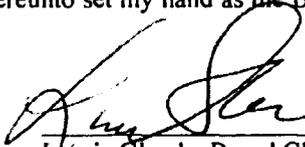
1. I am the duly elected Board Clerk of Child Health Services;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of Child Health Services, duly held on February 6, 2013.

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.

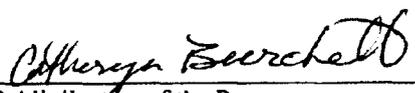
IN WITNESS WHEREOF, I have hereunto set my hand as the Board Clerk of Child Health Services this 31st day of May, 2013.


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 18, 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 <i>Lisa DiBrigida, MD</i>		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 in capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>Catheryn Burchett</i> [Seal] CATHERYN BURCHETT, Notary Public My Commission Expires August 19, 2014			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Catheryn Burchett</i>			
1.14 State Agency Signature <i>Nancy L. Rollins</i>		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: <i>Jeanne P. Herlihy, Attorney</i> 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:

Date:

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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.

1. 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: 9/30/13

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

Page 3 of 5
Contractor Initials: RAD

Date: 5/31/13

Contractor Initials: RAD

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
<i>Subtotal: Professional Salaries & Fringe</i>	<i>\$124,404.80</i>	<i>\$124,404.80</i>
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
<i>Subtotal: Professional Services</i>	<i>\$109,838.14</i>	<i>\$109,838.14</i>
SUBTOTAL OF ALL ABOVE:	<i>\$234,242.94</i>	<i>\$234,242.94</i>
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
<i>Subtotal: Direct Expenses</i>	<i>\$2,200.00</i>	<i>\$2,200.00</i>
SUBTOTAL OF ALL ABOVE	<i>\$236,442.94</i>	<i>\$236,442.94</i>
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
<i>Subtotal: Administrative Costs</i>	<i>\$39,978.80</i>	<i>\$39,978.80</i>
TOTALS:	<i>\$276,421.74</i>	<i>\$276,421.74</i>

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

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

[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)

Contractor Initials: [Handwritten Initials]
Date: 5/31/13

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: DAD

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).

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 MD 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 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 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: LAD

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