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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
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Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

January 7, 2015

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into an agreement with the Community Health Access Network, Inc., Vendor #162256-B001, 207 South Main Street, Newmarket, NH 03857, in an amount not to exceed \$628,843, to coordinate and implement Asthma, Diabetes and Cardiovascular, and Tobacco prevention health care interventions to improve prevention and management of chronic diseases, to be effective the date of Governor and Council approval through June 30, 2016. 100% Federal Funds.

Funds are available in the following account(s) for SFY 2015, and are anticipated to be available in SFY 2016 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

05-95-90-901015-5667 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH PROTECTION, CHRONIC DISEASE - ASTHMA

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2015	102-500731	Contracts for Prog Svc	90019004	100,527
SFY 2016	102-500731	Contracts for Prog Svc	90019004	226,316
			Sub Total	\$326,843

05-95-90-902010-1227 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, COMBINED CHRONIC DISEASE

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2015	102-500731	Contracts for Prog Svc	90017117	67,000
SFY 2015	102-500731	Contracts for Prog Svc	90017317	70,000
			Sub Total	137,000
SFY 2016	102-500731	Contracts for Prog Svc	90017117	80,000
SFY 2016	102-500731	Contracts for Prog Svc	90017317	70,000
			Sub Total	150,000
			Sub Total	\$287,0000

05-95-90-902010-5608 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY
SERVICES, TOBACCO PREVENTION FEDERAL

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2015	072-500573	Grants - Federal	90018000	5,000
SFY 2016	102-500731	Contracts for Prog Svc	90018000	10,000
			Sub Total	\$15,000
			TOTAL	\$628,843

EXPLANATION

Services provided under this contract will improve the early detection and management of diabetes, high blood pressure, asthma, and tobacco use and dependence, which lower the rates of disability, costly complications and mortality associated with these conditions. Specifically, funds in this agreement will be used to: 1) monitor and improve the standard of care at clinical sites throughout New Hampshire, for people who have, or are at risk for, diabetes, high blood pressure, asthma, and tobacco use and dependence; 2) provide professional education on chronic disease prevention and management; 3) assist the Department in chronic disease prevention and management activities in communities throughout the state; and 4) Increase important linkages between clinical care and community resources for chronic disease prevention and self-management.

Underserved populations, including low-income and minority groups, are at increased risk for chronic diseases and associated complications. Therefore, services under this contract are offered primarily through a network of safety-net health care providers. The Community Health Access Network (CHAN) provides Electronic Health Record system support and leads quality improvement efforts within this network. They also provide professional in-service training for clinicians and administrative support for the programs' annual educational conferences. These network sites serve an estimated 67,037 patients at locations throughout the state. These services provided by CHAN support health care providers in the prevention and management of chronic diseases.

In 2013, 9.2% of adults in New Hampshire reported having been diagnosed with diabetes. This likely is an underestimate as nearly one-third of persons with diabetes are unaware they have the disease. Additionally, up to 37% of New Hampshire adults may have prediabetes, a risk factor for type 2 diabetes.

Heart disease and stroke are the second and fourth leading causes of death in New Hampshire. High blood pressure is a risk factor for heart disease and stroke. Approximately 31% of New Hampshire adults reported having high blood pressure.

The prevalence of adult cigarette smoking in New Hampshire is 19.4%. Tobacco use and dependence remains the single most preventable cause of death and disability in New Hampshire. In New Hampshire, more than 1,764 deaths are attributable to tobacco use each year, which includes 556 lung cancer and 490 respiratory deaths each year. Exposure to secondhand and third-hand smoke is linked to thousands of additional deaths. In New Hampshire, the direct private and public health care cost attributable to smoking is \$564 million annually.

New Hampshire's asthma rate is among the highest in the nation. Approximately 110,000 adults and 25,000 children in the state have asthma. Each year about 10% of adults and 8% of children are diagnosed with asthma, amounting to approximately 7,000 new cases.

Should Governor and Executive Council not authorize this Request, the ability to reduce the economic burden from these chronic diseases through prevention and management activities will be jeopardized.

Community Health Access Network, Inc., was selected for this project through a competitive bid process. A Request for Proposals was posted on The Department of Health and Human Services' web site from July 22, 2014 through September 2, 2014. In addition, a bidder's conference was held on July 31, 2014.

Two proposals were received in response to the Request for Proposals. Seven reviewers who work internal to the Department reviewed the proposals. The reviewers represent seasoned public health administrators and managers who have between five to 30 years' experience managing agreements with vendors for various public health programs. Each reviewer was selected for the specific skill set they possess and their experience. Their decision followed a thorough discussion of the strengths and weaknesses to the proposals. The final decision was made through consensus scoring. The Bid Summary is attached.

As referenced in the Request for Proposals and in the contract, this competitively procured Agreement has the option to extend for two (2) additional year(s), contingent upon mutual agreement of the parties, availability of funding, satisfactory delivery of services, and subsequent approval by the Governor and Executive Council.

The following are key performance measures that will be used to measure the effectiveness of the agreement:

- Increase referrals to Diabetes Self-Management Education Programs
- Increase referrals to National Diabetes Prevention Programs
- Increase number of quality improvement projects completed for improved blood pressure control
- Increase number of quality improvement projects completed for improved management of asthma
- Increase number of health systems demonstrating increased coordination of referrals for asthma
- Increase utilization of electronic health record systems to improve brief interventions for tobacco users

Area served: Statewide.

Source of Funds: 100% Federal Funds from the U.S. Centers for Disease Control and Prevention.

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

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by:



Nicholas A. Toumpas
Commissioner



**New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet**

**NH Public Health and Health Care
Integration**

15-DHHS-DPHS-PHHCI-06

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. **Community Health Access Network**
2. **Clinovations Government Solutions**
3. **0**
4. **0**
5. **0**

Percent Score	Maximum Points	Actual Points
72%	140	101
60%	140	84
	140	0
	140	0
	140	0

1. Marisa Lara, Program Mgr, 5 Years Experience
2. Donna Fleming, Administrator, 11 Years Experience
3. Beverly Drouin, Administrator, 30 Years Experience
4. Susan Knight, Epidemiologist, 21 Years Experience
5. Danielle Weiss, Health Promotion Advisor, 1 Years experience
6. Dolores Cooper, Financial Manager, 34 Years Experience
7. Shelley Swanson, Administrator, 21 Years Experience

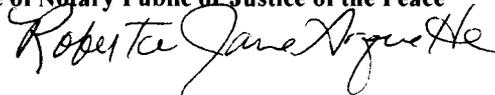
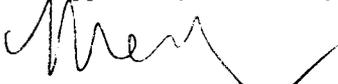
Subject: Asthma, Diabetes and Cardiovascular, and Tobacco Prevention Health Care Integration to Prevent and Manage Chronic Disease

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 Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Community Health Access Network, Inc.		1.4 Contractor Address 207 South Main Street Newmarket, NH 03857	
1.5 Contractor Phone Number 603-292-7205	1.6 Account Number See Exhibit B for Account Numbers	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$628,843
1.9 Contracting Officer for State Agency Brook Dupee, Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kirsten Platte, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>4/13/15</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace ROBERTA JANE ARQUETTE Notary Public - New Hampshire My Commission Expires October 2, 2018			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Brook Dupee, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Megan A. Yaple - Attorney On: <u>1/14/15</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
- 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
 - 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
 - 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
- 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: KAP
Date: 12/18/14

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

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

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

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

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

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

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



Exhibit A

SCOPE OF SERVICES

1. Required Services

The Contractor shall:

- 1.1. Coordinate Quality Improvement (QI) activities utilizing defined improvement processes (i.e. Plan-Do-Study-Act, Plan-Do-Check-Act, Fishbone, Lean), or another process to be approved by the Department of Health and Human Services (DHHS), among health care organizations and community partners and provide technical assistance, as needed.

