

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

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

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February 24, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **sole source** agreement with Mascoma Community Health Center (Vendor # 283136-B001), 18 Roberts Rd, PO Box 550, Canaan, NH 03741, to provide oral health care coordination services to assure ongoing access to preventive care, with the option to renew for up to two (2) additional years, in an amount not to exceed \$228,200, effective upon Governor and Executive Council approval, through August 31, 2022. 100% Federal Funds.

Funds are available in the following account for State Fiscal Years 2020 and 2021, and are anticipated to be available in State Fiscal Years 2022 and 2023, with authority to adjust budget line items within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-90-902010-22150000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMMUNITY AND HEALTH SERVICES, CDC ORAL HEALTH GRANT

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for Prog Svc	90080502	\$77,500
2021	102-500731	Contracts for Prog Svc	90080502	\$76,700
2022	102-500731	Contracts for Prog Svc	90080502	\$68,000
2023	102-500731	Contracts for Prog Svc	90080502	\$6,000
			Total	\$228,200

EXPLANATION

This request is **sole source** because the Mascoma Community Health Center is the only community health center in the State of New Hampshire that has the capacity to provide clients with the needed services and lies within the dental health professional shortage area and is within the Alice Peck Day Hospital Emergency Department service area.

The purpose of this request is to create a care coordination program that assists individuals who

present at the emergency department for non-traumatic dental conditions and who do not have a dental provider. Dental care coordination ensures access to urgent and preventive oral health care in order to reduce unnecessary opioid prescribing in the emergency department for dental pain.

Approximately 450 individuals will be served from State Fiscal Year 2020 through State Fiscal Year 2023.

Approximately 11% of all opioid prescriptions in US are for dental conditions. Current best practices guidelines indicate the majority of opioid prescriptions are unnecessary and could contribute to opioid misuse.

The Contractor will provide care coordination services to individuals who present to the emergency department at Alice Peck Day Hospital, for non-traumatic dental conditions. The Contractor will utilize a care coordinator to provide patient outreach; assess barriers to accessing dental care; and facilitate referrals to a dental provider for follow-up care. The Department anticipates an increase in individuals who engage in routine oral health care, which will reduce the costs associated with treating non-traumatic dental conditions in the emergency department. This will subsequently reduce the need for prescribing unnecessary opioids as a method to manage dental pain.

The Department will monitor the effectiveness of contract services using the following performance measures:

- 100% of patients who are referred to the program are contacted by the Contractor to address barriers to accessing dental care.
- 100% of patients referred to the program are offered an appointment for dental provider.
- 100% of eligible patients seeking care coordination program services are assessed, evaluated, and appropriately referred to the services.
- Documentation of each eligible patient visit to the contractor.


Should the Governor and Executive Council not authorize this request, individuals in the Grafton County area may not have access to needed dental services and the Department may miss an opportunity to reduce opioid misuse in the Grafton County area.

Area served: Grafton County

Source of Funds: 100% Federal Funds from US Department of Health and Human Services Health Resources and Services Administration (HRSA). CFDA# 93.236, FAIN# T12HP31859

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

Respectfully submitted,


Lori A. Shabinette
Commissioner


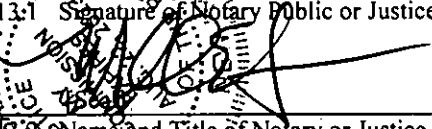
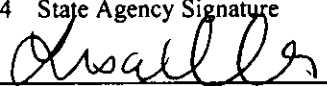
Subject: Oral Health Care Coordination / SS-2020-DPHS-01-ORALH

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name <i>MASCOMA COMMUNITY HEALTHCARE, INC.</i> AKA Mascoma Community Health Center		1.4 Contractor Address 18 Roberts Rd, PO Box 550 Canaan, NH 03741	
1.5 Contractor Phone Number (603) 523-4343	1.6 Account Number 05-095-090-902010- 22150000-102-500731	1.7 Completion Date August 31, 2022	1.8 Price Limitation \$228,200
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory PETER THURBER CHAIR MASCOMA COMMUNITY HEALTHCARE, INC	
1.13 Acknowledgement: State of New Hampshire , County of <i>GRAFTON</i> On <i>2/3/2020</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace <i>MICHAEL SAMSON, JUSTICE OF THE PEACE</i>			
1.14 State Agency Signature  Date: <i>2/27/20</i>		1.15 Name and Title of State Agency Signatory <i>LISA MORRIS, DIRECTOR DPHS</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Gill Bulow</i> On: <i>3/4/20</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.300.

2. Scope of Work

- 2.1. The Contractor shall ensure patient care is available in a clinical facility located in Grafton County, which is a Dental Health Professional Shortage Area (DHPSA).
- 2.2. The Contractor shall convene and participate in a workgroup to establish a care coordination program for individuals experiencing non-traumatic dental pain. The Contractor shall ensure:
 - 2.2.1. The workgroup convenes on a quarterly basis and includes, but is not limited to the option to attend:
 - 2.2.1.1. At a physical location.
 - 2.2.1.2. By telephone through conference call line available to all participants.
 - 2.2.2. The first workgroup is convened no later than thirty (30) days after the contract effective date.
- 2.3. The Contractor shall ensure a Care Coordinator coordinates dental services for individuals who have non-traumatic dental pain. The Contractor shall:
 - 2.3.1. Accept referrals from partnered emergency department(s).
 - 2.3.2. Attempt to contact each individual to schedule a face-to-face assessment.
 - 2.3.3. Schedule an assessment for each individual in need of services to determine:
 - 2.3.3.1. Barriers to accessing dental care services.
 - 2.3.3.2. Barriers to completing recommended course of dental care.
 - 2.3.4. Methods and programs available to mitigate barriers to dental care.
 - 2.3.5. Assist patients with finding methods to overcome barriers to completing recommended courses of care.



Exhibit A

- 2.3.6. Ensure that 100% of patients referred to the care coordination program are offered an appointment for dental care in a dental clinic.
- 2.3.7. Monitor and report timeliness of follow-up on referrals from the ED to a dental clinic.
- 2.4. The Contractor shall ensure a minimum of one (1) individual to the Bi-State Annual Primary Care conference.
- 2.5. The Contractor shall ensure that 100% of eligible patients seeking care coordination program services are assessed, evaluated, and appropriately discharged.
- 2.6. The Contractor shall attempt follow up contact to each individual referred for program services to assess barriers to accessing dental care, ensuring no personal health care information is exchanged. The Contractor shall attempt to contact individuals
 - 2.6.1. Via phone.
 - 2.6.2. Via text.
 - 2.6.3. In written form via postal mail.
 - 2.6.4. In written form via email.

3. Reporting

- 3.1. The Contractor shall submit information for the program evaluation, which includes, but is not limited to:
 - 3.1.1. Number of patients referred from a hospital emergency department.
 - 3.1.2. Number of appointments made.
 - 3.1.3. Number of appointments completed.
 - 3.1.4. Number of patients that completed the recommended course of care.
 - 3.1.5. Cost of providing care to patients referred from hospital emergency departments.
- 3.2. The Contractor shall ensure each patient visit is documented in aggregate data.
- 3.3. The Contractor shall submit aggregated data for care coordination services performed no later than June 30th of each contract year, which includes, but is not limited to:
 - 3.3.1. Number of patients diverted through the program to an oral health professional.
 - 3.3.2. Number of patients that attended their referral appointment.
 - 3.3.3. Number of patients that completed their recommended course of care.
 - 3.3.4. Cost of providing services to patients referred through the program.
- 3.4. The Contractor shall provide a quarterly report utilizing information provided in the evaluation, as referenced in Subsection 3.1.
- 3.5. The Contractor shall monitor and report timeliness of follow-up on referrals from the ED to a dental clinic.



