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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



Jeffrey A. Meyers
Acting Commissioner

Marcella J. Bobinsky
Acting Director

January 14, 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 exercise a renewal option and amend a contract with the Foundation for Healthy Communities Purchase Order # 1038814, Vendor # 154533-B001, 125 Airport Road, Concord, NH 03301, by increasing the Price Limitation by \$226,952 from \$274,561 to an amount not to exceed \$501,513 to provide administrative and financial support to the NH Comprehensive Cancer Collaboration, and extend the Completion Date from June 16, 2016 to June 30, 2018, effective July 1, 2016, or the date of Governor and Council approval, whichever is later. This agreement was originally approved by Governor and Council on April 23, 2014, Item #39, and amended on May 6, 2015, Item #21. 100% Federal Funds.

Funds are available in the following account(s) for SFY 2017, and are anticipated to be available in SFY 2018, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

05-95-90-902010-5659 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, COMPREHENSIVE CANCER

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2015	072-509073	Grants Federal	90080083	144,561	0	144,561
SFY 2016	072-509073	Grants Federal	90080083	130,000	0	130,000
SFY 2017	072-509073	Grants Federal	90080083	0	113,476	113,476
SFY 2018	072-509073	Grants Federal	90080083	0	113,476	113,476
			Total	\$274,561	\$226,952	\$501,513

EXPLANATION

Funds in this agreement will be used to continue support of the activities of the New Hampshire Comprehensive Cancer Collaboration to reduce the impact of cancer on the population in New Hampshire. The Contractor will provide subject matter expertise, administrative and financial management services to support the New Hampshire Comprehensive Cancer Collaboration in their development, implementation and revision of the NH State Cancer Plan, and will support the planning and completion of local and statewide projects that will improve the health of New Hampshire residents by reducing the burden of cancer in individuals at risk for cancer, cancer patients, survivors, their families and the professionals who serve them.

The New Hampshire Comprehensive Cancer Collaboration is a group of individuals and community partners in the state who are involved with various aspects of cancer prevention and control who come together to assess priority areas and identify resources, opportunities and challenges as detailed in the NH State Cancer Plan. The NH State Cancer Plan spells out the goals, objectives and activities of the New Hampshire Comprehensive Cancer Collaboration related to cancer prevention and control efforts in NH.

Effective planning and activities will help lead to 1) increases in primary prevention activities (e.g., healthy eating and active living, avoiding UV exposure, reduced tobacco exposure); 2) increases in early detection and screening rates for breast, cervical, colorectal and lung cancers, 3) decreases in detection of late stage cancers; and 4) improvement in the quality of treatment and life for cancer patients, survivors and their families.

The population that will benefit from these services includes individuals at risk for cancer, cancer patients, survivors, their families and the professionals who serve them. The minimum required services to meet the priorities and goals of this contract are administrative support, financial management of local and statewide projects, and subject-matter expertise in policy, system & environmental change strategies and evidence-based practices to the New Hampshire Comprehensive Cancer Collaboration.

Cancer is the leading cause of death in New Hampshire overtaking heart disease. The overall rate of cancer incidence in NH is higher than the US rate (508 vs. 481 per 100,000). While the annual percent changes in incidence and mortality have decreased over time these changes have not been statistically significant. While screening rates for cancer are relatively high in New Hampshire, we know that residents with lower incomes, lower educational attainment and from racial minorities have significantly lower rates of screening than the average. Additionally, other cancer-related risk factors (e.g., tobacco use, obesity, etc.) continue to be priorities identified in the State Health Improvement Plan.

Should Governor and Executive Council not authorize this Request, the New Hampshire Comprehensive Cancer Collaboration would not have the internal resources to support the work of volunteers and ultimately their work on the New Hampshire State Cancer Control Plan, which is a requirement of the program funder, the Centers for Disease Control and Prevention.

The Foundation for Healthy Communities was selected for this project through a competitive bid process.

As referenced in the original letter approved by Governor and Council on April 23, 2014, Item #39, and in the Exhibit C-1 of the Contract, this competitively procured Agreement has the option to renew for two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. The Division is exercising this renewal option.

The Contractor successfully fulfilled and achieved the performance measures in the original contract. The Contractor will ensure that the following performance measures are annually achieved and monitored monthly to measure the effectiveness of the amendment agreement.

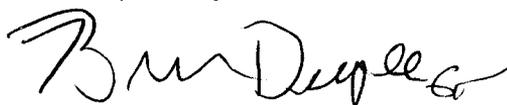
- 90% of working groups work plans shall contain SMART (Specific, Measureable, Attainable, Realistic, and Time-Limited) objectives that are updated at least every 6 months with the most current data and information about working groups activities and achievements.
- 90% of Workplan objectives include Policy, System and Environmental approaches.
- 100% of work plan objectives reference evidence to support the chosen strategies or rationale for choosing a strategy that is not evidence-based.
- Ten (10) new NH CCC members are recruited annually from groups identified in section 3.1.1 of this Exhibit A.
- 95% of NH CCC members are retained.
- 50% of the NH CCC member organizations promote at least one NH CCC prevention message in year one, and at least two prevention messages in year two, via their communication systems, in order to improve consistent cancer prevention messaging to New Hampshire residents.

Area served: Statewide.

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

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

Respectfully submitted,



Marcella J. Bobinsky, MPH
Acting Director

Approved by: 
Jeffrey A. Meyers
Acting Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
NH Comprehensive Cancer Collaboration Contract**

This 2nd Amendment to the NH Comprehensive Cancer Collaboration contract (hereinafter referred to as "Amendment Two") dated this 21st day of December, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and the Foundation for Healthy Communities, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 125 Airport Road, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on April 23, 2014 (item #39), and amended on May 6, 2015 (item #21), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

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

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

1. Amend Form P-37, Block 1.7, to read June 30, 2018.
2. Amend Form P-37, Block 1.8, to read \$501,513
3. Delete Exhibit A in its entirety and replace with Exhibit A Amendment #1.
4. Delete Exhibit B in its entirety and replace with Exhibit B Amendment #1.
5. Delete Exhibit C in its entirety and replace with Exhibit C Amendment #1.
6. Delete Exhibit G in its entirety and replace with Exhibit G Amendment #1.
7. Amend Budget to:
 - Add Exhibit B-1 Amendment #2 Budget SFY 2017
 - Add Exhibit B-1 Amendment #2 Budget SFY 2018

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



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

State of New Hampshire
Department of Health and Human Services

1/19/16
Date

Jim Dey
Brook Dupee
Bureau Chief

Foundation for Healthy Communities

12/22/15
Date

Shawn LaFrance
NAME: Shawn LaFrance
TITLE: Executive Director

Acknowledgement:

State of NH, County of Merriam on December 22, 2015 before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Norcen M. Cremin
Signature of Notary Public or Justice of the Peace

Norcen M. Cremin Program & Grants Manager
Name and Title of Notary or Justice of the Peace

My Commission Expires: June 5, 2018



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

OFFICE OF THE ATTORNEY GENERAL

2/12/14
Date

[Signature]
Name: Megan A. York
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials: [Signature]
Date: 12/22/15



Scope of Services

Contract Period: 07.01.16 through 06.30.18

1. Provisions Applicable to All Services

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

2. Covered Populations and Services

- 2.1. The Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS), supports the activities of the New Hampshire Comprehensive Cancer Collaboration (NH CCC) to reduce the impact of cancer in New Hampshire. The population to be served is statewide and includes individuals at risk for cancer, cancer patients, survivors, their families and the professionals who serve them. The required services to meet the priorities and goals of this contract assure that Evidence-Based Practices (EBP) or promising practices are used for implementation of the State Comprehensive Cancer Control Plan (State Cancer Plan).
- 2.2. The aim of the State Cancer Plan is to reduce the burden of cancer statewide through targeted efforts to reach populations that are at greater risk due to age, disability, education, ethnicity, gender, geographic location, income, race, lack of health insurance, being medically underserved, without access to health care, and to survivors of cancer. The NH CCC will undertake strategies that reduce the barriers these populations face such as, access to screening, treatment, clinical trials, survivorship and hospice care. Cancer prevention strategies such as preventing tobacco initiation, supporting tobacco cessation, improving access to healthy foods and opportunities to be physically active, and promoting sun safety practices will be targeted to those with a higher risk.