1. Asthma

1. In year one, enter into subcontracts with three Federally Qualified Health Centers (FQHC) in the Androscoggin Valley Hospital, Elliot Hospital and Southern New Hampshire Medical Center hospital service areas to implement QI processes for asthma.
 - a. From the Electronic Health Records (EHR) of the FQHCs obtain patient data of agreed upon asthma performance indicators to be used to identify and subsequently track progress of continuous QI initiatives.
2. In year two, enter into subcontracts with Androscoggin Valley Hospital, Elliot Hospital, and Southern New Hampshire Medical Center hospital systems to implement QI processes for asthma.
 - a. From the Electronic Health Records (EHR) of the Androscoggin Valley Hospital, Elliot Hospital, and Southern New Hampshire Medical Center hospital systems obtain patient data of agreed upon asthma performance indicators to be used to identify and subsequently track progress of continuous QI initiatives.
3. Enter into subcontracts as authorized by the Department, with Accountable Care Organizations, Medical Homes, Managed Care Organizations, home visiting agencies, school districts, and local health department to implement QI processes for asthma.
4. In both years, and in coordination with the NH Asthma Control Program (NHACP), enter into a subcontract with the New Hampshire Health Information Exchange (NHHIO) for the secure transfer of student asthma data between three pilot schools and medical providers in the Androscoggin Valley Hospital, Elliot Hospital, and Southern New Hampshire Medical Center services areas.
5. Coordinate and fund QI projects upon Asthma Program Administrator approval that leads to measurable improvements in:
 - Identification of undiagnosed and uncontrolled asthma.
 - Improvement of management of asthma using innovative health care models such as team-based care.

2. Diabetes, Prediabetes, and Hypertension

1. Coordinate an interactive network of clinical sites and health care systems through subcontracts or Memorandums of Understanding (MOU) that will implement QI activities for diabetes, prediabetes, and hypertension control and improvement .
 - a. Assist clinical sites to utilize EHR to its maximum capacity (algorithms, clinical decision support, electronic referrals to evidence based programs with feedback loops, etc.) as part of the QI work; and
 - b. As directed, extract annually, patient data of agreed upon diabetes and hypertension performance indicators to be used to identify and subsequently track progress of continuous QI initiatives.
 - c. As directed, extract annually, patient data of agreed upon prediabetes performance indicators to be used to identify and subsequently track progress of continuous QI initiatives.
 - d. Add a minimum of one additional site to the network each year.

KAP

12/18/14



Exhibit A

2. Coordinate and fund QI Coordinated Chronic Disease (CCD) discrete projects that lead to measurable improvements in:
 - a) Identification of undiagnosed, hypertension, and diabetes/prediabetes; and uncontrolled diabetes, and hypertension.
 - b) Improve management of diabetes, prediabetes, and hypertension using innovative health care models such as team-based care and self-monitoring of blood pressure tied with clinical support; and referrals to evidence-based disease prevention and management programs.

3. **Technical Assistance to Increase the Use of Team-Based Care for Hypertension Management in Health care Systems**
 - a) Provide technical assistance to health care systems to increase the use of team-based care for the management of hypertension. This may include, but is not limited to: assist practices interested in obtaining, upgrading, maintaining or renewing Patient Centered Medical Home recognition status, assist practices to develop policies or systems that encourage a team-based approach to hypertension management, promote the team-based care model to increase the proportion of patients who have self-management plans and adhere to medications for hypertension control, or other technical assistance activity pending approval by DHHS.

4. **Tobacco**
 1. On a quarterly basis, from the Electronic Health Records (EHR) of Federal Qualified Health Centers, on a quarterly basis, extract fidelity/utility data on the **Assist** part of brief interventions for tobacco use and dependence (Ask, Assist, Refer) or Uniform Data System, National Quality Forum measures 0027. Refer to Table, Appendix E – Tobacco Measures.

5. **Health Systems Interventions**
 1. Coordinate and oversee health system interventions to prevent and manage chronic conditions, with a focus on uncontrolled and undiagnosed chronic conditions. Interventions shall target systems at the highest level possible to achieve maximum reach and impact. The health system interventions shall include the following:
 - a. Expand clinical health team and community partner awareness around best practices and resources for prevention and management of asthma, diabetes, prediabetes, and hypertension.
 2. Promote the full and coordinated use of EHR to manage chronic conditions (i.e. patient registries, use of algorithms or decision support tools) and to identify undiagnosed asthma, hypertension, and prediabetes; and uncontrolled asthma, diabetes, and hypertension.

6. **Self-Management Activities**
 1. Develop a network of providers and community partners that will coordinate referrals for patient education that includes ADA-recognized and or AADE-Accredited Diabetes Self-management Education Programs (DSME), and National Diabetes Prevention Programs (NDPP).
 - a. Expand utilization of EHR based DSME and NDPP referrals and follow-up systems between providers and community organizations.
 2. Develop a network of providers and community partners in the Androscoggin Valley, Elliot and Southern New Hampshire Medical Center hospital service areas that will coordinate referrals for asthma patient education that includes Chronic Disease Self-Management Program (CDSMP), asthma care-giver and asthma self-management education in the group, home and school-based setting.
 - a. Expand utilization of EHR based asthma-related CDSMP referrals and follow-up systems between providers and community organizations.