Exhibit A

4. Deliverables

- 4.1. The Contractor shall hire and train a care coordinator within ninety (90) days of the contract effective date.
- 4.2. The Contractor shall develop a sustainability plan for care coordination through alternative funding sources, upon Department approval.
- 4.3. The Contractor shall ensure 100% of patient visits are documented.

5. Performance Measures

- 5.1. The Contractor shall ensure that an attempt to contact 100% of patients that are referred to the program by the care coordinator to assess their barriers to accessing dental care.
- 5.2. The Contractor shall ensure that 100% of patients referred to the program are offered an appointment for dental care.
- 5.3. The Contractor shall ensure that 100% of eligible patients seeking care coordination program services are assessed, evaluated and appropriately discharged.



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% Federal Funds from US Department of Health and Human Services, Health Resources and Services Administration (HRSA), Grants to States to Support Oral Health Workforce Activities, CFDA #93.236, Federal Award Identification Number (FAIN), T12HP31859.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements, which includes a minimum in-kind match amount of \$39,874 annually. The Contractor shall:
 - 3.1. Ensure the annual \$39,874 required match is in non-federal contributions either in cash or in-kind related directly to implementing HRSA project activities and goals related to Substance Use Disorder (SUD), as approved by the Department.
 - 3.2. Submit an annual report of itemized matching funds in accordance with the Code of Federal Regulations, 45 CFR Part 75.306 no later than June 15th annually.
 - 3.3. Document itemized sources of funding match and provide the documentation to the Department as requested.
4. Failure to meet the scope of services may jeopardize the funded Contractor's current or future funding.
5. The Contractor shall submit a report utilizing Exhibit B-1, Match Report Form, to demonstrate meeting the match requirements, as specified in Section 3 above, no later than the twentieth (20th) working day of each month, which identifies match requirements provided in the prior month.
6. Payment for said services shall be made monthly as follows:
 - 6.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-2, Budget through Exhibit B-5, Budget.
 - 6.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 6.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
 - 6.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and only if sufficient funds are available.
7. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
8. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

New Hampshire Department of Health and Human Services
Oral Health Care Coordination



Exhibit B

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

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

10. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
11. 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.
12. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1

**New Hampshire
Oral Health Program
Match Report Form**

CARE COORDINATION SITE: _____

NAME: _____
 Volunteer ☐ Contractor ☐ Provider ☐

MATCH/YEAR: _____

ADDRESS: _____

CONTRACT IN-KIND MATCH:

*MATCH RATE PER HOUR: ☐ Volunteer _____/hour

CITY, ZIP: _____

☐ Manager/Staff _____/hour

TELEPHONE: _____

☐ Provider _____/hour

MATCH DOCUMENTATION

DATE	IN-KIND/CASH	MATCH ACTIVITY	# OF HOURS	MATCH RATE*	CONTRACT MATCH	TOTAL
TOTAL:						

Financial Manager/Official signature

Date

SS-2020-DPHS-01-ORALH

Contractor Initials PT

Mascoma Community Health

Exhibit B-1

Date 2/3/20

Exhibit B-2

New Hampshire Department of Health and Human Services										
Contractor Name: Mascoma Community Healthcare, Inc										
Budget Request for: Oral Health Care Coordination										
Budget Period: July 1, 2019 - June 30, 2020										
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share			Total
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	
1. Total Salary/Wages	\$ 115,034.00	\$ -	\$ 115,034.00	\$ 51,200.00	\$ -	\$ 51,200.00	\$ 63,834.00	\$ -	\$ 63,834.00	\$ 63,834.00
2. Employee Benefits	\$ 17,094.00	\$ -	\$ 17,094.00	\$ 11,258.00	\$ -	\$ 11,258.00	\$ 5,836.00	\$ -	\$ 5,836.00	\$ 5,836.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 3,000.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00	\$ 250.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00	\$ 500.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00	\$ 500.00
10. Marketing/Communications	\$ 330.00	\$ -	\$ 330.00	\$ -	\$ -	\$ -	\$ 330.00	\$ -	\$ 330.00	\$ 330.00
11. Staff Education and Training	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00	\$ 500.00
12. Subcontracts/Agreements	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,500.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Professional license renewal	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00	\$ 250.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 139,958.00	\$ -	\$ 139,958.00	\$ 62,458.00	\$ -	\$ 62,458.00	\$ 77,500.00	\$ -	\$ 77,500.00	\$ 77,500.00
Indirect As A Percent of Direct 0.0%										

Note:

Mascoma Community Health Contractor Initials PT

SS-2020-DPHS-01-ORALH

Exhibit B-2

Contractor Initials PT
Date 2/3/20

Exhibit B-3

New Hampshire Department of Health and Human Services

Contractor Name: Mascoma Community Healthcare, Inc

Budget Request for: Oral Health Care Coordination

Budget Period: July 1, 2020 June 30, 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DPHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 116,034.00	\$ -	\$ 116,034.00	\$ 51,200.00	\$ -	\$ 51,200.00	\$ 64,834.00	\$ -	\$ 64,834.00
2. Employee Benefits	\$ 17,194.00	\$ -	\$ 17,194.00	\$ 11,258.00	\$ -	\$ 11,258.00	\$ 5,936.00	\$ -	\$ 5,936.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 830.00	\$ -	\$ 830.00	\$ -	\$ -	\$ -	\$ 830.00	\$ -	\$ 830.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00
10. Marketing/Communications	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ 800.00
11. Staff Education and Training	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ 800.00
12. Subcontracts/Agreements	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Professional license renewal	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 139,158.00	\$ -	\$ 139,158.00	\$ 62,458.00	\$ -	\$ 62,458.00	\$ 76,700.00	\$ -	\$ 76,700.00

Indirect As A Percent of Direct

0.0%

Note:

Mascoma Community Health Contractor Initials PT

SS-2020-DPHS-01-ORALH

Exhibit B-3

Contractor Initials PT
Date 2/3/20

Exhibit B-4

New Hampshire Department of Health and Human Services

Contractor Name: Mascoma Community Healthcare, Inc

Budget Request for: Oral Health Care Coordination

Budget Period: July 1, 2021 June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 110,034.00	\$ -	\$ 110,034.00	\$ 51,200.00	\$ -	\$ 51,200.00	\$ 58,834.00	\$ -	\$ 58,834.00
2. Employee Benefits	\$ 17,184.00	\$ -	\$ 17,184.00	\$ 11,258.00	\$ -	\$ 11,258.00	\$ 5,936.00	\$ -	\$ 5,936.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00
10. Marketing/Communications	\$ 480.00	\$ -	\$ 480.00	\$ -	\$ -	\$ -	\$ 480.00	\$ -	\$ 480.00
11. Staff Education and Training	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
12. Subcontracts/Agreements	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Professional license renewal	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 130,458.00	\$ -	\$ 130,458.00	\$ 62,458.00	\$ -	\$ 62,458.00	\$ 68,000.00	\$ -	\$ 68,000.00