3. Required Services

The Contractor shall:

3.1. Management Services

- 3.1.1. Develop a recruitment plan to annually recruit 10 new members from diverse population subgroups that experience health disparities; representatives from other state cancer programs; chronic disease and risk factor programs, members from non-health sectors; representatives that provide subject matter expertise and needed skills (communication, evaluation, et cetera), members of professional associations/organizations, academic/medical institutions, business/industry, political



Exhibit A Amendment #1

- leaders and community-based organizations, to broaden the scope and the reach of the of the NH CCC and to accelerate the implementation of the State Cancer Plan.
- 3.1.2. Develop a retention plan to ensure that at least 95% of the NH CCC members are retained.
 - 3.1.3. Ensure collaboration priorities consistent with the strategic direction and required activities from the Centers for Disease Control and Prevention (CDC) National Comprehensive Cancer Control Program (NCCCP) cooperative agreement.
 - 3.1.4. Provide the planning, implementation, and evaluation of key activities which reflect priorities of the current CDC cooperative agreement and State Cancer Plan.
 - 3.1.5. Develop the workplans for working groups that include EBP or promising practices to identify strategies/interventions needed for implementation of the State Cancer Plan;
 - 3.1.6. Support working groups in development and implementation of interventions identified in their action plans;
 - 3.1.7. Manage NH CCC communications strategies including web content and social media with an emphasis on sharing progress toward reaching the goals in the State Cancer Plan, information related to how the NH CCC aims to improve health equity, use the NH CCC to promote strategies in the plan and leverage the communication resources of collaboration members to increase the breadth and reach of messages.
 - 3.1.8. Coordinate with the DPHS Cancer Control Program Coordinator and Lead Evaluator to conduct a bi-annual membership satisfaction survey, other evaluation activities and to distribute reports;
 - 3.1.9. Assist the NH CCC board leadership with maintaining the board infrastructure;
 - 3.1.10. Conduct an annual review of the NH CCC communication plan to include utilization of website, newsletter, use of social media (Facebook, Twitter, et cetera), alignment with the NCCCP communication strategies, and assess skills needed to deliver the plan. Prepare and distribute the NH CCC newsletter three times per year;
 - 3.1.11. Promote and distribute electronic versions of the State Cancer Plan and supporting documents;
 - 3.1.12. Conduct educational programming based on a member satisfaction survey;
 - 3.1.13. Conduct Policy, System and Environmental (PSE) assessments on cancer related issues and develop a PSE agenda with intervention recommendations;
 - 3.1.14. Educate key decision-makers and other stakeholder groups on EBPs and PSE approaches to cancer prevention and control with guidance from the DPHS Cancer Control Program Coordinator;
 - 3.1.15. Identify opportunities to engage municipalities for PSE interventions;
 - 3.1.16. Develop an annual work plan identifying how the required services will be met, to be approved by DPHS;

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Exhibit A Amendment #1

3.2. Administrative Support Services

- 3.2.1. Act as a fiscal agent for the NH CCC for the receipt of and distribution of grants and special funds including local implementation projects awarded to working groups;
- 3.2.2. Provide the DPHS Cancer Control Program Coordinator with documentation of in-kind support and cost-sharing for NH CCC.
 - 3.2.2.1. Prepare materials to assist the DPHS Cancer Control Program Coordinator in completing the interim and annual progress reports to the CDC including calculating in-kind and leveraged funds.
- 3.2.3. Provide project and financial management of local and statewide projects to support the implementation of the State Cancer Plan and the State Health Improvement Plan in conjunction with the DHHS.

3.3. Meeting Management Services

- 3.3.1. Coordinate and distribute a meeting schedule for board of directors and collaboration working groups and committees;
- 3.3.2. Prepare and distribute agendas for the board of directors in consultation with the board chairperson;
- 3.3.3. Prepare and distribute meeting notices, minutes and special correspondence for the board of directors, working groups and committees;
- 3.3.4. Logistical coordination for all meetings of the board of directors, working groups, committees, and other NH CCC special meetings to include the option for participation of members via telephone conference and/or web conferencing.
- 3.3.5. Manage and keep membership list current, working group meeting minutes, training opportunities and all communication for the NH CCC groups and meetings;

4. Reporting

- 4.1. The Contractor shall submit to the DHHS/DPHS, the following reports to monitor program performance.
- 4.2. Send programmatic reports to the DHHS on a quarterly basis describing the fulfillment of activities conducted and planned as follows:
 - 4.2.1. Quarterly reports on program activities for the prior three months, in a format developed and approved by the DHHS/DPHS. Reports will be due 30 days following the end of each quarter, and shall include the following:
 - 4.2.1.1. Brief narrative of work performed during the prior quarter;
 - 4.2.1.2. Quarterly, or at intervals specified by DHHS, the Contractor will report on their Workplan progress towards meeting the performance measures, and overall program goals and objectives to demonstrate they have met the minimum required services for the proposal.

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Exhibit A Amendment #1

4.2.1.3. Documented achievements.

4.3. Final cumulative report on progress meeting deliverables and accomplishments, in a format developed and approved by DHHS/DPHS. The report will be due 45 days following the end of the contract term.

5. Workplan

5.1. The Contractor will be required to provide a yearly Workplan that demonstrates their plan for the contract required activities. The Workplan template will be provided to the Contractor by the DHHS, and will include performance measures, (i.e. baseline and targets), activities, person(s) responsible, timeline, and target population, and will be used to assure progress towards meeting the performance measures and the overall program objectives and goals.

5.2. Upon the effective date of the Contract Amendment approval, the Contractor shall work with the DHHS to finalize the SFY 2017 Workplan within 30 days.

5.3. The Contractor shall draft the SFY 2018 Workplan 90 days prior to the end of SFY 2017, and work with the DHHS to finalize the Workplan prior to the start of SFY 2018.

5.4. Attend monthly meetings with the DHHS/DPHS Cancer Control Program Coordinator and board chairperson to review and plan activities and duties.

6. Staffing

6.1. The Contractor shall provide sufficient staff to perform tasks specified in the contract and maintain a level of staffing necessary to perform all functions, requirements, roles and duties in a timely manner.

6.2. The Contractor shall 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.

7. Performance Measures

7.1. The Contractor shall ensure that the following performance measures are annually achieved and monitored quarterly to measure the effectiveness of the agreement:

7.1.1. 90% of working groups work plans shall contain SMART (Specific, Measureable, Attainable, Realistic, and Time-Limited) objectives that are updated at least every 6 months with the most current data and information about working groups activities and achievements

7.1.2. 90% of Workplan objectives include PSE approaches

7.1.3. 100% of work plan objectives reference evidence to support the chosen strategies or rationale for choosing a strategy that is not evidence-based.



Exhibit A Amendment #1

- 7.1.4. Ten (10) new NH CCC members are recruited annually from groups identified in section 3.1.1 of this Exhibit A.
- 7.1.5. 95% of NH CCC members are retained.
- 7.1.6. 50% of the NH CCC member organizations promote at least one NH CCC prevention message in year one, and at least two prevention messages in year two, via their communication systems, in order to improve consistent cancer prevention messaging to New Hampshire residents.
- 7.1.7. Annually, the Contractor shall develop and submit to the DHHS, a corrective action plan for any performance measure that was not achieved.