Exhibit A

7. Training and Workforce Development Topics & Target Audiences

1. Manage Workforce Development activities to plan, promote, conduct, and evaluate professional development activities with technical input provided by the DHHS and their partners.
 - a. These activities shall be prioritized to support policy and health system interventions in targeted settings as outlined in Section 1.2.,
 - b. Workforce activities shall be for sites that participate in QI activities as outlined in 1.1.
 - c. Workforce activities for other entities require prior approval.
2. Using curriculum to be developed by the Asthma Collaborative, the Contractor shall provide online training (i.e. webinars, moodle) to the Androscoggin Valley Hospital, Elliot Hospital, and Southern New Hampshire Medical Center hospital systems and the FQHCs in the three target hospital service areas on:
 - a. Asthma clinical best practices and,
 - b. Asthma Self-Management
3. Using curriculum to be developed by the Asthma Collaborative, the Contractor shall provide online training (i.e webinars, moodle) on:
 - a. Asthma home-visiting, to home visiting agencies, (i.e. VNA, special medical services) in the Androscoggin Valley Hospital, Elliot Hospital, and Southern New Hampshire Medical Center hospital service areas;
 - b. Asthma Caregiving to School Nurses, NEA Teachers, School Facilities personnel, and recreational sports organizations in the Androscoggin Valley Hospital service area, Elliot Hospital service area and Southern New Hampshire Medical Center hospital service areas.
4. Using existing or modified curriculum, the Contractor shall provide online training (i.e. webinar, moodle) on Diabetes, prediabetes, and hypertension on clinical best practices to clinical health team and community partners.
5. Using curriculum developed by the Southern New Hampshire Area Health Education Center, the Contractor shall provide Community Health Worker classroom training to Androscoggin Valley Hospital, Elliot Hospital, and Southern New Hampshire Medical Center hospital systems, FQHCs in the three target hospital service areas, and settings as outlined in Section 1.2.,
6. The Contractor shall provide a \$4,000 sponsorship for Workforce Training to the annual Healthy Homes and the bi-annual Asthma Conference (2016), and other diabetes, prediabetes and hypertension related conferences, and workshops.

8. Training to Increase the Use of Team-Based Care for Hypertension Management in Health care Systems

2. Provide health systems with training to implement team-based systems of care for hypertension management. This may include, but is not limited to: delivering web-based training modules, supporting training for staff to become Patient Centered Medical Home Certified Content Experts, training for community health workers on their role in hypertension management, or other training pending approval by the DHHS CCD Program.

9. Additional Support for Workforce Development Activities

1. Provide Continuing Education Units (CEU) and Continuing Medical Education (CME) credits as necessary for all professional development activities outlined in sub section 7.
2. Provide an evaluation summary of all professional development activities outlined in sub section 7 Workforce Development on a quarterly basis to DPHS reporting purposes.



Exhibit A

3. For training on team-based systems of care, follow-up with participants within six months post training, to assess the extent to which the knowledge gained contributed to change at the practice or systems level.
4. Select clinical staff to participate in beta or end-user testing of tobacco e-learning / 1-hour QuitWorks-New Hampshire curriculum brief interventions for tobacco use and dependence (Year 2)
5. Promote the availability of tobacco on-line/e-learning training and inform staff about the availability of CMEs and CEUs (Year 2).

10. Population –based Interventions

1. Support Population-based Interventions through administration of Memorandums of Understanding (MOU) or subcontracts with partner organizations and consultants. MOUs shall include, at a minimum, the following:
 - a. The Contractor shall develop a subcontract with the Asthma Health Improvement – Asthma Educator Network work group coordinator to organize and facilitate monthly meetings that includes 100 hours @ \$50 per hour.
 - b. The Contractor shall develop a subcontract with a vendor to maintain the AsthmaNowNH.org Website on an as needed based basis that includes 20 hours @ \$60 per hour.
 - c. The Contractor shall develop a subcontract with a qualified Asthma Evaluation Consultant to participate in evaluation work group, develop program evaluation plan, and implement evaluation activities at 82 hours @ \$65 per hour.
 - d. The Contractor shall develop a subcontract with an Asthma Quality Improvement Clinical Consultant to participate in Asthma Health Improvement – Asthma Educator Network and provide technical assistance to the three targeted health care systems at 283 hours @ \$53 per hour.

2. Workplan

The Contractor shall:

1. Work with the Department to finalize the year 1 Workplan within 30 days of the effective date of the contract;
2. Work with the Department to draft the year 2 Workplan 90 days prior to the end of year 1;
3. Work with the Department to finalize the year 2 Workplan prior to the start of year 2.

3. Staffing

The Contractor shall:

1. Provide sufficient staff to perform all tasks specified in this contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion.
2. Ensure that all staff has appropriate training, education, experience, and orientation to fulfill the requirements of the positions they hold and shall verify and document that it has met this requirement. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications and such records shall be available for DHHS inspection.
3. Provide sufficient staff to coordinate, oversee and implement QI training processes at the Androscoggin Valley Hospital system, Elliot Hospital system, Southern New Hampshire Medical Center hospital system, FQHCs, Accountable Care Organizations, Medical Homes, Managed Care Organizations, home visiting agencies, school districts, and local health department.
4. Develop and maintain a Staffing Contingency Plan, including but not limited to:

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Exhibit A

- a) The process for replacement of personnel in the event of loss of key personnel or other personnel before or after signing of the Agreement;
- b) Allocation of additional resources to the Agreement in the event of inability to meet any performance standard;
- c) Discussion of time frames necessary for obtaining replacements;
- d) Bidder's capabilities to provide, in a timely manner, replacement staff with comparable experience; and
- e) The method of bringing replacement staff up-to-date regarding the activities of this project.

4. Compliance and Reporting Requirements

The Contractor shall:

Compliance Requirements

1. 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, the Contractor must 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 10 days of the contract effective date.

Reporting Requirements

1. Attend one in-person meeting at the Department office annually to review contract details.
2. Report quarterly, using reporting template provided by DHHS, to each of the three DHHS program areas (asthma, CCD, and tobacco) on:
 - a. required services, activities and progress towards performance measures;
 - b. Collected and analyzed data to monitor and evaluate activities and programs, including reach and impact of interventions;
 - c. Submit "Assist" data to the Tobacco Program Administrator in the form of tables and graphs;
 - d. In collaboration with the Tobacco Program Administrator, develop performance measures relative to increasing "Assist" (Year 2), if the data demonstrates it is necessary.
3. Participate in monthly conference calls to review activities, interventions and funding.
4. On a quarterly basis, the Contractor shall develop and submit to the Department, a corrective action plan for any performance measure that was not achieved or did not meet quarterly benchmarks.

5. Performance Measures

The Contractor shall:

- 5.1. Work with the DHHS to further define and operationalize the performance measures within 30 days of the effective date of contract, establish baselines and targets, and shall ensure that the performance measures are annually achieved and monitored quarterly;
- 5.2. Quarterly, the Contractor shall develop and submit to the DHHS, a corrective action plan for any performance measure that was not achieved.



Exhibit A

A) Coordinate Quality Improvement Activities and Provide Technical Assistance

1. Increase number of community partnership(s) identified in the three target health care systems committed to implementing QI processes for asthma.
2. Increase number of QI projects completed in target areas for improved management of asthma
3. Increase number of EHR systems which impact multiple provider sites simultaneously adding or enhancing asthma modules or other asthma decision support tools as outlined in section 3.2.2.
4. Increase number of QI projects completed utilizing defined improvement processes (e.g. Plan-Do-Study-Act, Plan-Do-Check-Act, Fishbone, and Lean) in settings as outlined in Section 1.2., that lead to measurable improvements in:
 - a: Identification of undiagnosed hypertension – minimum of one project per year
 - b: Identification of undiagnosed diabetes/prediabetes – minimum of one project per year
 - c: Hypertension control – minimum of one project per year
 - d: Diabetes control – minimum of one project per year
5. Increase the number of practices or systems that receive technical assistance to increase the use of team-based care for the management of hypertension.