Indirect As A Percent of Direct

0.0%

Note:

Mascoma Community Health Contractor Initials

PT

SS-2020-DPHS-01-ORALH

Exhibit B-4

Contractor Initials

PT

Date 2/3/20

Exhibit B-5

New Hampshire Department of Health and Human Services

Contractor Name: Mascoma Community Healthcare, Inc

Budget Request for: Oral Health Care Coordination

Budget Period: July 1, 2022 - August 31, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 10,120.00	\$ -	\$ 10,120.00	\$ 5,120.00	\$ -	\$ 5,120.00	\$ 5,000.00	\$ -	\$ 5,000.00
2. Employee Benefits	\$ 2,375.00	\$ -	\$ 2,375.00	\$ 1,375.00	\$ -	\$ 1,375.00	\$ 1,000.00	\$ -	\$ 1,000.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Professional license renewal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 12,495.00	\$ -	\$ 12,495.00	\$ 6,495.00	\$ -	\$ 6,495.00	\$ 6,000.00	\$ -	\$ 6,000.00

Indirect As A Percent of Direct

0.0%

Note:

Mascoma Community Health Contractor Initials PT

SS-2020-DPHS-01-ORALH

Exhibit B-5

Contractor Initials PT
Date 2/3/20



SPECIAL PROVISIONS

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

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



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

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

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



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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

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

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

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

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

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

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

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

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



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

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

20. Contract Definitions:

- 20.1. **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.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **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 and/or goods to be provided 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.
- 20.4. **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.
- 20.5. **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 time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

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

1.2. Section 10, Termination, is amended by adding the following language:

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

2. Renewal

- 2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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 GRANTEEES 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

New Hampshire Department of Health and Human Services
Exhibit D



- 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)

Mascoma Community Health Center, 18 Roberts Rd, Canaan, Grafton, NH, 03741

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

Vendor Name: *MASCOMA COMMUNITY HEALTHCARE, INC*

2/3/20

Date

Name: *PETER THURBER*
Title: *CHAIR*



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name: MAICOMA COMMUNITY HEALTHCARE, INC

2/3/20
Date

Peter Thurber
Name: PETER THURBER
Title: CHAIR



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

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

INSTRUCTIONS FOR CERTIFICATION

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

New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Vendor Name: MAScoma COMMUNITY HEALTHCARE, INC

2/3/20
Date

Peter J. L.
Name: PETER THURBER
Title: CHAIR



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

The Vendor 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:

Vendor 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

Vendor Initials

PT

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

New Hampshire Department of Health and Human Services
Exhibit G



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

The Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name: MASCOMM COMMUNITY HEALTHCARE, INC

2/3/20
Date



Name: PETER THURBER
Title: CHAIR

Exhibit G

Vendor Initials PT

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



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 Vendor 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 Vendor 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.

Vendor Name: MASOWMA COMMUNITY HEALTHCARE, INC

2/3/20
Date

P. J.
Name: PETER THURBER
Title: CHAIR



Exhibit I

**HEALTH INSURANCE PORTABILITY
ACT BUSINESS ASSOCIATE
AGREEMENT**

The Vendor 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 Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1 Definitions.

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



Exhibit I

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

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

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



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 and Human Services
The State

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Date

MASCOMA COMMUNITY HEALTHCARE, INC
Name of the Vendor

PT
Signature of Authorized Representative

PETER THURBER
Name of Authorized Representative

CHAIR
Title of Authorized Representative

2/3/20
Date



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

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

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

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

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

The Vendor 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 Vendor 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.

Vendor Name:

2/3/20
Date

Peter Thuermer
Name: PETER THURDER
Title: CHAIR

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

As the Vendor 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: 1079558747
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

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

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

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DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

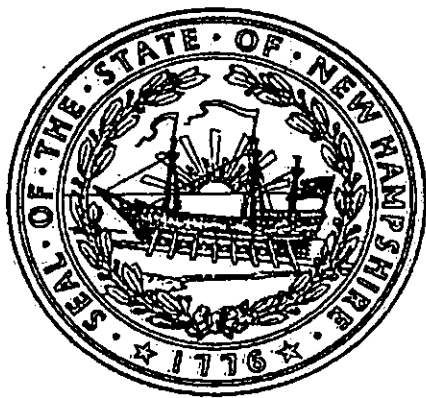
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MASCOMA COMMUNITY HEALTHCARE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 08, 2014. 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: 709968

Certificate Number: 0004798792



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of February A.D. 2020.

A handwritten signature in dark ink, appearing to read "Wm Gardner", is written over a horizontal line.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

(Corporation without Seal)

I, Karen P Wolk, do hereby certify that:
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of Mascoma Community Healthcare, Inc
(Corporation Name)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 2/5/20:
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, for the provision of

Oral Health Coordination Services services.

RESOLVED: That the Chairman Board of Directors
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 3rd day of February, 2020.
(Date Contract Signed)

4. Peter Thurber is the duly elected
Chairman Board of Directors
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

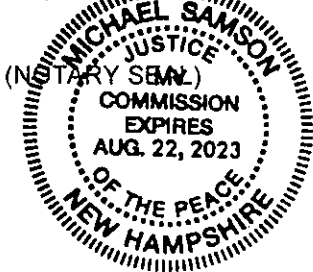
Karen P. Wolk
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of GRAFTON

The forgoing instrument was acknowledged before me this 5TH day of FEB, 2020.

By Karen P Wolk
(Name of Clerk of the Corporation)



[Signature]
(Notary Public/Justice of the Peace)

Commission Expires: 8/22/23



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/04/2020

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

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

PRODUCER Barney Insurance Agency PO Box 95 1188 US Route 4 Canaan NH 03741	CONTACT NAME: PHONE (A/C No. Ext.): (603) 523-4407 FAX (A/C No.): E-MAIL ADDRESS: info@barneyinsurance.com INSURER(S) AFFORDING COVERAGE INSURER A: UNION MUTUAL FIRE INS CO INSURER B: PROSELECT INSURANCE CO INSURER C: THE HARTFORD INSURER D: CNA/WESTERN SURETY INSURER E: INSURER F:
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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	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BUSINESSOWNERS POLICY GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BOP0159366	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 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 BUILDING \$ 2,410,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						\$ \$ \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	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 <input type="checkbox"/>	N/A	13WECAC6MV1	01/12/2020	01/12/2021	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 100,000
D	TREASURERS BOND			62880726	08/15/2019	08/15/2020	\$205,000.00
B	PROFESSIONAL MALPRACTICE			002NH000019613	06/02/2019	06/02/2020	\$1,000,000 \$3,000,000 AGG

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

NOT FOR PROFIT, COMMUNITY OWNED HEALTH CENTER.

CERTIFICATE HOLDER

NH DEPARTMENT OF HEALTH & HUMAN SERVICES
129 PLEASANT ST
CONCORD, NH 03301-3852

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

Duke Barney <DB>

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Mascoma Community Healthcare, Inc.

VISION STATEMENT

Mascoma Community Healthcare promotes health in our communities through our health center, by drawing together local resources to provide personal, affordable, accessible, quality care.