Exhibit B Amendment #1

Method and Conditions Precedent to Payment

- 1) The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
 - 1.1. This contract is funded with funds from the following sources:
 - \$226,952 - 100% federal funds from the Centers for Disease Control and Prevention (CDC), Catalog of Federal Domestic Assistance (CFDA) #93.283, Federal Award Identification Number (FAIN), 6NU58DP003930-04-01, \$113,476 in SFY 2017 and \$113,476 in SFY 2018.
 - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.
- 2) Payment for said services shall be made monthly as follows:
 - 2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line item budgets shown in Exhibits B-1 SFY 2017 and 2018.
 - 2.2. 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 invoice must be completed, signed, dated and returned to the Department in order to initiate payment.
 - 2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.
 - 2.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
 - 2.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed. Hard copies shall be mailed to:

Department of Health and Human Services
Division of Public Health Services
29 Hazen Drive
Concord, NH 03301
Email address: DPHScontractbilling@dhhs.state.nh.us
- 3) Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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**Exhibit B-1 (SFY 2017)
Amendment #2 Budget Form**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Foundation for Healthy Communities

**New Hampshire Comprehensive Cancer
Budget Request for:** Collaboration
(Name of RFP)

Budget Period: SFY 2017

1. Total Salary/Wages	\$ 66,336.00	\$ -	\$ 66,336.00	
2. Employee Benefits	\$ 11,042.00	\$ -	\$ 11,042.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 550.00	\$ -	\$ 550.00	
6. Travel	\$ 275.00	\$ -	\$ 275.00	
7. Occupancy	\$ 3,075.00	\$ -	\$ 3,075.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 775.00	\$ -	\$ 775.00	
Postage	\$ 25.00	\$ -	\$ 25.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 500.00	\$ -	\$ 500.00	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ 22,400.00	\$ -	\$ 22,400.00	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Indirect	\$ -	\$ 8,498.00	\$ 8,498.00	Indirect: 10% corporation standard: support personnel & office support expenses associated with accounting, grant management, data analysis, communications, IT and administrative support. Not calculated on implementation money
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 104,978.00	\$ 8,498.00	\$ 113,476.00	

Indirect As A Percent of Direct

8.1%

Exhibit B-1 - Budget

Contractor Initials:

Date:

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12/22/15

**Exhibit B-1 (SFY 2018)
Amendment #2 Budget Form**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Foundation for Healthy Communities

**New Hampshire Comprehensive Cancer
Budget Request for:** Collaboration
(Name of RFP)

Budget Period: SFY 2018

1. Total Salary/Wages	\$ 66,156.00	\$ -	\$ 66,156.00	
2. Employee Benefits	\$ 11,222.00	\$ -	\$ 11,222.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 550.00	\$ -	\$ 550.00	
6. Travel	\$ 275.00	\$ -	\$ 275.00	
7. Occupancy	\$ 3,075.00	\$ -	\$ 3,075.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 775.00	\$ -	\$ 775.00	
Postage	\$ 25.00	\$ -	\$ 25.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 500.00	\$ -	\$ 500.00	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ 22,400.00	\$ -	\$ 22,400.00	
13. Other (specific details mandatory):	\$ -	\$ 8,498.00	\$ 8,498.00	Indirect: 10% corporation standard: support personnel & office support expenses associated with accounting, grant management, data analysis, communications, IT and administrative support. Not calculated on implementation money
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 104,978.00	\$ 8,498.00	\$ 113,476.00	

Indirect As A Percent of Direct

8.1%

Exhibit B-1 - Budget

Contractor Initials: *SH*



SPECIAL PROVISIONS

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

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



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

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

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



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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



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

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

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.



**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- Amendment #1

Contractor Initials SC

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

New Hampshire Department of Health and Human Services
Exhibit G – Amendment #1



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: Foundation for Healthy Communities

Date 12/22/15


Name: Shawn LaFrance
Title: Executive Director

Exhibit G- Amendment #1

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

Contractor Initials SL

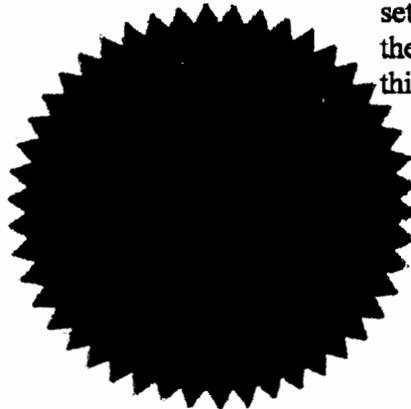
Date 12/22/15

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 FOUNDATION FOR HEALTHY COMMUNITIES is a New Hampshire nonprofit corporation formed October 28, 1968. 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 7th day of May A.D. 2015



William M. Gardner

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

I, Steve Ahnen, of the Foundation for Healthy Communities, do hereby certify that:

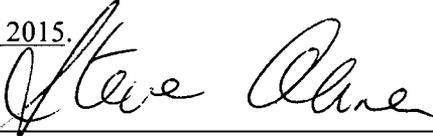
1. I am the duly elected Treasurer of the Foundation for Healthy Communities;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Foundation Healthy Communities, duly held on October 15, 2009;

RESOLVED: That this corporation, the Foundation for Healthy Communities, enters into any and all contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, acting through its Department of Health and Human Services.

RESOLVED: That the Executive Director for the Foundation for Healthy Communities is hereby authorized on behalf of this corporation to enter into said contracts with the State, and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate. Shawn LaFrance 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 22, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand as the Treasurer of the Foundation for Healthy Communities this 22nd day of December, 2015.



Steve Ahnen, Treasurer

STATE OF NH

COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 22nd day of December, 2015 by Steve Ahnen.



Notary Public/Justice of the Peace
My Commission Expires: June 5, 2018



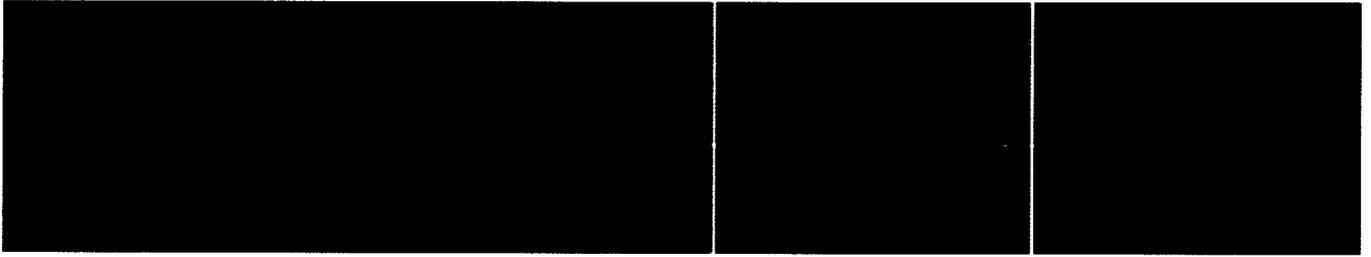
FOUNDATION FOR
HEALTHY COMMUNITIES

The Foundation's mission is to improve health and health care delivery.

The Foundation's primary objectives are:

1. To collect, analyze, and evaluate data about health and about the delivery, quality, management and organization of health services;
2. To promote, sponsor and conduct applied research and scientific investigation relative to quality, health delivery process improvement and health policy; and
3. To communicate information, sponsor education and training, and facilitate innovation and access for the improvement of health and the creation of healthy communities.