B) Health System Interventions to Prevent and Manage Chronic Conditions

1. Increase number of health systems demonstrating increased coordination of referrals for asthma education.
2. Increase number of EHR systems demonstrating mechanisms allowing referral and follow-up communication between providers and community organizations. These shall include implementation of evidence-based disease management and prevention programs - nurse contact or regional resource list.
3. Increase number of providers and community partners forming a network coordinating referrals (e.g. electronic, fax, US Mail, or New Hampshire Health Information Organization) for asthma self-management patient education – linkages
4. Increase number of referrals to ADA-recognized and/or AADE-accredited Diabetes Self-management Education Programs
5. Increase number of referrals to National Diabetes Prevention Programs
6. Increase policies relative to EHR system utilization to improve brief interventions for tobacco users.
7. Increase adherence to policies relative to EHR system utilization to improve brief interventions for tobacco users.

C) Workforce Development

1. Increase number of comprehensive asthma professional development activities promoted, conducted and evaluated in DHHS/DPHS priority areas
2. 80% of participants in workforce training opportunities report increased knowledge



Exhibit B

Method and Conditions Precedent to Payment

1) Funding Sources:

Service	SFY15	SFY16	TOTAL	State of NH Account Numbers	Job Code	Funding Source	CFDA	FAIN
Asthma Control Program	100,527	226,316	326,843	05-95-90-901510-5667-102-500731	90019004	100% federal funds from the U.S. Centers for Disease Control and Prevention	93.070	U59EH00 0509
Combined Chronic Disease	67,000	80,000	147,000	05-95-90-902010-1227-102-500731	90017117	100% federal funds from the U.S. Centers for Disease Control and Prevention	93.757	U58DP00 4821
Combined Chronic Disease-Hypertension	70,000	70,000	140,000	05-95-90-902010-1227-102-500731	90017317	100% federal funds from the U.S. Centers for Disease Control and Prevention	93.757	U58DP00 4821
Tobacco Prevention & Control Program	5,000	0	5,000	05-95-90-902010-5608-072-500573	90018000	100% federal funds from the U.S. Centers for Disease Control and Prevention	93.283	U58DP00 1979
Tobacco Prevention & Control Program	0	10,000	10,000	05-95-90-902010-5608-102-500731	90018000	100% federal funds from the U.S. Centers for Disease Control and Prevention	93.283	U58DP00 1979
TOTAL	242,527	386,316	628,843					

2) The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

a. Payment for said services shall be made as follows:

The Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. The final invoice shall be due to the State no later than thirty (30) days after the contract Completion Date.

Exhibit B – Methods and Conditions Precedent to Payment_Contractor Initials KAP
 Date 12/18/14



Exhibit B

b. The invoice must be submitted to:

Department of Health and Human Services
Division of Public Health Services
Email address: DPHScontractbilling@dhhs.state.nh.us

- 3) This is a cost reimbursement contract. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in Exhibit B-1 – SFY 2015 Budgets, and reimbursement shall be made monthly based on actual costs incurred during the previous month. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State. DHHS funding may not be used to replace funding for a program already funded from another source.
- 4) Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred upon compliance with reporting requirements and performance and utilization review. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.
- 5) Contractors are accountable to meet the scope of services. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding. Corrective action may include actions such as a contract amendment or termination of the contract. The contracted organization shall prepare progress reports, as required.
- 6) The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.
- 7) Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers, within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B – Methods and Conditions Precedent to Payment_Contractor Initials

KAP

**Exhibit B-1 (SFY 2015)
Budget Form**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Community Health Access Network

Budget Request for: Public Health and Health Care Integration
(Name of RFP)

Budget Period: Date of G&C Approval - 6-30-2015 (SFY 2015)

1. Total Salary/Wages	\$ 52,789.50	\$ 5,278.95	\$ 58,068.45	
2. Employee Benefits	\$ 11,611.54	\$ 1,161.15	\$ 12,772.69	
3. Consultants	\$ 11,566.00	\$ 1,156.60	\$ 12,722.60	Supports a portion of the costs of office operations (phone, utilities, rent, insurance, telecommunications, financial audit, etc.) as well as IT Manager and IS Support staff who ensure integrity of hardware/software infrastructure for Electronic Health Records/reporting of CHAN members. CHAN's current indirect rate, calculated by dividing total indirect costs by total costs, is 19%. CHAN is including 10% in this budget proposal
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 2,813.00	\$ 281.30	\$ 3,094.30	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 5,193.00	\$ 519.40	\$ 5,712.40	
12. Subcontracts/Agreements	\$ 130,949.00	\$ 13,095.20	\$ 144,044.20	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ 3,356.00	\$ 336.36	\$ 3,692.36	
	\$ 400.00	\$ 40.00	\$ 440.00	
	\$ 1,800.00	\$ 180.00	\$ 1,980.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 187,779.00	\$ 18,779.00	\$ 206,558.00	

Indirect As A Percent of Direct

10.0%

Exhibit B-1 - Budget

Contractor Initials: KAP

Date: 12/18/14

Exhibit B-1 (SFY 2016)

Budget Form

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Community Health Access Network

Budget Request for: Public Health and Health Care Integration

(Name of RFP)

Budget Period: 7/1/2015 - 6/30/2016 (SFY 2016)

1. Total Salary/Wages	\$ 114,712.00	\$ 11,471.20	\$ 126,183.20	
2. Employee Benefits	\$ 25,236.68	\$ 2,523.67	\$ 27,760.35	
3. Consultants	\$ 11,925.00	\$ 1,192.50	\$ 13,117.50	Supports a portion of the costs of office operations (phone, utilities, rent, insurance, telecommunications, financial audit, etc.) as well as IT Manager and IS Support staff who ensure integrity of hardware/software infrastructure for Electronic Health Records/reporting of CHAN members. CHAN's current indirect rate, calculated by dividing total indirect costs by total costs, is 19%. CHAN is including 10% in this budget proposal
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 4,338.00	\$ 433.80	\$ 4,771.80	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 7,201.49	\$ 720.15	\$ 7,921.64	
12. Subcontracts/Agreements	\$ 169,448.00	\$ 16,944.80	\$ 186,392.80	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ 7,834.00	\$ 784.71	\$ 8,618.71	
	\$ 1,200.00	\$ 120.00	\$ 1,320.00	
	\$ 9,300.00	\$ 930.00	\$ 10,230.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 241,832.00	\$ 24,183.20	\$ 265,915.20	

Indirect As A Percent of Direct

10.0%

Exhibit B-1 - Budget

Contractor Initials: Kup

Date: 10/18/14



SPECIAL PROVISIONS

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

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

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10/18/14



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

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

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

New Hampshire Department of Health and Human Services
Exhibit C



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

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



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**

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

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

3. Extension:

This agreement has the option for a potential extension of up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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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)

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

Contractor Name: Community Health Access Network, Inc.