MISSION STATEMENT

Mascoma Community Healthcare, Inc. is a 501 (c) (3) non-profit organization that will:

- Operate a health center designed, managed, and supported by the communities it represents;
- Serve the health needs of the Mascoma Valley including Canaan, Dorchester, Enfield, Grafton, Orange and beyond;
- Provide affordable healthcare regardless of insurance status and based on ability to pay.

Mascoma Community Healthcare will provide comprehensive services including primary care, dental, behavioral health, laboratory and pharmacy. Future services envisioned include physical medicine & rehabilitation, and x-ray.

The Mascoma Community Health Center will:

- Provide the highest quality of care to improve individual and community health;
- Make access to high quality healthcare practical and affordable;
- Include individuals and their families in shared decision making regarding their health;
- Engage individuals, their families and the community to work toward comprehensive health;
- Assure time for individuals, families, and their care team to fully communicate regarding health issues and care plans;
- Coordinate integrated healthcare with individuals and all care teams;
- Assure accessible hours for working individuals and families;
- Support the well-being and needs of our staff and their families.



TYLER, SIMMS & ST. SAUVEUR, CPAs, P.C.
Certified Public Accountants & Business Consultants

Independent Auditors' Report

To the Board of Directors of
Mascoma Community Healthcare, Inc.:

Report on the Financial Statements

We have audited the accompanying financial statements of Mascoma Community Healthcare, Inc. (a nonprofit entity), which comprise the statement of financial position as of March 31, 2018, and the related statement of operations and 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 accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Organization'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 Organization'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.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Mascoma Community Healthcare, Inc. as of March 31, 2018, and the results of its operations, changes in net assets and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

The accompanying financial statements have been prepared assuming that Mascoma Community Healthcare, Inc. will continue as a going concern. As discussed in Note 1 to the financial statements, Mascoma Community Healthcare, Inc. has suffered losses from operations and has entered into additional board member and bank financing subsequent to March 31, 2018 in order to maintain sufficient working capital to carry out its operations. These events raise substantial doubt about its ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 1. The financial statements do not include any adjustments that might result from the outcome of this uncertainty. Our opinion is not modified with respect to this matter.

Prior Period Financial Statements

The financial statements of Mascoma Community Healthcare, Inc. as of March 31, 2017, were audited by other auditors whose report dated October 10, 2017, expressed an unmodified opinion on those statements.

Tyler, Sumner and St. Laurent, CPAs, P.C.

Lebanon, New Hampshire
February 15, 2019

MASCOMA COMMUNITY HEALTHCARE, INC.**Statements of Financial Position**

As of March 31, 2018 and 2017

	<u>2018</u>	<u>2017</u>
Assets		
Current assets		
Cash and cash equivalents	\$ 8,246	\$ 322,943
Restricted cash	50,000	-
Patient accounts receivable, net	124,655	-
Promises to give	-	56,757
Total current assets	<u>182,901</u>	<u>379,700</u>
Property and equipment, net	<u>3,356,787</u>	<u>2,865,948</u>
Total assets	<u>\$ 3,539,688</u>	<u>\$ 3,245,648</u>
Liabilities		
Current liabilities		
Accounts payable	\$ 82,514	\$ -
Construction payable	-	203,768
Accrued expenses	132,948	22,029
Board member notes payable	138,000	-
Short-term notes payable	75,000	-
Current portion of long-term debt	187,471	-
Total current liabilities	<u>615,933</u>	<u>225,797</u>
Long-term debt, less current portion	<u>3,449,529</u>	<u>2,589,957</u>
Total liabilities	<u>4,065,462</u>	<u>2,815,754</u>
Commitments and contingencies (See Notes)		
Net assets		
Unrestricted	(525,774)	373,137
Temporarily restricted	-	56,757
Total net assets	<u>(525,774)</u>	<u>429,894</u>
Total liabilities and net assets	<u>\$ 3,539,688</u>	<u>\$ 3,245,648</u>

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

MASCOMA COMMUNITY HEALTHCARE, INC.**Statements of Operations and Changes in Net Assets**

For the Years Ended March 31, 2018 and 2017

	<u>2018</u>	<u>2017</u>
Changes in unrestricted net assets:		
Operating revenues:		
Net patient service revenue	\$ 393,544	\$ -
Contracts and grants	39,514	-
Donations	190,782	107,318
Donated goods and services	165,000	12,000
Interest and other	10,888	-
Net assets released from restrictions	<u>56,757</u>	<u>5,000</u>
Total operating revenues	<u>856,485</u>	<u>124,318</u>
Operating expenses:		
Program services	1,281,310	-
General and administrative	457,692	90,317
Fundraising	<u>16,394</u>	<u>-</u>
Total operating expenses	<u>1,755,396</u>	<u>90,317</u>
Increase (decrease) in unrestricted net assets	(898,911)	34,001
Changes in temporarily restricted net assets:		
Donations	-	49,757
Net assets released from restrictions	<u>(56,757)</u>	<u>(5,000)</u>
Increase (decrease) in temporarily restricted net assets	<u>(56,757)</u>	<u>44,757</u>
Change in net assets	(955,668)	78,758
Net assets, beginning of year	<u>429,894</u>	<u>351,136</u>
Net assets, end of year	<u>\$ (525,774)</u>	<u>\$ 429,894</u>

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

MASCOMA COMMUNITY HEALTHCARE, INC.

Statement of Functional Expenses

For the Year Ended March 31, 2018 with Comparative Totals for the Year Ended March 31, 2017

	Supporting Services					
	Program Services	General and Admin.	Fundraising	Total Supporting Services	2018 Total	2017 Total
Salaries and wages	\$ 712,246	\$ 193,541	\$ -	\$ 193,541	\$ 905,787	\$ 21,115
Donated salaries and wages	-	150,000	15,000	165,000	165,000	-
Interest	93,132	3,252	-	3,252	96,384	-
Depreciation	64,829	14,584	357	14,941	79,770	-
Supplies	62,088	9,478	414	9,892	71,980	6,058
Employee benefits	54,084	14,697	-	14,697	68,781	1,881
Bad debts	68,298	-	-	-	68,298	-
Payroll taxes	49,878	13,554	-	13,554	63,432	-
Insurance	44,680	15,624	430	16,054	60,734	16,086
Occupancy	53,496	1,868	-	1,868	55,364	8,454
Advertising & recruitment	32,952	-	-	-	32,952	3,555
Professional fees	-	15,026	-	15,026	15,026	22,309
Repairs and maintenance	11,567	404	-	404	11,971	-
Contracted services	-	11,877	-	11,877	11,877	4,709
Lab fees	7,403	-	-	-	7,403	-
Information technology	7,351	3,545	155	3,700	11,051	76
Licenses and fees	-	5,560	-	5,560	5,560	413
Equipment rental	4,705	-	-	-	4,705	-
Small equipment	3,858	-	-	-	3,858	-
Dues and subscriptions	-	3,805	-	3,805	3,805	-
Miscellaneous	3,659	-	-	-	3,659	5,510
Education	2,908	-	-	-	2,908	-
Postage	1,817	877	38	915	2,732	-
Travel	2,140	-	-	-	2,140	151
Vaccines and medicines	184	-	-	-	184	-
Uniforms	35	-	-	-	35	-
Total expenses	\$ 1,281,310	\$ 457,692	\$ 16,394	\$ 474,086	\$ 1,755,396	\$ 90,317