Adopted by Board of Trustees - October 20, 2005



Foundation *for*
Healthy Communities

FINANCIAL STATEMENTS

December 31, 2014 and 2013

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Trustees
Foundation for Healthy Communities

We have audited the accompanying financial statements of Foundation for Healthy Communities (the Foundation) which comprise the statements of financial position as of December 31, 2014 and 2013, and the related statements of activities, 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 U.S. generally accepted accounting principles; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Foundation as of December 31, 2014 and 2013, and the changes in its net assets and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

BerryDunn McNeil & Parker, LLC

Portland, Maine
June 5, 2015

FOUNDATION FOR HEALTHY COMMUNITIES

Statements of Financial Position

December 31, 2014 and 2013

ASSETS

	<u>2014</u>	<u>2013</u>
Current assets		
Cash and cash equivalents	\$ 816,486	\$ 895,998
Accounts receivable	787,115	106,809
Due from affiliate	90,780	61,115
Prepaid expenses	<u>4,256</u>	<u>4,362</u>
Total current assets	<u>1,698,637</u>	<u>1,068,284</u>
Investments	<u>648,056</u>	<u>609,680</u>
Property and equipment		
Leasehold improvements	1,118	1,118
Equipment and furniture	<u>136,010</u>	<u>136,010</u>
	<u>137,128</u>	<u>137,128</u>
Less accumulated depreciation	<u>129,647</u>	<u>124,806</u>
Property and equipment, net	<u>7,481</u>	<u>12,322</u>
Total assets	<u>\$ 2,354,174</u>	<u>\$ 1,690,286</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable	\$ 232,775	\$ 17,515
Accrued payroll and related amounts	51,573	81,507
Due to affiliate	49,190	38,151
Deferred revenue	<u>205,936</u>	<u>95,985</u>
Total current liabilities and total liabilities	<u>539,474</u>	<u>233,158</u>
Net assets		
Unrestricted	575,041	332,241
Temporarily restricted	<u>1,239,659</u>	<u>1,124,887</u>
Total net assets	<u>1,814,700</u>	<u>1,457,128</u>
Total liabilities and net assets	<u>\$ 2,354,174</u>	<u>\$ 1,690,286</u>

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

FOUNDATION FOR HEALTHY COMMUNITIES

Statements of Activities

Years Ended December 31, 2014 and 2013

	<u>2014</u>	<u>2013</u>
Revenues		
Foundation support	\$ 363,120	\$ 363,120
Program revenue	1,662,912	493,099
Seminars, meetings, and workshops	161,731	167,215
Interest and dividend income	15,189	10,693
Net assets released from restriction used for operations	<u>1,365,664</u>	<u>934,331</u>
Total revenues	<u>3,568,616</u>	<u>1,968,458</u>
Expenses		
Salaries and related payroll expenses	1,359,327	1,051,331
Other operating	137,232	130,712
Program expenses	1,663,366	627,451
Seminars, meetings, and workshops	182,418	142,937
Depreciation	<u>4,841</u>	<u>6,615</u>
Total expenses	<u>3,347,184</u>	<u>1,959,046</u>
Excess of revenues over expenses	221,432	9,412
Net realized and unrealized gain on investments	<u>21,368</u>	<u>82,531</u>
Increase in unrestricted net assets	<u>\$ 242,800</u>	<u>\$ 91,943</u>

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

FOUNDATION FOR HEALTHY COMMUNITIES

Statements of Changes in Net Assets

Years Ended December 31, 2014 and 2013

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
Balance, January 1, 2013	\$ <u>240,298</u>	\$ <u>911,755</u>	\$ <u>1,152,053</u>
Excess of revenues over expenses	9,412	-	9,412
Net realized and unrealized gain on investments	82,531	-	82,531
Grants received	-	1,147,463	1,147,463
Net assets released from restriction used for operations	<u>-</u>	<u>(934,331)</u>	<u>(934,331)</u>
Change in net assets	<u>91,943</u>	<u>213,132</u>	<u>305,075</u>
Balance, December 31, 2013	<u>332,241</u>	<u>1,124,887</u>	<u>1,457,128</u>
Excess of revenues over expenses	221,432	-	221,432
Net realized and unrealized gain on investments	21,368	-	21,368
Grants received	-	1,480,436	1,480,436
Net assets released from restriction used for operations	<u>-</u>	<u>(1,365,664)</u>	<u>(1,365,664)</u>
Change in net assets	<u>242,800</u>	<u>114,772</u>	<u>357,572</u>
Balance, December 31, 2014	<u>\$ 575,041</u>	<u>\$ 1,239,659</u>	<u>\$ 1,814,700</u>

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

FOUNDATION FOR HEALTHY COMMUNITIES

Statements of Cash Flows

Years Ended December 31, 2014 and 2013

	<u>2014</u>	<u>2013</u>
Cash flows from operating activities		
Change in net assets	\$ 357,572	\$ 305,075
Adjustments to reconcile change in net assets to net cash (used) provided by operating activities		
Depreciation	4,841	6,615
Net realized and unrealized gain on investments	(21,368)	(82,531)
(Increase) decrease in		
Accounts receivable	(680,306)	103,519
Prepaid expenses	106	208
Increase (decrease) in		
Accounts payable	215,260	(6,661)
Accrued payroll and related amounts	(29,934)	15,129
Due to/from affiliates	(18,626)	(33,917)
Deferred revenue	<u>109,951</u>	<u>64,736</u>
Net cash (used) provided by operating activities	<u>(62,504)</u>	<u>372,173</u>
Cash flows from investing activities		
Purchases of equipment	-	(5,397)
Purchases of investments	(162,654)	(410,501)
Proceeds from sale of investments	<u>145,646</u>	<u>449,350</u>
Net cash (used) provided by investing activities	<u>(17,008)</u>	<u>33,452</u>
Net (decrease) increase in cash and cash equivalents	(79,512)	405,625
Cash and cash equivalents, beginning of year	<u>895,998</u>	<u>490,373</u>
Cash and cash equivalents, end of year	<u>\$ 816,486</u>	<u>\$ 895,998</u>

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

FOUNDATION FOR HEALTHY COMMUNITIES

Notes to Financial Statements

December 31, 2014 and 2013

Organization

Foundation for Healthy Communities (the Foundation) was organized to conduct various activities relating to health care delivery process improvement, health policy, and the creation of healthy communities. The Foundation is controlled by New Hampshire Hospital Association (the Association) whose purpose is to assist its members in improving the health status of the people receiving health care in New Hampshire.

1. Summary of Significant Accounting Policies

Use of Estimates

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

Cash and Cash Equivalents

For purposes of reporting in the statements of cash flows, the Foundation considers all bank deposits with an original maturity of three months or less to be cash equivalents.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. Management believes all accounts receivable are collectible. Credit is extended without collateral.

Investments

Investments in equity securities with readily determinable fair values and all investments in debt securities are measured at fair value in the statements of financial position. Interest and dividends are included in the excess of expenses over revenues unless they are restricted by donor or law. Realized and unrealized gains and losses on investments are excluded from the excess of revenues over expenses.

Investments, in general, are exposed to various risks such as interest rate, credit, and overall market volatility. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the statements of financial position and activities.

FOUNDATION FOR HEALTHY COMMUNITIES

Notes to Financial Statements

December 31, 2014 and 2013

Property and Equipment

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

Employee Fringe Benefits

The Foundation has an "earned time" plan under which each employee earns paid leave for each period worked. These hours of paid leave may be used for vacation or illnesses. Hours earned but not used are vested with the employee and may not exceed 30 days at year end. The Foundation accrues a liability for such paid leave as it is earned.

Revenue Recognition

Grants awarded in advance of expenditures are reported as temporarily restricted support if they are received with stipulations that limit the use of the grant funds. When a grant restriction expires, that is, when a stipulated time restriction ends or a purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statements of activities as "net assets released from restriction."

Grant funds conditional upon submission of documentation of qualifying expenditures or matching requirements are deemed to be earned and reported as revenues when the Foundation has met the grant conditions.

The amount of such funds the Foundation will ultimately receive depends on the actual scope of each program, as well as the availability of funds and, accordingly, is not reasonably determinable. The ultimate disposition of grant funds is subject to audit by the awarding agencies.

Resources received from service beneficiaries for specific projects, programs, or activities that have not yet taken place are recognized as deferred revenue to the extent that the earnings process has not been completed.

Contributions of long-lived assets are reported as unrestricted support unless donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. Absent explicit donor stipulations about how long these long-lived assets must be maintained, the Foundation reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service.

FOUNDATION FOR HEALTHY COMMUNITIES

Notes to Financial Statements

December 31, 2014 and 2013

Excess of Revenues over Expenses

The statements of activities include excess of revenues over expenses. Changes in unrestricted net assets that are excluded from this measure, consistent with industry practice, include realized and unrealized gains and losses on investments.

Income Taxes

The Foundation is a not-for-profit corporation as described in Section 501(c)(3) of the Internal Revenue Code (the Code) and is exempt from federal income taxes on related income pursuant to Section 501(a) of the Code.