12/18/14
Date

Kirsten A. Platte
Name: Kirsten Platte
Title: Executive Director



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: Community Health Access Network, Inc.

12/18/14
Date

Kirsten Platte
Name: Kirsten Platte
Title: Executive Director



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Community Health Access Network, Inc.

12/18/14
Date

Kirsten Platte
Name: Kirsten Platte
Title: Executive Director



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

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

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

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

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

Exhibit G

Contractor Initials

Kap

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

12/18/14

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: Community Health Access Network, Inc.

12/18/14
Date

Kirsten Platte
Name: Kirsten Platte
Title: Executive Director

Exhibit G

Contractor Initials KAP

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

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Community Health Access Network, Inc.

12/18/14
Date

Kirsten Platte
Name: Kirsten Platte
Title: Executive Director



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

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

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

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12/18/24



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.

Dept of Health + Human Services
The State

[Signature]
Signature of Authorized Representative

Brook Dupre
Name of Authorized Representative

Bureau Chief
Title of Authorized Representative

Date

Community Health Access Network, Inc.
Name of the Contractor

[Signature]
Signature of Authorized Representative

Kirsten Platte
Name of Authorized Representative

Executive Director
Title of Authorized Representative

12/18/14
Date



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

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

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

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

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

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

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

Contractor Name: Community Health Access Network, Inc.

12/18/14
Date

Kirsten Platte
Name: Kirsten Platte
Title: Executive Director



FORM A

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

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

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:

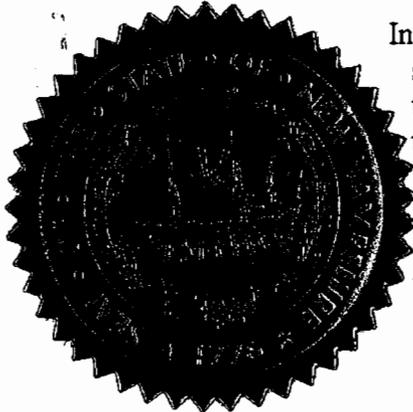
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY HEALTH ACCESS NETWORK is a New Hampshire nonprofit corporation formed April 26, 1996. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of December A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

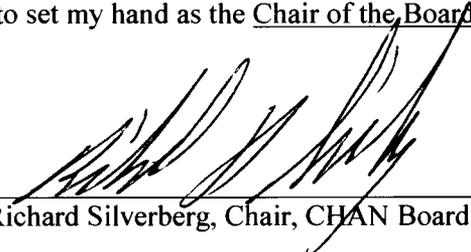
1. I am the duly elected Chair of the Board of Directors of the Community Health Access Network;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on December 17, 2014;

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

RESOLVED: That the Executive Director is hereby authorized on behalf of this corporation to enter into said contract with the State on behalf of this corporation. The Executive Director is authorized to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Kirsten Platte is the duly elected Executive Director of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of December 18, 2014.

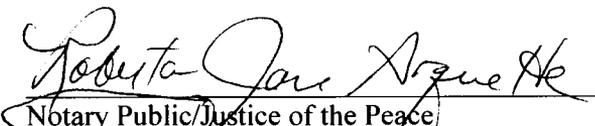
IN WITNESS WHEREOF, I have hereunto set my hand as the Chair of the Board of Directors of the corporation this 18th day of December, 2014.


Richard Silverberg, Chair, CHAN Board of Directors

STATE OF NEW HAMPSHIRE

COUNTY OF Rockingham

The foregoing instrument was acknowledged before me this 18th day of December, 2014 by Richard Silverberg.


Notary Public/Justice of the Peace
My Commission Expires:

ROBERTA JANE ARQUETTE
Notary Public - New Hampshire
My Commission Expires October 2, 2018



CERTIFICATE OF LIABILITY INSURANCE

CRR
R022DATE (MM/DD/YYYY)
12/1/2014

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 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 PAYCHEX INSURANCE AGENCY INC 210705 P: F: (888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): (888) 443-6112
	E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC# INSURER A: Hartford Fire Ins Co 19682
INSURED COMMUNITY HEALTH ACCESS NETWORK 207 S MAIN ST NEWMARKET NH 03857	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

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

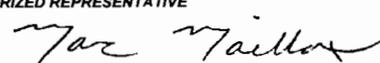
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR W/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	76 WEG NS8383	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER**CANCELLATION**

NH DHHS 129 PLEASANT ST CONCORD, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

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BRAD BORBIDGE, P.A.
CERTIFIED PUBLIC ACCOUNTANTS
197 LOUDON ROAD, SUITE 350
CONCORD, NEW HAMPSHIRE 03301

PHONE 603/224-0849
FAX 603/224-2397

Independent Auditor's Report on Financial Statements

Board of Directors
Community Health Access Network, Inc.
Newmarket, New Hampshire

We have audited the accompanying financial statements of Community Health Access Network, Inc., which comprise the balance sheets as of September 30, 2013 and 2012, the related statements of operations and changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Health Access Network, Inc. as of September 30, 2013 and 2012, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 10, 2014, on our consideration of the Association's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and important for assessing the results of our audit.

A handwritten signature in black ink, appearing to read "A. O. O'Neil", is positioned to the right of the date and location text.

Concord, New Hampshire
January 10, 2014

COMMUNITY HEALTH ACCESS NETWORK, INC.

BALANCE SHEETS

SEPTEMBER 30, 2013 AND 2012

ASSETS

	<u>2013</u>	<u>2012</u>
Current Assets		
Cash and cash equivalents	\$ 32,360	\$ 76,211
Grants receivable	548,065	803,522
Membership and other receivables	8,421	9,243
Prepaid expenses	<u>195,212</u>	<u>154,442</u>
Total Current Assets	784,058	1,043,418
Assets Limited As To Use	64,060	-
Furniture And Equipment, Net	<u>814,416</u>	<u>802,988</u>
TOTAL ASSETS	<u>\$ 1,662,534</u>	<u>\$ 1,846,406</u>

LIABILITIES AND NET ASSETS

Current Liabilities		
Accounts payable and accrued expenses	\$ 207,387	\$ 335,178
Deferred revenue	<u>480,374</u>	<u>566,583</u>
Total Current Liabilities	687,761	901,761
Net Assets		
Unrestricted	<u>974,773</u>	<u>944,645</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 1,662,534</u>	<u>\$ 1,846,406</u>

(See accompanying notes to these financial statements)

COMMUNITY HEALTH ACCESS NETWORK, INC.
STATEMENTS OF OPERATIONS AND CHANGES IN NET ASSETS
FOR THE YEARS ENDED SEPTEMBER 30, 2013 AND 2012