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

MASCOMA COMMUNITY HEALTHCARE, INC.**Statement of Functional Expenses**

For the Year Ended March 31, 2017

	<u>Supporting Services</u>				
	<u>Program Services</u>	<u>General and Admin.</u>	<u>Fundraising</u>	<u>Total Supporting Services</u>	<u>2017 Total</u>
Salaries and Wages	\$ -	\$ 19,423	\$ -	\$ 19,423	\$ 19,423
Payroll Taxes	-	1,692	-	1,692	1,692
Employee benefits	-	1,881	-	1,881	1,881
Professional Fees	-	27,018	-	27,018	27,018
Insurance	-	16,086	-	16,086	16,086
Occupancy	-	8,454	-	8,454	8,454
Supplies	-	6,058	-	6,058	6,058
Miscellaneous	-	5,699	-	5,699	5,699
Advertising & Recruitment	-	3,555	-	3,555	3,555
Licenses and Fees	-	375	-	375	375
Information technology	-	76	-	76	76
Total expenses	<u>\$ -</u>	<u>\$ 90,317</u>	<u>\$ -</u>	<u>\$ 90,317</u>	<u>\$ 90,317</u>

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

MASCOMA COMMUNITY HEALTHCARE, INC.**Statements of Cash Flows**

For the Years Ended March 31, 2018 and 2017

	<u>2018</u>	<u>2017</u>
Cash flows from operating activities		
Change in net assets	\$ (955,668)	\$ 78,758
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Capitalized donated services	-	(12,000)
Depreciation	79,770	-
Provision for uncollectible accounts	68,298	-
(Increase) decrease in the following assets:		
Patient accounts receivable	(192,953)	-
Contracts and grants receivable	-	-
Promises to give	56,757	(44,757)
Prepaid expenses and other current assets	-	-
Increase (decrease) in the following liabilities:		
Accounts payable	82,514	(16,073)
Accrued expenses	110,919	-
Net cash provided by (used in) operating activities	<u>(750,363)</u>	<u>5,928</u>
Cash flows from investing activities		
Purchases of property and equipment	<u>(774,377)</u>	<u>(2,292,388)</u>
Net cash used in investing activities	<u>(774,377)</u>	<u>(2,292,388)</u>
Cash flows from financing activities		
Proceeds from board member notes payable	138,000	-
Proceeds on short-term notes payable	75,000	-
Proceeds on long-term debt	1,047,043	2,589,957
Net cash provided by financing activities	<u>1,260,043</u>	<u>2,589,957</u>
Net increase (decrease) in cash, cash equivalents and restricted cash	(264,697)	303,497
Cash, cash equivalents and restricted cash, beginning of year	<u>322,943</u>	<u>19,446</u>
Cash, cash equivalents and restricted cash, end of year	<u>\$ 58,246</u>	<u>\$ 322,943</u>

Supplemental Disclosures of Cash Flow Information

	<u>2018</u>	<u>2017</u>
Cash payments for:		
Interest	<u>\$ 45,585</u>	<u>\$ 22,029</u>

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

MASCOMA COMMUNITY HEALTHCARE, INC.**Statements of Cash Flows (continued)**For the Years Ended March 31, 2018 and 2017

Supplemental Disclosures of Non-Cash Investing and Financing Activities

	<u>2018</u>	<u>2017</u>
Purchase of property and equipment	\$ 570,609	\$ 2,530,185
Less:		
Construction payables	203,768	(203,768)
Donated goods and services	-	(12,000)
Capitalized interest	<u>-</u>	<u>(22,029)</u>
Cash purchases of property and equipment	<u>\$ 774,377</u>	<u>\$ 2,292,388</u>

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

MASCOMA COMMUNITY HEALTHCARE, INC.

Notes to Financial Statements

As of and for the Years Ended March 31, 2018 and 2017

1. Summary of Significant Accounting Policies:

The Organization

Mascoma Community Healthcare, Inc. ("MCHC") was founded on April 24, 2014 and subsequently incorporated on February 19, 2015 as a New Hampshire non-profit corporation. MCHC was established for the purpose of providing outpatient primary health and dental service in underserved areas for medically underserved populations as a community clinic. MCHC currently provides health and dental services to residents in the New Hampshire towns of Grafton, Orange, Dorchester, Canaan and Enfield.

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

Risks and Uncertainties

MCHC's activities are subject to significant risks and uncertainties including the potential inability to generate sufficient cash reserves through continued donations from the public and positive cash flows from operations in the event that MCHC experiences insufficient patient enrollment.

Management's Plans

MCHC commenced operations during the fiscal year ended March 31, 2018. As a start-up organization, MCHC incurred significant losses from operations which in turn required MCHC to reach out to board members for short-term non-interest-bearing loans to provide necessary working capital in order to meet the operating needs of the organization. Subsequent to March 31, 2018, as discussed in Note 13, MCHC received additional financing from board members as well as from Bar Harbor Bank and Trust to cover its operating cash flow needs and service its debt service requirements. Management has continued to seek contributions from donors, grow its patient base and associated net patient service revenue, and prepare grant applications for potential additional support. MCHC's primary financial officers continue to donate their services to the organization, providing free service for a significant budgetary line item that MCHC would otherwise need to seek an alternative funding source for. Additionally, as of the date of these financial statements, MCHC's Board of Directors was in the preliminary stages, and had approved MCHC's Executive Committee to commence negotiations, on an agreement to merge MCHC with a certain New Hampshire 501(c)(3) organization which has been granted Federally Qualified Health Center (FQHC) status. If the merger finalizes, the two organizations have also tentatively agreed to file for designation of MCHC as a new FQHC access point as of September 2019. This accelerated designation, if approved, is expected to provide operational funding under Section 330 of the Public Health Service Act and federal 340-B prescription drug program, see Note 13.

Management believes its strategy will contribute toward achieving a profitable budget in the future, sufficient to meet its debt service requirements.

The accompanying financial statements do not include any adjustments that might be necessary if MCHC is unable to continue as a going concern.

Basis of Statement Presentation

MCHC prepares its financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) established by the Financial Accounting Standards Board (the FASB).

MASCOMA COMMUNITY HEALTHCARE, INC.

Notes to Financial Statements

As of and for the Years Ended March 31, 2018 and 2017

1. Summary of Significant Accounting Policies (continued):

Basis of Accounting

MCHC's financial statements have been prepared on the accrual basis of accounting.

Estimates

MCHC uses estimates and assumptions in preparing financial statements in accordance with accounting principles generally accepted in the United States of America. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities and the reported revenues and expenses. Actual results could differ from those estimates.

Revenue Recognition

Patient service revenue is recorded as services are provided. MCHC establishes fees for services based upon usual and customary charges coupled with the cost to provide care. MCHC does not turn anyone away because of their inability to pay. Patients that are uninsured are offered a sliding fee scale adjustment as summarized in Note 2. Net patient service revenue reflects the amounts to be collected after provisions for contractual allowances and free care.

Contracts are recorded over the contract period as services are provided.

Contributions

Unconditional contributions, including grants determined to be contributions under ASU 2018-08, *Not-for-Profit Entities: Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*, are recognized as revenues when the contribution is received. Conditional contributions are not included as support until the barriers to entitlement are overcome, at which point the contribution is recognized as unconditional and classified as either unrestricted income or restricted income depending on whether the contribution carries donor stipulation as to its use or holding period.