Subsequent Events

For purposes of the preparation of these financial statements in conformity with U.S. generally accepted accounting principles, the Foundation has considered transactions or events occurring through June 5, 2015, which was the date that the financial statements were available to be issued.

2. Investments

The composition of investments as of December 31, 2014 and 2013 is set forth in the following table. Investments are stated at fair value.

	<u>2014</u>	<u>2013</u>
Marketable equity securities	\$ 268,307	\$ 255,481
Mutual funds		
Marketable equity securities	170,067	144,498
Fixed income securities	<u>209,682</u>	<u>209,701</u>
	<u>\$ 648,056</u>	<u>\$ 609,680</u>

3. Temporarily Restricted Net Assets

Temporarily restricted net assets of \$1,239,659 and \$1,124,887 consisted of specific grant programs as of December 31, 2014 and 2013, respectively. The grant programs relate to improvements to access and the delivery of health care services to support for the production and distribution of educational materials.

FOUNDATION FOR HEALTHY COMMUNITIES

Notes to Financial Statements

December 31, 2014 and 2013

4. Related Party Transactions

The Foundation leases space from the Association. Rental expense under this lease for the years ended December 31, 2014 and 2013 was \$46,662 and \$46,608, respectively.

The Association provides various accounting, public relation and janitorial services to the Foundation. The amount expensed for these services in 2014 and 2013 was \$111,180 and \$103,761, respectively. In addition, the Association bills the Foundation for its allocation of shared costs. As of December 31, 2014 and 2013, the Foundation owed the Association \$49,190 and \$38,151, respectively, for services and products provided by the Association.

The Association owed the Foundation \$90,780 and \$61,115 as of December 31, 2014 and 2013, respectively, for services provided to the Association.

5. Retirement Plan

The Foundation has a 401(k) profit-sharing plan that covers substantially all employees and allows for employee contributions of up to the maximum allowed under Internal Revenue Service regulations. Employer contributions are discretionary and are determined annually by the Foundation. Retirement plan expense for 2014 and 2013 was \$43,351 and \$35,958, respectively.

6. Functional Expenses

Expenses related to services provided for the public interest are as follows:

	<u>2014</u>	<u>2013</u>
Program services	\$ 3,222,693	\$ 1,837,737
General and administrative	<u>124,491</u>	<u>121,309</u>
	<u>\$ 3,347,184</u>	<u>\$ 1,959,046</u>

7. Concentrations of Credit Risk

The Foundation's total cash deposits from time-to-time exceed the federally insured limit. The Foundation has not incurred any losses and does not expect any in the future.

8. Fair Value Measurements

Financial Accounting Standards Board Accounting Standards Codification (FASB ASC) Title 820, *Fair Value Measurement*, defines fair value, establishes a framework for measuring fair value in accordance with U.S. generally accepted accounting principles, and expands disclosures about fair value measurements.

FOUNDATION FOR HEALTHY COMMUNITIES

Notes to Financial Statements

December 31, 2014 and 2013

FASB ASC 820 defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. FASB ASC 820 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant other observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The Foundation's investments are measured at fair value on a recurring basis and are considered Level 1.



Foundation for
Healthy Communities

2015 - BOARD OF TRUSTEES

Scott McKinnon CHAIR	President/CEO, The Memorial Hospital, North Conway
Mary DeVeau VICE CHAIR	President and CEO, Concord Regional Visiting Nurse Association
Stephen Ahnen SECRETARY/TREASURER	President, NHHA
Shawn LaFrance <i>ex officio</i>	Executive Director, FHC
Chris Accashian	CEO, Parkland Medical Center, Derry
George Blike, MD	Chief Quality and Value Officer, Dartmouth-Hitchcock, Lebanon
William Brewster, MD	Medical Director, Harvard Pilgrim Health Care, Manchester
*Corin Dechirico, DO	Associate Chief Medical Officer, Southern NH Medical Center, Nashua
Robert Duhaime, RN	VP, Operations, Catholic Medical Center, Manchester
*Peter J. Evers	President/CEO, Riverbend Community Mental Health Center
Mary Ellen Fleeger, PhD, RN	Professor of Nursing, Keene State College
Paul Gardent	Faculty, Dartmouth Institute & Tuck School of Business, Hanover
Richard Lafleur, MD - IPC	Medical Director, Anthem BC/BS of NH, Manchester
Michelle McEwen	President/CEO, Speare Memorial Hospital, Plymouth
Arthur Nichols	President, Cheshire Medical Center, Keene
Arthur O'Leary	Regional VP of Operations, Genesis HealthCare, Concord
Helen C. Pervanas, PharmD	Assistant Professor of Pharmacy Practice, Mass. College of Pharmacy and Health Sciences, Manchester
Rick Phelps, MD	
John F. Robb, MD	Director, Interventional Cardiology at Mary Hitchcock Memorial Hospital, Lebanon
Maria Ryan, PhD, APRN	CEO, Cottage Hospital, Woodsville
Jeanne Ryer	Director, NH Citizens Health Initiative/University of New Hampshire, Concord
Keith Shute, MD	Chief Medical Officer & Senior Vice President, Androscoggin Valley Hospital, Berlin
*Helen Taft	Executive Director, Families First, Portsmouth
Trinidad Tellez, MD	Director, Office of Minority Health and Refugee Affairs, NH Department of Health and Human Services
Gregory Walker	President/CEO, Wentworth-Douglas Hospital, Dover

Judy Proctor, RN, BSN
Foundation for Healthy Communities
125 Airport Road, Concord, NH
Phone: (603) 415-4276 (W)

EXPERIENCE

August 2007- present

Manager, New Hampshire Comprehensive Cancer Collaboration,
Foundation for Healthy Communities, 125 Airport Rd., Concord, NH
03301

- Manage day-to-day activities and budget of the volunteer Collaboration membership and serve as the central point of contact for all communications. Coordinate annual meeting of > 200 attendees
- Coordinate workgroup, committee and Board meetings: provide meeting management, logistical, and administrative assistance
- Support implementation activities of the NH Cancer Plan
- Serve as liaison to NH Division of Public Health Services and other statewide partners
- Participate in communications, marketing, and promotion of the Collaboration & NH Cancer Plan: newsletter, website
- Coordinate and manage local and statewide projects
- Subject matter expert in Policy, Systems, Environmental change efforts

April, 1996- July, 2007

Tuberculosis (TB) Program Coordinator, State of New Hampshire
Division of Public Health Services, 29 Hazen Dr.
Concord, NH 03301, 603-271-4496

- 2006-2007: served as TB Control Officer for NH
- Coordinated the TB Program services including case management activities of 7 district public health nurses and two city health departments
- Provided consultation and training to the public, medical providers, community agencies and program staff
- Participated in program planning and evaluation
- Served as liaison to the Centers for Disease Control and Prevention
- Analyzed data and produced epidemiologic and grant reports

1994-1996

Infection Control Nurse/ Staff Development/ Quality Improvement Coordinator

McKerley Health Care- Harris Hill Center, Concord

- Coordinated Infection Control Team/ monitored infection control practices
- Chaired Continuous Quality Improvement Committee

- Managed staff development program; in-service and OSHA trainings, and new staff orientation

1981-1989

Hospice Patient Care Coordinator, Concord VNA, NH

- Co-developed, marketed, and managed 1st home-care Hospice Program
- Assessed patient/family needs and implemented interdisciplinary plan of care
- Hired, trained and supervised staff of nurses, aides and volunteers
- Provided public and staff education on Hospice philosophy and symptom control

1978-1981

Hospice Nurse, Washington Home Hospice, Washington DC

1975-1978

Oncology Nurse, Georgetown University Hospital

EDUCATION

Bachelor of Science in Nursing, Georgetown University, cum laude

2013

National Partner workshop: *Ten Healthy Habits of Successful Coalitions*, PSE training