	2013	2012
Operating Revenue		
Grant funds used to defray operating expenses	\$ 589,568	\$ 478,639
Shared services income	801,026	656,386
Member dues	133,550	121,815
Other income	144,434	57,139
	1,668,578	1,313,979
Operating Expenses		
Salaries and benefits	355,942	275,349
Professional fees and contract services	746,937	607,460
Other operating expenses	460,839	386,168
Depreciation	416,591	322,611
	1,980,309	1,591,588
NET OPERATING LOSS AND DEFICIT OF REVENUE OVER EXPENSES	(311,731)	(277,609)
Grant And Member Funding For Capital Acquisitions	341,859	436,207
INCREASE IN UNRESTRICTED NET ASSETS	30,128	158,598
Net Assets At Beginning Of Year	944,645	786,047
NET ASSETS AT END OF YEAR	\$ 974,773	\$ 944,645

(See accompanying notes to these financial statements)

COMMUNITY HEALTH ACCESS NETWORK, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30, 2013 AND 2012

	2013	2012
Cash Flows From Operating Activities		
Change in net assets	\$ 30,128	\$ 158,598
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	416,591	322,611
Grant and member funding for capital acquisitions	(341,859)	(436,207)
(Increase) decrease in the following assets:		
Grants receivable	255,457	256,823
Membership and other receivables	822	49,262
Prepaid expenses	(40,770)	(35,004)
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	(127,791)	273,927
Deferred revenue	(86,209)	(490,306)
Net Cash Provided by Operating Activities	106,369	99,704
Cash Flows From Investing Activities		
Capital expenditures	(428,019)	(514,539)
Increase in assets limited as to use	(64,060)	-
Net Cash Used by Investing Activities	(492,079)	(514,539)
Cash Flows From Financing Activities		
Grant and member funding for capital acquisitions	341,859	436,207
Net Cash Provided by Financing Activities	341,859	436,207
Net (Decrease) Increase in Cash and Cash Equivalents	(43,851)	21,372
Cash and Cash Equivalents, Beginning of Year	76,211	54,839
CASH AND CASH EQUIVALENTS, END OF YEAR	\$ 32,360	\$ 76,211

(See accompanying notes to these financial statements)

COMMUNITY HEALTH ACCESS NETWORK, INC.

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2013 AND 2012

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The Organization is a non-stock, non-profit corporation organized in New Hampshire. The Organization is a member organization composed of seven core members who are non-stock, non-profit Federally Qualified Health Center providers. The Organization's primary purpose is to enable core and affiliate member agencies to develop the program and resources necessary to assure access to efficient, effective quality health care for all clients in agency communities, particularly the uninsured, Medicaid, and medically underserved populations.

Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Organization is exempt from state and federal income taxes on income earned in accordance with its tax exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax position and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements. Management believes the Organization is no longer subject to income tax examinations for years prior to 2010.

Use of Estimates

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

Cash and Cash Equivalents

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

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Assets Limited as to Use

Assets limited as to use include assets designated by the board of directors for future capital acquisitions.

Furniture and Equipment

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

Deficit of Revenue Over Expenses

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

NOTE 2 FURNITURE AND EQUIPMENT

The cost and accumulated depreciation of furniture and equipment at September 30, 2013 and 2012 follows:

	<u>2013</u>	<u>2012</u>
Furniture and equipment	\$ 2,910,906	\$ 2,482,887
Less accumulated depreciation	<u>2,096,490</u>	<u>1,679,899</u>
Furniture and Equipment, Net	<u>\$ 814,416</u>	<u>\$ 802,988</u>

NOTE 3 LINE OF CREDIT

The Organization has a \$50,000 revolving line of credit loan agreement with a local bank with interest charged at 1% above the Prime Rate (4.25% at September 30, 2013) through March 2014. The loan is secured by all inventory and equipment. There was no outstanding balance at September 30, 2013 or 2012.

NOTE 4 FUNCTIONAL EXPENSES

The Organization provides various services to members. Expenses related to providing these services for the years ended September 30, 2013 and 2012 follows:

	<u>2013</u>	<u>2012</u>
Program services	\$ 1,756,195	\$ 1,404,045
Administrative and general	<u>224,114</u>	<u>187,543</u>
Total	<u>\$ 1,980,309</u>	<u>\$ 1,591,588</u>

NOTE 5 RETIREMENT PLAN

The Organization has a contributory defined contribution plan covering eligible employees. Contributions to the plan amounted to \$9,703 and \$7,814 for the years ended September 30, 2013 and 2012, respectively.

NOTE 6 COMMITMENTS

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

The following is a schedule by year of future minimum lease payments under the operating lease as of September 30, 2013 that has an initial or remaining lease term in excess of one year.

	<u>Operating Leases</u>
2014	\$ 28,639
2015	<u>29,498</u>
Total	<u>\$ 58,137</u>

Total rent expense for operating leases was \$27,805 and \$26,995 for the years ended September 30, 2013 and 2012, respectively.

NOTE 7 RELATED PARTY TRANSACTIONS

In the normal course of business the Organization purchases information technology and specific administrative services from certain members. For the years ended September 30, 2013 and 2012 these services amounted to \$305,766 and \$302,657, respectively. The Organization also purchases rental space and certain utilities from a member. For the years ended September 30, 2013 and 2012 these expenses amounted to \$54,965 and \$53,361, respectively.

The Organization's revenue generated from member general dues and purchased services and funds received for capital acquisitions amounted to \$1,156,473 and \$877,206 for the years ended September 30, 2013 and 2012, respectively.

NOTE 8 SUBSEQUENT EVENTS

For financial reporting purposes, subsequent events have been evaluated by management through January 10, 2014, which is the date the financial statements were available to be issued.

COMMUNITY HEALTH ACCESS NETWORK, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2013

Federal Grantor Pass-through Grantor Program Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Federal Expenditures
U.S. Department of Health and Human Services			
Direct programs			
Health Center Controlled Networks	93.527		\$ 358,633
ARRA - Health Information Technology Implementation	93.703		<u>259,364</u>
Total direct programs			<u>617,997</u>
Pass-through programs from:			
Massachusetts eHealth Collaborative, Inc. ARRA -Health Information Technology Program: Regional Centers	93.718		65,900
State of NH Department of Health and Human Services Chronic Disease Prevention, Education and Clinical Quality	93.283	102-500731	<u>176,451</u>
Total pass-through programs			<u>242,351</u>
Total Expenditures of Federal Awards			<u>\$ 860,348</u>

The accompanying notes are an integral part of this schedule.