Contributions received with donor stipulations are reported as either temporarily or permanently restricted support. When a donor restriction expires, that is, when a time restriction ends, or purpose restriction is accomplished, temporarily restricted net assets are reclassified and reported as an increase in unrestricted net assets.

Advertising and Recruiting

Advertising and recruiting costs are charged to operations when incurred. Total advertising expense for the years ended March 31, 2018 and 2017 was \$32,015 and \$3,555, respectively.

Functional Allocation of Expenses

Expenses that can be identified with specific program or supporting services are charged directly to the related program or supporting service. Expenses that are associated with more than one program or supporting service are allocated based on an evaluation by management.

MASCOMA COMMUNITY HEALTHCARE, INC.

Notes to Financial Statements

As of and for the Years Ended March 31, 2018 and 2017

1. Summary of Significant Accounting Policies (continued):

Classes of Net Assets

MCHC reports information regarding its financial position and activities within three classes of net assets; unrestricted net assets, temporarily restricted net assets and permanently restricted net assets.

- (1) Unrestricted Net Assets are not subject to donor-imposed stipulations.
- (2) Temporarily Restricted Net Assets are subject to donor-imposed stipulations that may or will be met by actions of MCHC and/or the passage of time. 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 until MCHC satisfies the donor-imposed restriction. Absent explicit donor stipulations about how long-lived assets must be maintained, MCHC reports expirations of donor restrictions over the remaining useful life of the donated or acquired long-lived asset.
- (3) Permanently Restricted Net Assets are subject to donor-imposed stipulations that they be maintained permanently by MCHC. Generally, the donors of these assets permit the institution to use all or part of the income earned on related investments for general or specific purposes. There were no permanently restricted net assets as of March 31, 2018 and 2017.

Uncertain tax Positions

MCHC accounts for its uncertain tax positions in accordance with the accounting methods under ASC Subtopic 740-10. The UTP rules prescribe a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken in an organization's tax return. MCHC believes that it has appropriate support for the tax positions taken and, as such, does not have any uncertain tax positions that might result in a material impact on its statements of financial position, activities and changes in net assets and cash flows. MCHC's management believes it is no longer subject to examinations for fiscal years prior to March 31, 2015.

Cash and Cash Equivalents

Cash and cash equivalents include demand deposits and petty cash funds.

MCHC maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. Accounts are generally guaranteed by the Federal Deposit Insurance Corporation (FDIC) up to certain limits. As of March 31, 2018 MCHC did not have amount in excess of FDIC-insured limits. As of March 31, 2017, MCHC had approximately \$79,000 in excess of FDIC-insured limits.

Reclassifications

Certain reclassifications have been made to the prior year's financial statements to conform to the current year presentation. These reclassifications have no effect on the previously reported change in net assets.

Patient Receivables

Patient receivables are carried at their estimated collectible amounts. Patient credit is generally extended on a short-term basis; thus, patient receivables do not bear interest.

Patient receivables are periodically evaluated for collectability based on credit history and current financial condition. MCHC uses the allowance method to account for uncollectible accounts receivable.

MASCOMA COMMUNITY HEALTHCARE, INC.

Notes to Financial Statements

As of and for the Years Ended March 31, 2018 and 2017

1. Summary of Significant Accounting Policies (continued):

Property and Equipment

Property and equipment acquisitions are recorded at cost. MCHC has a policy to capitalize assets purchased, constructed or leased with a useful life of one year or greater and a cost of \$5,000 or more. Property and equipment donated for MCHC operations are recorded at fair value at the date of receipt. Interest incurred during construction of assets is capitalized. Expenditures for repairs and maintenance are expensed when incurred, betterments extending the life of the asset with a cost of \$5,000 or more are capitalized.

Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method.

Estimated useful lives are as follows:

	<u>YEARS</u>
Buildings and building improvements	15-40
Land improvements	15
Furniture, fixtures and equipment	5 - 20

Charity Care

MCHC provides care to patients who meet certain criteria under its charity care policy with minimal charge or at amounts less than its established rates. The Organization does not pursue collection of amounts determined to qualify as charity care, consequently they are not reported as revenue.

Fair Value of Financial Instruments

The carrying amount of cash and cash equivalents, patient accounts receivable, promises to give, accounts payable, construction payable and accrued expenses approximates fair value due to the inherently short-term nature of the transactions. The fair values determined for financial instruments are estimates, which for certain accounts may differ significantly from the amounts that could be realized upon immediate liquidation.

2. Community Benefit:

MCHC provides health care services without charge to patients who meet the criteria of its charity care policy. Determination of eligibility for charity care is granted on a sliding fee basis. Effective during the year ended March 31, 2018, Patients with family income less than 138% of the Community Services Administration Income Poverty Guidelines were responsible for a nominal fee assessed by MCHC and received a 100% discount for the balance of their account for services received. Those with family income greater than 138%, but not exceeding 150% of the Federal Poverty Guidelines, were responsible for a nominal fee for each encounter and received a 75% discount for the balance of their account for services received. Those with family income greater than 150%, but not exceeding 175% of the guidelines were responsible for nominal fee for each encounter and received a 50% discount for the balance of their account for services received. Those with family income greater than 175%, but not exceeding 200% of the guidelines, were responsible for nominal fee for each encounter and received a 50% discount for the balance of their account for services received. Those with family income greater than 200% of the guidelines did not receive a discount. The estimated cost of providing charity care, based on an overall cost-to-charge ratio applied against gross charity care charges was approximately \$174,000 for the year ended March 31, 2018. In 2018, 265 patients received charity care out of a total of 1,201 patients.

MASCOMA COMMUNITY HEALTHCARE, INC.

Notes to Financial Statements

As of and for the Years Ended March 31, 2018 and 2017

3. Patient Service Revenue and Patient Accounts Receivable:

Patient service revenue, net of contractual allowances and discounts, recognized was as follows for the years ended March 31:

	2018			
	Gross Charges	Contractual Adjustments	Sliding Fee & Other Adjustments	Patient Service Revenue
Medicare	\$ 91,992	\$ 46,566	\$ -	\$ 45,426
Medicaid	63,601	27,597	-	36,004
Blue Cross	73,997	24,260	-	49,737
Cigna	45,939	19,702	-	26,237
Delta Dental	39,513	5,899	-	33,614
Harvard Pilgrim	16,387	4,951	-	11,436
United Health Care	33,691	12,693	-	20,998
Other third-party payors	63,467	9,818	-	53,649
Self-pay	202,422	-	85,979	116,443
Total	\$ 631,009	\$ 151,486	\$ 85,979	\$ 393,544

Patient accounts receivable is reported net of estimated contractual allowances and allowance for doubtful accounts. Patient accounts receivable are reduced by an allowance for doubtful accounts. In evaluating the collectability of accounts receivable, MCHC analyzes its history and identifies trends for each of its major payor sources of revenue to estimate the appropriate allowance for doubtful accounts and provision for bad debts. For receivables associated with service provided to patients who have third-party coverage, MCHC analyzes contractually due amounts and provides an allowance for doubtful accounts and a provision for bad debts, if necessary. For receivables associated with self-pay patients, including both patients without insurance and patients with deductible and copayment balances due for which third-party coverage exists for only part of the bill, MCHC records a significant provision for bad debts in the period of service on the basis of its past experience, which indicates that many patients are unable or unwilling to pay the portion of their bill for which they are financially responsible. The difference between the standard rates and the amounts collected after all reasonable collection efforts have been exhausted is charged off against the allowance for doubtful accounts.