2009

NCI training on *Evidence-Based Practices*

2005

Certified Public Management Courses, State of NH

2004

Principles of Epidemiology Course, Manchester Health Dept. and DHHS

SHAWN V. LaFRANCE

125 Airport Road
Concord, New Hampshire 03301
(O) (603) 225-0900
(D) (603) 415-4270

PROFESSIONAL EXPERIENCE

FOUNDATION FOR HEALTHY COMMUNITIES, Concord, NH

Executive Director, 2004-Current

Vice President for Planning and Development, 1998-2004

Design and manage statewide programs, engaging the public and private sector, to improve health status and the delivery of health care services in New Hampshire. Lead in the creation of new partnerships at the state and local levels and in communicating results of the Foundations' efforts. Accomplishments include:

- Secured more than \$7 million in new program funding from foundations and other organizations to initiate new statewide programs. Established and manage all grant monitoring and reporting systems.
- Created the New Hampshire Partnership for End-of-Life Care and secured a partners competitive multi-year grant from the Robert Wood Johnson Foundation to change policy and improve end-of-life care.
- Initiated new strategy to expand the community focus of the Foundation. New programs address preventive care for children, improved access to insurance coverage, new access to prescription medications for low income persons, new research on identifying and preventing alcohol abuse in primary care settings and developed new training skills program to address recruitment and retention of nurses.
- Analyze health data and other information to develop new programs and communicate through broadcast and print media, publications and the internet to diverse constituencies including professionals and the public.
- Supervise staff of four professionals.

THE COMMONWEALTH FUND, New York, NY

Program Officer, 1994-1997

Planned and managed grant-making portfolio of national and local projects focused on child health, youth development and local public-private partnerships for a national foundation with strong record of health care philanthropy. Designed and monitored program outcomes for \$3.5 million in annual grant expenditures with foundation executives. Accomplishments include: organized key start-up activities for a national initiative, in partnership with conversion and community foundations, to improve the delivery of child health care with a focus on child development and family support. Re-structured youth projects to strengthen career-to-school emphasis with mentoring, and initiated new focus locally on promoting public-private partnerships in public spaces and services. Advised applicants and grantees on project development, budgets, evaluation plans, and crafting communications strategies for projects. Initiated new procedures to effectively plan and prioritize communication of results from the national program.

NEW YORK CITY DEPARTMENT OF HEALTH, New York, NY

Special Assistant to the Commissioner, 1992-1994

Advised Commissioner of the largest local health department in the United States on wide range of internal and external policy issues. Accomplishments include: managed recruitment and operations for 130 health provider sites in low income neighborhoods for the largest child immunization campaign in the city's history; led summit conference on family planning services for 90 leaders and policymakers in the health care and non-profit sectors; convened lead poisoning task force to revise prevention strategies; and initiated a review of managed care options and health education services for the Department of Health.

NEW YORK CITY DEPARTMENT OF HEALTH, New York, NY

Project Director, 1989-1991

Implemented and managed a \$1.5 million innovative demonstration project to co-locate medical, addiction treatment and social services for women and children in Harlem. Conducted contract negotiations, prepared regulatory and licensing approvals, oversaw facility renovation, and staff recruitment and hiring. Responsible for fundraising, grant reporting, program marketing, and implementation of a process and outcomes evaluation.

DEPARTMENT OF CITY PLANNING, New York, NY

City Planner, 1985-1987

Organized and created citizen education program for land use and environmental plan for large underdeveloped industrial and residential waterfront properties. Collected and analyzed employment and housing data for planning for community redevelopment. Provided technical assistance to elected officials and community groups. Managed health and human service projects and developed Requests for Proposals for consultant studies.

CITIZENS' COMMITTEE FOR CHILDREN OF NEW YORK, INC., New York, NY

Health Policy Analyst, 1987-89

Successfully led advocacy effort to establish new State funding (\$500,000) for pediatric AIDS services. Coordinated and managed advocacy activities and policy analyses on health issues for low income children. Prepared position papers and public testimony on maternal and child health. Analyzed municipal agency budgets and legislative proposals related to child health. Trained board members and community volunteers for service monitoring and advocacy.

ASSOCIATION OF UNIVERSITY PROGRAMS IN HEALTH ADMINISTRATION

Assistant Director, Washington, DC 1983-85

Managed a national survey research project involving 2,000 graduates of health administration programs for Washington DC-based national association. Conducted focus group research on education programs and the management needs of health service organizations. Performed membership review of academic programs. Organized meetings of a national Task Force on Undergraduate Education in Health Care Administration.

OFFICE OF HEALTH PLANNING AND DEVELOPMENT, Concord, NH

Planner, 1980-81

Developed needs assessments, planning of primary care, and maternal and child health care services for the State Health Plan. Staffed program planning and budgeting project for a re-organization of public health services by the State Commissioner for Health and Human Services. Evaluated hospital and nursing home service expansion proposals in Certificate of Need regulatory program.

EDUCATION

Columbia University

New York, NY

Master of Public Health- 1985

M.S., Urban Planning- 1985

Masters Thesis: *Hospitals and Urban Neighborhoods: Bases for Joint Planning and Community Development* (Research Bibliography published by the Council for Planning Librarians, Chicago, IL, October 1985.)

University of New Hampshire

Durham, NH

B.S., Health Administration and Planning- 1979

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Foundation for Healthy Communities

Name of Program: NH Comprehensive Cancer Collaboration

BUDGET PERIOD:		SFY 17		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Judy Proctor	Program Manager	\$72,238	91.83%	\$66,335.94
Shawn LaFrance	Executive Director	\$130,321	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$66,335.94

BUDGET PERIOD:		SFY 18		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Judy Proctor	Program Manager	\$73,876	89.55%	\$66,155.96
Shawn LaFrance	Executive Director	\$134,231	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$66,155.96

E3

4/21



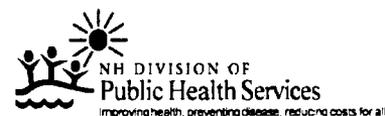
Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4612 1-800-852-3345 Ext. 4612
Fax: 603-271-4827 TDD Access: 1-800-735-2964



G&C APPROVED

Date: 5/6/15

Item: 21

April 15, 2015

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend an existing agreement with Foundation for Healthy Communities, Vendor #154533-B001, 125 Airport Road, Concord, NH 03301, to provide local cancer prevention projects that include a cancer prevention media plan and provider education regarding the Human Papillomavirus vaccination guidelines by increasing the price limitation by \$14,561 from \$260,000 to an amount not to exceed \$274,561 effective upon Governor and Executive Council approval with no change in the contract end date of June 30, 2016. Governor and Executive Council approved the original Agreement on April 23, 2014 (item #39). 100% Federal Funds.

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

05-95-90-902010-5659 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, COMPREHENSIVE CANCER

SFY	Class	Title	Activity Code	Budget
SFY 2015	072-509073	Grants Federal	90080083	\$144,561
SFY 2016	072-509073	Grants Federal	90080083	\$130,000
			Total	\$274,561

EXPLANATION

The purpose of this request is to increase funding to develop a cancer prevention media plan, assess physician barriers, and provide physician education regarding guidelines and best practices for administering the Human Papillomavirus Vaccine. This vaccine offers protection from the Human Papillomavirus which is the leading cause of Cervical Cancer and is the only cancer vaccine. As a project of the Foundation for Healthy Communities, The New Hampshire Comprehensive Cancer Collaboration is instrumental in the development, implementation and revision of the NH State Cancer

Plan, and will support the planning and completion of local and statewide projects that will improve the health of New Hampshire residents by reducing the burden of cancer in individuals at risk for cancer, cancer patients, survivors, their families and the professionals who serve them.

The New Hampshire Comprehensive Cancer Collaboration is a group of individuals and community partners in the state who are involved with various aspects of cancer prevention and control who come together to assess priority areas and identify resources, opportunities and challenges as detailed in the NH State Cancer Plan. The NH State Cancer Plan spells out the goals, objectives and activities of the New Hampshire Comprehensive Cancer Collaboration related to cancer prevention and control efforts in NH.

The population that will benefit from these additional services includes individuals at risk for cancer due to low screening rates and youth who meet the Human Papillomavirus vaccination criteria. The minimum required services to meet the priorities and goals of this contract are administrative support, financial management of local and statewide projects, and subject-matter expertise in policy, system and environmental change strategies and evidence-based practices to the New Hampshire Comprehensive Cancer Collaboration.