COMMUNITY HEALTH ACCESS NETWORK, INC.
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2013

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards, "the Schedule", includes the federal grant activity of Community Health Access Network, Inc., "the Organization," under programs of the federal government for the year ended September 30, 2013. The information in this schedule is presented in accordance with the requirements of the Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Health Centers*. Because the schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING PRINCIPLES

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



Community Health Access Network (CHAN)

Mission Statement

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

CHAN Board of Directors FY14-15

Goodwin Community Health
311 Route 108
Somersworth, NH 03878
Tel; 603-749-2346
Fax; 603-749-2748

Janet Atkins, CEO
CHAN Board Treasurer
X-203

Families First Health and Support Center
One Hundred Campus Avenue, Ste 12
Portsmouth, NH 03801
Tel; 603-422-8208
Fax; 603-422-8218

Helen Taft, Director
CHAN Board Member
X-120

Health First Family Care Center
841 Central Street
Franklin, NH 03235
Tel; 603-934-0177 x 107
Fax; 603-934-2805

Rick Silverberg, ED
CHAN Board President

Lamprey Health Care, Inc.
207 S. Main Street
Newmarket, NH 03857
Tel; 603-659-2494
Fax; 603-659-7572

Greg White, CEO
CHAN Board Member
X-7214

Manchester Community Health Center
145 Hollis Street
Manchester, NH 03101
Tel; 603-626-9500
Fax; 603-626-0899

Kris McCracken, CEO
CHAN Board Member
X-9513

Shackelford County Community Resource Center
(dba Resource Care)
PO Box 2435
Albany, TX 76430
Tel; (325) 762-2447

Dustin Hawk
CHAN Board Secretary

Harbor Care Health and Wellness Center,
a division of Harbor Homes, Inc
45 High Street
Nashua, NH 03060
Tel; 603- 882-3616

Peter Kelleher, CEO
CHAN Board Member

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Community Health Access Network

Name of Program Public Health and Health Care Integration

BUDGET PERIOD SFY 15				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Kirsten Platte	Executive Director	\$95,000	10.58%	\$10,047
vacant	QI Director	\$125,000	20.59%	\$25,740
Julie Nichols	Finance Director	\$64,272	10.00%	\$6,427
Rebecca Roosevelt	EMR Coordinator/PCMH Certified Content Expert	\$65,930	9.04%	\$5,960
		\$0	0.00%	\$0
		\$0	0.00%	\$0
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$48,174

BUDGET PERIOD SFY 16				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Kirsten Platte	Executive Director	\$97,850	17.52%	\$17,145
vacant	QI Director	\$128,750	41.81%	\$53,828
Julie Nichols	Finance Director	\$66,200	20.38%	\$13,491
Rebecca Roosevelt	EMR Coordinator/PCMH Certified Content Expert	\$67,914	25.00%	\$16,978
		\$0	0.00%	\$0
		\$0	0.00%	\$0
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$101,442

KIRSTEN A. PLATTE
207 S. Main Street
Newmarket, NH 03857
(603) 292-7205

EXPERIENCE

Executive Director

July 2008 to Present

Acting Executive Director

Sept 2007 to July 2008

Community Health Access Network

- Coordinate, implement and support services for member Organizations furthering the goals adopted by CHAN Board of Directors.
- Develop new initiatives and collaborations for improved patient outcomes and efficient services for CHAN member agencies.
- Work with Board to develop CHAN's vision, plan and strategic objectives and maintain board communications.
- Assure the availability of and access of funding sources for Network activities.
- Responsible for CHAN staff including, hiring, firing, promotion and evaluations.
- Propose and implement programs and standards of clinical care management throughout the network.
- Act as Chief Executive Officer coordinating operations, programmatic objectives and fiscal integrity.
- Articulate CHAN's objectives and represent CHAN with external environment.

Director of Finance & Accounting

Oct 2004 to Sept 2007

Community Health Access Network

- Participate in long-term strategic, financial and workflow systems planning initiatives for the Network.
- Oversee all general accounting functions, including financial reporting, payroll, accounts payable, accounts receivable, etc. Maintain appropriate financial systems, ledgers, policies and procedures. Direct the preparation of a variety of reports and statements in support of financial planning and analysis activities.
- Maintain Network policies and procedures and the software systems for the management of finances.
- Coordinate and participate in independent and other audit processes and implement systems improvements and audit recommendations.
- Provide stewardship on the management of CHAN's resources via the development of the annual operation, capital and program budgets. Monitor and control expenditures and analyze/identify variances and financial projections. Develop cash flow budget.
- Prepare financial and information systems section of grant proposals and grant renewals and ensure that related financial reporting requirements are met, including Yearly Financial Status Report.
- Oversee the preparation and filing of local, state and federal tax forms and ensure compliance with regulatory fiscal and control requirements.

Accountant/CHAN Grants Manager

Feb 1998 to Sept 2004

Lamprey Health Care, Inc.

- Bill and reconcile State and Federal grants, drawdown Public Services funding for CHAN
- Responsible for all CHAN accounting processes including scheduling of GL accounts on a monthly basis, payroll, A/R, A/P, bank reconciliations, yearly budget preparation, monthly financial statements and miscellaneous financial reports.
- Responsible for Federal Grant, Public Health Services drawdown for Lamprey Health Care
- Responsible for bank reconciliations for Lamprey Health Care

Accounting Manager
July 1992 to Aug 1994

Industrial Ventilation, Inc.
Nampa, Idaho

General Accounting/Office Clerk
Feb 1988 to Nov 1989

Northwest Business Systems
Boise, Idaho

Customer Service Representative
July 1987 to Nov 1987

Durako Paint
Detroit, Michigan

Audit Clerk
July 1986 to July 1987

Advertising Audit Service
Bloomfield Hills, Michigan

EDUCATION

University of Wyoming, Laramie, WY
Bachelor of Science, 1986
General Business

PROFESSIONAL AFFILIATIONS

NH Oral Health Coalition Steering Committee, Chair (2010-2011), Treasurer (2011-2013)
National Association of Community Health Centers-Network Task Force (2010-present)
National Association of Community Health Centers-Network Task Force Leadership Committee (Jan'14-present)
Southern NH AHEC Advisory Board (2011-2012)
New Hampshire Health Information Organization (NH HIE) Board of Directors, Secretary (2011-present)



Clinical Quality Improvement Director Exempt

I. Job Description

The Clinical Quality Improvement Director is responsible for the overall administration of the clinical quality improvement program for CHAN, as determined by the CHAN Health Services Committee, as well as the clinical quality improvement program for the Network Collaborative, as determined by the Health Center Controlled Network (HCCN) Steering Committee. This includes but is not limited to: Best Practices QI, Meaningful Use and Patient Centered Medical Home QI initiatives, HCCN funded QI initiatives, and continuous improvement initiatives. Develops appropriate strategies and best practices, to include workflow analysis, and provides leadership for improving quality programs in support of clinical operations and clinical programs.

II. Relationships

- A. Responsible to the CHAN Executive Director.
- B. Advised by CHAN Health Services Committee and HCCN Steering Committee. Works closely with the Network Collaborative participant Clinical Directors.
- C. Administers the QI program for CHAN; develops Network Collaborative QI program.
- D. Works closely with EMR Clinical Coordinator, Business Systems Analyst and Clinical Quality Data Manager.