4. Designated Fund:

MCHC is the beneficiary of a designated fund held by The New Hampshire Charitable Foundation. Pursuant to the terms of the resolution establishing this fund, property contributed to the New Hampshire Charitable Foundation is held as a separate fund designated for the benefit of MCHC. Under the terms of the agreement, MCHC has no claim to the assets of the trust but is entitled to a distribution equal to 4.2% of the market value of the fund per year. These funds are not included in these financial statements since all property in these funds was contributed to the New Hampshire Charitable Foundation to be held and administered for the benefit of MCHC.

Income distributed from the fund to MCHC is unrestricted and recognized as donation income on the statement of activities. Distributions from the fund totaled \$4,068 and \$2,544 for the years ended March 31, 2018 and 2017.

MASCOMA COMMUNITY HEALTHCARE, INC.

Notes to Financial Statements

As of and for the Years Ended March 31, 2018 and 2017

5. Property and Equipment:

Property and equipment consisted of the following as of March 31:

	<u>2018</u>	<u>2017</u>
Land and land improvements	\$ 466,918	\$ 116,117
Buildings	2,538,775	-
Furniture, fixtures and equipment	430,864	7,453
Construction in progress	-	2,742,378
	<u>3,436,557</u>	<u>2,865,948</u>
Less: Accumulated depreciation	<u>79,770</u>	<u>-</u>
	<u>\$ 3,356,787</u>	<u>\$ 2,865,948</u>

Depreciation and amortization expense for the years ended March 31, 2018 totaled to \$79,770.

6. Board Member Notes Payable:

MCHC entered into various notes payable with three board members. These notes are noninterest bearing and are due on demand. The total outstanding on these notes as of March 31, 2018 was \$138,000.

7. Short-Term Notes Payable:

MCHC entered into a short term note payable in the amount of \$75,000 with an individual who also provided charitable contributions during the year ended March 31, 2018. The note was non-interest bearing and called for a maturity date of June 30, 2018. Subsequent to March 31, 2018, this note was forgiven in the form of a charitable contribution, see Note 13.

8. Long-Term Debt:

Long-term debt consisted of the following as of March 31:

	<u>2018</u>	<u>2017</u>
USDA Building Loan, maturing July 2056, interest only through July 2018, accrued interest payable July 2017 and July 2018 followed by 480 monthly principal and interest installments of \$11,289, commencing August 2018, interest is charged at a rate of 2.75% per annum.	\$ 2,939,000	\$ 2,589,957
USDA Equipment Loan, maturing July 2026, interest only through July 2018, accrued interest payable July 2017 and July 2018 followed by 480 monthly principal and interest installments of \$5,485, commencing August 2018, interest is charged at a rate of 2.75% per annum.	548,000	-

MASCOMA COMMUNITY HEALTHCARE, INC.

Notes to Financial Statements

As of and for the Years Ended March 31, 2018 and 2017

8. Long-Term Debt (continued):

NHCF loan, maturing October 2020, quarterly interest only payments commencing December 2017, interest charged at a rate of 4%.	50,000	-
Mascoma Savings Bank, 15-month bridge loan, interest only on outstanding principal balance, charged at a rate of Wall Street Journal prime plus 2% with a floor rate of 5%, paid monthly, outstanding principal due at maturity, secured by accounts receivable and a pledged bank account in the amount of \$50,000.	<u>100,000</u>	<u>-</u>
Total long-term debt	3,637,000	2,589,957
Less: current portion	<u>187,471</u>	<u>-</u>
Long-term debt, less current portion	\$ <u>3,449,529</u>	\$ <u>2,589,957</u>

Future maturities of long-term debt are as follows as of March 31, 2018:

2019	\$ 187,471
2020	108,512
2021	160,647
2022	113,780
2023	116,796
Thereafter	<u>2,949,794</u>
	\$ <u>3,637,000</u>

9. Donated Services and Materials:

MCHC receives significant volunteer time and efforts. The value of these volunteer efforts, while critical to the success of its mission, is not reflected in the financial statements as it does not meet the criteria necessary for recognition according to generally accepted accounting principles.

In addition to volunteer time, MCHC receives donated salaries in lieu of payment to its acting Chief Executive Office, Chief Financial Officer and Controller as well as, from time-to-time, donated professional services. During the years ended March 31, 2018 and 2017 MCHC recognized donated services totaling \$165,000 and \$12,000, respectively.

10. Malpractice Insurance Coverage:

MCHC is involved in litigation arising in the ordinary course of business. MCHC is insured for malpractice under a claims-made policy. This type of policy covers malpractice claims which are reported to the insurance carrier during the policy term. Based on management's evaluation of malpractice claims, a reserve was deemed unnecessary for the years ended March 31, 2018 and 2017.

MASCOMA COMMUNITY HEALTHCARE, INC.

Notes to Financial Statements

As of and for the Years Ended March 31, 2018 and 2017

11. Related Party Transactions:

During the year ended March 31, 2018 and 2017, MCHC purchased materials and services from companies owned certain members of the board of directors. Total expenses incurred, the majority of which was capitalized as part of MCHC's building project, during the years ended March 31, 2018 and 2017 to these companies were \$70,711 and \$18,726.

12. Commitments:

On May 22, 2017, MCHC entered into a payment in lieu of taxes agreement with the Town of Canaan, New Hampshire. The agreement calls for annual payments to commence in December 2019 at which time MCHC will provide a donation to the town equal to the current tax rate for the town times the original value of the property divided by \$1,000. This donation is intended to offset, in part, the cost of fire and safety services provided by the Town of Canaan to MCHC.

13. Subsequent Events:

MCHC has reviewed events occurring after March 31, 2018 through February 15, 2019, the date the board of trustees accepted the final draft of the financial statements and made them available to be issued.

In July 2018 MCHC entered into a loan agreement with Bar Harbor Bank & Trust to provide a 12-month loan facility of \$300,000 with the purpose of assisting with operating needs. The outstanding balance under the facility as of the date of these financials was \$300,000. The balance of the loan is secured by a \$50,000 guarantee by the New Hampshire Charitable Foundation and a lien on all MCHC's business assets. The agreement calls for monthly interest only payments at Wall Street Journal Prime plus 1.75% with a single payment of principal and any/all accrued interest due at maturity.

At various points subsequent to March 31, 2018, MCHC received additional noninterest bearing, demand notes payable from certain board members and donors to the health center totaling \$444,350 and repaid balances on these notes totaling \$238,094, leaving an outstanding balance outstanding as of the date of these financial statements of \$344,256.

Subsequent to March 31, 2018, MCHC was notified that the holder of its outstanding short-term note payable of \$75,000 had passed away and the note had been transferred to the holder's estate. In October 2018, MCHC was notified that the note had been abandoned/forgiven upon the approval by the Trustee of the estate and approval by the New Hampshire Attorney General Charitable Division. The reduction in the balance of the short-term note, \$75,000, was recognized in income as of October 2018.