Should the Governor and Executive Council not authorize this Request, the New Hampshire Comprehensive Cancer Collaboration would not be able to implement these evidence based cancer prevention strategies that could reduce future cases cervical cancer and reduce deaths related to cervical and breast cancer which are identified priorities in the 2015-2020 Cancer Plan and a requirement of the program funder, the Centers for Disease Control and Prevention.

Area served: statewide

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

In the event that the federal funds become no longer available, no further general funds will be requested to support this contract.

Respectfully submitted,



Jose Their Montero, MD, MHCDS
Director

Approved by:



Nicholas A. Toumpas
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the New Hampshire Comprehensive Cancer Control Program**

This 1st Amendment to the New Hampshire Comprehensive Cancer Control Program contract (hereinafter referred to as "Amendment #1") dated this, February 6, 2015 is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Foundation for Healthy Communities (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 125 Airport Road, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on April 23, 2014 (item #39), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, and Exhibit C-1 Paragraph 3, the State may amend by an instrument in writing signed by the parties and approved by the Governor and Executive Council of the State of New Hampshire.

WHEREAS, the parties agree to increase the Price Limitation for State Fiscal Year 2015.

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

To amend as follows:

1. Form P-37, General Provisions, Item 1.8, Price Limitation, to read:
\$274,561
2. Form P-37, General Provisions, Item 1.9, Contracting Officer for State Agency, to read:
Eric D. Borrin
3. Form P-37, General Provisions, Item 1.10, State Agency Telephone Number, to read:
(603) 271-9558
4. Exhibit A, Section 1.2.4 to read:
 - Project and financial management of local and statewide projects to support the implementation of the State Cancer Plan and the State Health Improvement Plan.
 - Delivery of two education sessions regarding Human Papillomavirus (HPV) vaccinations to a minimum of ten (10) healthcare providers who are identified as; physicians, physician assistants, nurse practitioners, or nurses that provides the issuance of Certified Medical Education Credits (CMEs)
 - A report on the findings of assessing medical practice barriers to increasing immunization rates of the recommended Human Papillomavirus (HPV) vaccine.
 - A media plan, approved by the Division of Public Health Services, to deliver relevant media messages in the needed media form to increase utilization of cancer screenings, such as Pap tests, mammograms and colonoscopies, in populations with low cancer screening rates.

See 3/2/15



5. Exhibit B, Methods and Conditions Precedent to Payment, Paragraph 1 to read:
Funding Sources:
 - a. \$144,561 = 100% federal funds from the U.S. Centers for Disease Control and Prevention, CFDA #93.283; Federal Award Identification Number (FAIN), 5U58DP003930, SFY 2015.
 - b. \$130,000 = 100% federal funds from the U.S. Centers for Disease Control and Prevention, CFDA #93.283; Federal Award Identification Number (FAIN), 5U58DP003930, SFY 2016.

\$274,561
6. Exhibit B, Methods and Conditions Precedent to Payment, Paragraph 3 to read:
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 Amendment 1-SFY 2015 and Exhibit B-1-SFY 2016 Budgets. 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.
7. Standard Exhibit B, Methods and Conditions Precedent to Payment, Paragraph 10, to read:
Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
8. Delete Exhibit B-1 Budget (SFY 2015) and replace with Exhibit B-1-Amendment 1 (SFY 2015), Budget.

SL
3/2/15

New Hampshire Department of Health and Human Services
NH Comprehensive Cancer Control Program



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

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

4/13/15
Date

State of New Hampshire
Department of Health and Human Services
[Signature]
Brook DuPee
~~Facilities Engineer~~
Bureau Chief. ^{ASD}

March 2, 2015
Date

[Signature]
NAME:
TITLE: Executive Director

Acknowledgement:
State of NH, County of Rockingham on March 2, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]
Name and Title of Notary or Justice of the Peace

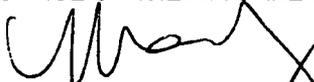


**New Hampshire Department of Health and Human Services
NH Comprehensive Cancer Control Program**

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

4/20/15
Date

OFFICE OF THE ATTORNEY GENERAL


Name: Megan A. York
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Foundation for Health Communities

Budget Request for: NH Comprehensive Cancer Collaboration Administrative and
(Name of RFP)

Budget Period: SFY 2015

1. Total Salary/Wages	\$ 67,146.00	\$ -	\$ 67,146.00	\$ 68,682.00	
2. Employee Benefits	\$ 18,869.00	\$ -	\$ 18,869.00	\$ -	
3. Consultants	\$ -	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	\$ -	
Office	\$ 800.00	\$ -	\$ 800.00	\$ -	
6. Travel	\$ 500.00	\$ -	\$ 500.00	\$ 6,194.00	
7. Occupancy	\$ 3,300.00	\$ -	\$ 3,300.00	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	
Telephone	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	
Postage	\$ 200.00	\$ -	\$ 200.00	\$ -	
Subscriptions	\$ -	\$ -	\$ -	\$ -	
Audit and Legal	\$ 400.00	\$ -	\$ 400.00	\$ -	
Insurance	\$ -	\$ -	\$ -	\$ -	
Board Expenses	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	
9. Software	\$ -	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 1,066.00	\$ -	\$ 1,066.00	\$ -	
11. Staff Education and Training	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	
12. Subcontracts/Agreements	\$ 35,505.00	\$ -	\$ 35,505.00	\$ -	
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	
see indirect methodology	\$ -	\$ 13,275	\$ 13,275.00	\$ -	
meeting support	\$ -	\$ -	\$ -	\$ 2,800.00	
	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 131,286.00	\$ 13,275.00	\$ 144,561.00	\$ 77,676.00	

Indirect: 10%
corporation standard:
support personnel and
office support expenses
associated with
accounting, grant
management, data
analysis,
communications, IT and
administrative support

Indirect As A Percent of Direct

10.1%

Pom
sk

MJT
39



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4959 1-800-852-3345 Ext. 4959
Fax: 603-271-0539 TDD Access: 1-800-735-2964



G&C APPROVED
Date: 4/23/14
Item # 39

March 28, 2014

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

REQUESTED ACTION

100% Federal funds

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into an agreement with Foundation for Healthy Communities, Vendor #154533-B001, 125 Airport Road, Concord, NH 03301, in an amount not to exceed \$260,000, to provide administrative and financial support to the NH Comprehensive Cancer Collaboration, to be effective July 1, 2014 or date of Governor and Council approval, whichever is later, through June 30, 2016.

Funds are available in the following account for SFY 2015, and are anticipated to be available in SFY 2016 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-90-902010-5659 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, COMPREHENSIVE CANCER

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2015	072-509073	Grants Federal	90080083	130,000
SFY 2016	072-509073	Grants Federal	90080083	130,000
			Total	\$260,000

EXPLANATION

Funds in this agreement will be used to support the activities of the New Hampshire Comprehensive Cancer Collaboration to reduce the impact of cancer on the population in New Hampshire. The Contractor will provide subject matter expertise, administrative and financial management services to support the New Hampshire Comprehensive Cancer Collaboration in their development, implementation and revision of the NH State Cancer Plan, and will support the planning and completion of local and statewide projects that will improve the health of New Hampshire residents by reducing the burden of cancer in individuals at risk for cancer, cancer patients, survivors, their families and the professionals who serve them.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
March 28, 2014
Page 2

The New Hampshire Comprehensive Cancer Collaboration is a group of individuals and community partners in the state who are involved with various aspects of cancer prevention and control who come together to assess priority areas and identify resources, opportunities and challenges as detailed in the NH State Cancer Plan. The NH State Cancer Plan spells out the goals, objectives and activities of the New Hampshire Comprehensive Cancer Collaboration related to cancer prevention and control efforts in NH.

Effective planning and activities will help lead to 1) increases in primary prevention activities (e.g., healthy eating and active living, avoiding UV exposure, reduced tobacco exposure); 2) increases in early detection and screening rates for breast, cervical, colorectal and lung cancers, 3) decreases in detection of late stage cancers; and 4) improvement in the quality of treatment and life for cancer patients, survivors and their families.