III. Responsibilities

- A. Reports to the ED and advisory relationship with CHAN Health Services Committee and HCCN Steering Committee and is responsible for leading and evaluating a comprehensive Network Collaborative Quality Initiative to exceed HealthyPeople 2020 goal(s).
- B. Support and communicate to Network Collaborative participants as appropriate on MU and PCMH quality initiatives, to include workflow analysis, as it relates to existing EHR systems.
- C. Perform complex data analysis in support of Network Collaborative quality initiative(s) and develop programs, methodologies, and files for presenting data.
- D. Leads new quality initiatives.
- E. Reports to the CHAN BOD and HCCN SC regarding performance improvement plan bi-yearly.
- F. Coordinates the integration of a "dashboard" for clinical outcomes, critical interventions, cost, utilization, satisfaction, etc.
- G. Leads other QI related subcommittees as assigned.
- H. Report any corporate compliance concerns or register complaints related to corporate compliance to the designated CHAN Corporate Compliance Officer or anonymously via procedure as noted in Problem Resolution section of CHAN Personnel Policies.

IV. Qualifications

- A. Ability to work collaboratively with staff to improve performance and lead practice redesign for clinical quality.
- B. Minimum four years work experience in health setting or degree in health or human services with appropriate experience. Extensive experience with information management practice redesign.
- C. Experience in GE Centricity Electronic Medical Records System (CEMR) a plus.
- D. Strong interpersonal skills; and oral / written communication qualities

V. Knowledge/Skills/Abilities:

In addition, individual must possess this knowledge and these skills and abilities or be able to explain and demonstrate the individual can perform the primary functions of the job with or without reasonable accommodation using some other combination of skills and abilities and to possess the necessary physical requirements with or without the aid of mechanical devices to safely perform the primary functions of the job.

- A. Physical requirements include ability to extend hand(s) and arm(s) in any direction; pick, pinch, type or otherwise work primarily with fingers; stand for sustained periods of time and move about on foot to accomplish tasks; raise objects from a lower to a higher position or move objects horizontally from position to position; apply pressure to an object with fingertips; sustain substantial movement of wrists; hands and/or fingertips.
- B. Ability to receive detailed information through oral communication and make fine discrimination in sound.
- C. Ability to express or exchange ideas by means of the spoken word.
- D. Ability to interact effectively with people of varied varied educational, socioeconomic and ethnic backgrounds, skill levels and value systems; to work with frequent interruptions and to respond appropriately to unexpected situations. Excellent listening skills.
- E. Ability to exert up to twenty (20) pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, punch, pull, or otherwise move objects. Primary functions involve sitting, as well as stooping kneeling, crouching, and reaching; walking, particularly for long distances, and standing for sustained periods of time.
- F. Visual acuity sufficient for work which deals largely with preparing and analyzing data and figures, accounting, computer terminal operations, extensive reading, and visual inspection involving small parts/defects.
- G. Excellent written, verbal communication and social skills.
- H. Ability to endure periods of heavy workload and excessive stress.
- I. Knowledge of data base and spreadsheet software systems. Computer skills preferred and basic financial skills, as well as analytical skills for trend and situational analysis desired.
- J. Ability to transport self to meetings, events and affiliated vendors.

Signature

Date

JULIE A. NICHOLS

207 S. Main Street

Newmarket, NH 03857

Email: jnichols@chan-nh.org

Work (603) 272-7267

EXPERIENCE

**2006-present Community Health Access Network, Newmarket, New Hampshire
Finance Director**

- Responsible for financial grants management.
- Responsible for oversight of Accounting Clerk, ensure accurate and timely record keeping of expenditures and reports.
- Responsible for staff payroll.
- Responsible for monthly financial statement preparation.
- Responsible for annual financial audit.
- Responsible for annual budget preparation.

2005-2006 Raymond School District, Raymond, New Hampshire

Federal Fund Accountant

- Responsible for maintaining over 20 federal grants with over 1 million dollars in allocated funds.
- Ensure accurate and timely record keeping of expenditures and receipts.
- Responsible for all reports required by the Department of Education.
- Review all grant applications with Project Managers to ensure accuracy.

2004-2005 Finelines, Peabody, Massachusetts

Bookkeeper

- Responsible for accounts receivables, accounts payables, payroll, 401K, taxes and insurance.

1995-2004 Northeast Health Systems, Beverly, Massachusetts

Financial Analyst/Cost Accountant

- Manage the Hospital's Meditech Cost Accounting Systems, which includes interfacing with various members of middle and senior management.
- Compile Monthly Statistical Reports and analyze any unusual variances for the hospital and subsidiaries.
- Compile various weekly and monthly financial statements.
- Compile the 990 non-profit tax filings annually.
- Ad Hoc projects for middle and senior management.

1989-1995 State Street Bank and Trust Company, Quincy, Massachusetts

Client Service Manager

(Promoted 4/94 to 3/95)

- Primarily responsible for ensuring clients receive high quality products and services.
- Responsible for maintaining over 75 portfolios with over three billion dollars in assets.
- Supervise the daily activities of five portfolio accountants and auditors.
- Ensure accurate and timely record keeping of both cash and securities.
- Responsible for maintaining client relations and building a strong client service team.
- Develop procedure and standards for unit; participate in the development of business strategies and goals.

JULIE A. NICHOLS

4 Margaret Lane

Lee, New Hampshire 03861

Email: tjnichols@comcast.net

Home (603) 659-0160

Auditor

(Promoted 8/91 to 4/94)

- Responsible for auditing monthly client report packages.
- Managed 75 endowment fund accounts and pension plans ranging in value from \$12 million to \$5 billion.
- Verified General Ledger activity for accuracy; ensured that activity was reflected properly on the working trial.
- Validated accuracy of all income, expenses, corporate actions, and accruals.
- Effectively solved problems and interacted with internal positions and external clients.

Accountant

(8/89 to 8/91)

- Prepared endowment fund portfolios including; equities, fixed, futures, options, and International funds.
- Posted General Ledger activities daily.
- Ensured that all trials were in balance.
- Monitored and controlled all trading within funds.

EDUCATION

**Salem State College, Salem, Massachusetts
BSBA Concentration in Accounting, 1988**

COMPUTER SKILLS

**Microsoft Office, Healthshare, Meditech, MYOB,
Quickbooks Pro and Munis**

Rebecca Roosevelt

Experience

2005-present CHAN Newmarket, NH

EHR Clinical Systems Coordinator/Report Specialist

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

2000-2005 Appledore Medical Group Portsmouth, NH

Accounts Receivable Manager

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

1998-2000 Atlantic Plastic Surgery Assoc. Portsmouth, NH

Financial Services Representative

- Internal software maintenance
- Daily deposit and reconciliation of journal entries
- Managed Accounts Payable & Accounts Receivable using Quickbooks software
- Monthly Financial reporting to the medical director
- Annual financial reporting to the accountant
- Payroll reporting and tracking

Education

1988-1994 New Hampshire College Portsmouth, NH

Major: Accounting

Relevant Course Work:

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