As of the date of these financial statements, MCHC's Board of Directors was in the preliminary stages, and had approved MCHC's Executive Committee to commence negotiations, on an agreement to merge MCHC with a certain New Hampshire 501(c)(3) organization which has been granted Federally Qualified Health Center (FQHC) status. If the merger finalizes, the two organizations have also tentatively agreed to file for designation of MCHC as a new FQHC access point as of September 2019.

Mascoma Community Healthcare, Inc.

Board of Directors 2020

Officers

- Peter Thurber, Canaan - Chairman
- Tim Jennings, Enfield – Vice Chairman
- Karen Wolk, Canaan - Secretary
- Sean Murphy, Canaan - Treasurer

Members

- Mike Samson, Canaan
- Louis Shelzi, Orange
- Alice Schori, Canaan
- Katherine Silvisus, Enfield
- Denis Salvail, Canaan
- Scott Berry, Canaan (ex-officio)

Sonja Marie Blair

Objective:

To provide customers with the best service they are requesting. Continue my career in the field where I enjoy helping others.

Education:

- Lebanon High School, Lebanon NH 03766 (2004-2008)
Graduated with Honors, received an award for Business Course Excellence during graduation
Courses: Spanish for all four years, Accounting, Computer class

Skills:

- Strong computer skills and knowledge:
 - Microsoft Word, Excel, PowerPoint, Outlook
 - Electronic Medical Records and patient portals: Greenway, eClinical Works, Apteryx, and some Epic/DH Connect
- Strong customer service skills
- Strong organization skills and time management
- 10+ years of administrative hospital experience
- Take pride in doing an excellent job
- Willing and able to learn new skills quickly

Experience:

- Mascoma Community Health Center (May 2017 to present)
Senior Patient and Provider Services Representative
 - Assist with daily functions of a multi-specialty clinic that currently has dental, medical, and laboratory services
 - **Dental**
 - Schedule patients for initial appointments while discussing insurance, coverage, details of what visit includes
 - Assist when able with triaging and scheduling emergency/urgent/problem focused dental care visits
 - Schedule patients for follow up care with treatment plan
 - Discuss insurance coverage, financial planning including estimates, copays, payment plans, and timing between appointments as needed
 - Work with outside resources to assist patients in coverage if needed- help guide patients to certain programs for assistance.
 - Working with community assistance programs like Upper Valley Haven and Mt Ascutney Community Health or guiding patients to other resources like their town offices or sliding fee scale if applicable.

- Help dentist implement new schedule template in EMR to optimize our dental team to assist more patients and train coworkers on how to effectively use the schedule
 - Helped dentist create templates for documentation of office visits
 - Support the dental team staff with IT support for eClinical Works (EMR) and Apteryx Xray Imaging as needed
 - Obtain previous dental records for patients and upload into patient chart for continuity of care
 - Send referrals with records for additional care
 - Assist patients with check-in, check-out, and answer phone calls for dental team
- **Medical**
 - Assist patients with check-in, check-out, and answer phone calls for medical
 - Schedule appointments, help with medical records, and patient paperwork
 - Create templates for providers to assist with visit documentation
 - Support the medical team staff with IT support for eClinical Works (EMR)
 - Assist with prior authorizations for diagnostic imaging
 - Work with insurance companies and paperwork as needed
- **Other duties**
 - Assist with billing questions and concerns from patients, create payment plans as needed, work on A/R collections
 - Part of quality improvement group
 - Assisted with Title X program while the clinic participated
 - Assisted with meeting minutes for staff and provider meetings
 - Order supplies as needed
 - Train new staff
 - Created a training manual for staff to reference
- **Alice Peck Day Memorial Hospital-WCC** (March 10th, 2010 to May 2017)
 - **Provider Support/Customer Service Representative**
 - Provider point/support person
 - Complete patient notes and disability/FMLA paperwork
 - Certified letters to patients as needed
 - Lab tracking and result letters for all WCC providers
 - IUD benefit authorization, ordering, and scheduling
 - HEDIS reporting as requested from insurance companies
 - Prior authorizations for patient care
 - Assist with customer service representatives as needed
 - Lead Women's Care Center patient portal/support
 - **Customer Service Representative**
 - Assist patients with check-in and check-out duties
 - Scheduling in office appointments and orders from providers, answering phones, insurance verification, collect co-pays/bill payments, scanning, medical records/medical release requests, referrals
 - Other clerical/administrative duties as assigned
 - ❖ Campus wide lead with the first patient portal
 - Training staff and created processes
 - Patient and staff assistance with questions or problems
 - Worked with vendor to solve system issues
 - ❖ Role and involvement with new patient portal 2016 to current, Portal Administrator
 - ❖ Quality Improvement project/work to improve work flows and patient satisfaction
 - ❖ Assists with computer issues if possible and able to help

- Including problems with the patient portal
- ❖ Cover for CSRs, surgical scheduler, and other clinic's staff as needed (WCC/RAMCCC/General Surgery)
- ❖ Use of systems at Alice Peck Day
 - Meditech, Greenway, Phreesia, Link, Passport
- ❖ Implemented and created training guide/manual for Women's Care Center; that was later adapted by other clinics at Alice Peck Day
- ❖ Involved in the interview process for administrative new hires and new providers
- ❖ Trained coworkers/staff
- ❖ Ensures and maintains patient confidentiality
- ❖ Organized events
 - Breast cancer awareness at Alice Peck Day/WCC
 - National Lee Denim Day yearly
 - WCC Listen Center Holiday Helpers yearly
 - WCC sponsor station for March of Dimes walk
 - Expo booths at Home Trade Show and Women's Health Expo
- Evans Expressmart (September 2014 to August 2015)
Sales Associate
 - Job duties included:
 - Store side- Assist customers, cashier, register balance, gas/diesel sales, clean store regularly and often throughout shift, stock shelves and coolers, prepare fast food, clean fast food station area, worked alone most shifts.
 - Subway side- Assisted customers with their orders, cashier, register balance, dishes, inventory, food prep, cleaned routinely, temperature checks, worked most often with 1 or 2 people.
- Mini Corp Kids/Kiddo (June 2007 to January 2010)
Sales Associate
 - Job duties included:
 - Assisting customers, customer service, special orders, answering phones, gift wrapping, ordering merchandise, assist with payroll, cashier, marketing, displays, organizing events/sales, inventory, and regular store cleaning.
 - Worked independently most often, or with a small team of 1 other staff

Miscellaneous Activities:

- Participated in a Microsystems Course with WCC staff at The Dartmouth Institute in 2013.
- Customer service training at Alice Peck Day in 2014.
- Volunteer Assistant Coach for AAU basketball program 2013-2014.

References:

- Tammy Wainwright—Plainfield, NH 603.675.2813 (known for 10+ years) friend
- Fayth McKinney—Canaan, NH 603.477.6826 (known for 3 years) co-worker
- Bradley Reynolds—Lebanon, NH 603.727.2953 (known for 6 years) friend
- Dan Langlands—Enfield, NH 603.309.6679 (known for 6 years) friend

Mascoma Community Healthcare, Inc.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Sonja Blair	Sr. Customer Service Representative / Dental Coordinator	\$63882 (includes benefits)	50%	\$31941
TBD	Admin Assistant	TBD		