The population that will benefit from these services includes individuals at risk for cancer, cancer patients, survivors, their families and the professionals who serve them. The minimum required services to meet the priorities and goals of this contract are administrative support, financial management of local and statewide projects, and subject-matter expertise in policy, system & environmental change strategies and evidence-based practices to the New Hampshire Comprehensive Cancer Collaboration.

Cancer is the leading cause of death in New Hampshire overtaking heart disease. The overall rate of cancer incidence in NH is higher than the US rate (508 vs. 481 per 100,000). While the annual percent changes in incidence and mortality have decreased over time these changes have not been statistically significant. While screening rates for cancer are relatively high in New Hampshire, we know that residents with lower incomes, lower educational attainment and from racial minorities have significantly lower rates of screening than the average. Additionally, other cancer-related risk factors (e.g., tobacco use, obesity, etc.) continue to be priorities identified in the State Health Improvement Plan.

Should Governor and Executive Council not authorize this Request, the New Hampshire Comprehensive Cancer Collaboration would not have the internal resources to support the work of volunteers and ultimately their work on the New Hampshire State Cancer Control Plan, which is a requirement of the program funder, the Centers for Disease Control and Prevention.

Foundation for Healthy Communities 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 December 11, 2013 through February 5, 2014.

One proposal was received in response to the Request for Proposals. Five reviewers who work internal to the Department reviewed the proposals. The reviewers represent seasoned public health administrators and managers who have between seven to 24 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 by taking an average of all reviewers' scores. The Bid Summary is attached.

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Page 3

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

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

- 90% of workgroup annual work plans contain SMART (Specific, Measureable, Attainable, Realistic, and Time-Limited) objectives that are updated at least every 6 months with the most current data and information about workgroup activities and achievements.
- 90% of work plan objectives include Policy, System & Environmental Change Approaches.
- 100% of work plan objectives reference evidence to support the chosen strategies or rationale for choosing a strategy that is not evidence-based.
- 95% of NH Comprehensive Cancer Collaboration members are retained.
- 10 new NH Comprehensive Cancer Collaboration members are recruited from priority organizations, annually (e.g., professional associations, business/industry, political leaders, academic institutions, community organizations).
- At least 200 individuals attend the NH Comprehensive Cancer Collaboration Annual Meeting and 90% rate the meeting as either "excellent" or "very good" in an evaluation survey.

Area served: Statewide.

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

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**

**New Hampshire Comprehensive
Cancer Control Program**

RFP Name

14-DHHS-DPHS-03

RFP Number

Reviewer Names

1. Regina Flynn, Grant Coordinator, 17 years experience

2. Whitney Hammond, Administrator, 10 years experience

3. Tiffany Fuller, Program Planner, 7 years experience

4. Richelle Swanson, Financial Administrator, 21 years experience

5. Mark Andrew, Financial Administrator, 24 years experience

Pass/Fail	Maximum Points	Actual Points
	150	121
	150	0
	150	0

Bidder Name

1. **Foundation for Healthy Communities**

2. 0

3. 0

Subject: NH Comprehensive Cancer Collaboration

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

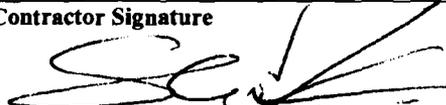
1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Foundation for Healthy Communities		1.4 Contractor Address 125 Airport Road Concord, NH 03301	
1.5 Contractor Phone Number 603-415-4275	1.6 Account Number 05-95-90-902010-5659-072-509073	1.7 Completion Date 06/30/2016	1.8 Price Limitation \$260,000
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 Shawn LaFrance, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merriam</u> On <u>3/27/14</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] <u>Noreen M. Cremin</u> expires <u>6/5/2018</u>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Noreen M. Cremin, Program & Grants Manager</u>			
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: <u>Rosemary A. Smith</u> On: <u>4-3-14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



Exhibit A

SCOPE OF SERVICES

1. STATEMENT OF WORK

1.1. Covered Populations and Services

The Department of Health and Human Services (DHHS) supports the activities of the NH CCC to reduce the impact of cancer in New Hampshire. The population to be served is statewide and includes individuals at risk for cancer, cancer patients, survivors, their families and the professionals who serve them. The minimum required services to meet the priorities and goals of this contract are administrative support, financial management of local and statewide projects, and subject-matter expertise in policy, system & environmental change strategies and evidence-based practices to the NH CCC.

1.2. Required Services

1.2.1. Management services shall include:

- Recruitment and retention of membership in workgroups, committees and the NH CCC and maintenance of a membership list;
- Development of annual workgroup action plans with the workgroups including background research on evidence-based practice to help workgroups identify strategies/interventions needed for implementation of the State Cancer Plan;
- Support workgroups in development and implementation of interventions identified in their action plans;
- Manage membership, workgroup meeting minutes, training opportunities and all communication for the NH CCC;
- Manage NH CCC website information, including statewide cancer control activities and events regularly;
- Coordinate with the CCCP Program Coordinator and Lead Evaluator to conduct a bi-annual membership satisfaction survey, other evaluation activities and to distribute reports;
- Assist NH CCC in the development of an annual report capturing activities of the workgroups and committees;
- Assist the NH CCC board leadership with maintaining the board infrastructure;
- Annual review/revision of the NH CCC communication plan;
- Prepare and distribute the NH CCC newsletter at a frequency determined by the Communications Committee;
- Promote and distribute the NH Cancer Control Plan and supporting documents;
- Conduct educational programming based on a membership needs assessment;
- Conduct policy, system and environmental assessments on cancer related issues and developing a PSE agenda with intervention recommendations;
- Educate key decision-makers and other stakeholder groups on EBPs and PSE approaches to cancer prevention and control;
- Identifying opportunities to engage municipalities for PSE interventions;
- Attending training on PSE interventions;
- Ensure that PSE and community-clinical linkage approaches are integrated into the revised State Cancer Plan;
- Prepare a 6-month and annual progress report on implementation of the State Cancer Plan;



Exhibit A

- Prepare materials to assist the CCCP in completing the interim and annual progress reports to the Centers for Disease Control & Prevention (CDC) including information about in-kind and leveraged funds;
- Write and provide assistance around securing grants and other resources for implementation of the State Cancer Plan.

1.2.2. Administrative support services

- Act as a fiscal agent for the NH CCC for the receipt of and distribution of grants and special funds;
- Assist the NH CCC leadership with the preparation of grants and contracts;
- Assist the NH CCC leadership with the preparation of meeting budgets;
- Assist the CCCP Program Coordinator with preparation of documentation of in-kind support and cost-sharing for NH CCC;
- Arrange for continuing education credits when appropriate for NH CCC meetings.

1.2.3. Meeting management services

- Coordinate and distributing a meeting schedule for board of directors and collaboration workgroups and committees;
- Take of minutes at all board of directors, workgroup and committee meetings;
- Preparing and distributing agendas for the board of directors in consultation with the board chairperson;
- Prepare and distribute meeting notices, minutes and special correspondence for the board of directors, workgroups and committees;
- Participate in the agenda and logistic planning of NH CCC meetings;
- Attending monthly meetings with the CCCP Program Coordinator to review and plan activities and duties;
- Logistical coordination for all meetings of the board of directors, workgroups, committees, the NH CCC annual meeting and other NH CCC special meetings. Logistical coordination includes all planning, securing facilities, identifying and securing speakers and exhibitors, developing, receiving and processing registrations, registrant check in, agendas, minutes, marketing, onsite organization of event(s), development, distribution, collection and reporting on event evaluation forms, acts as fiscal agent, etc., as appropriate for the planned event.

1.2.4. Local and Statewide Projects

- Project and financial management of local and statewide projects to support the implementation of the State Cancer Plan and the State Health Improvement Plan.

1.2.5. Compliance Requirements

The DHHS is committed to assuring that it delivers high quality public health services directly or by contract. As stewards of state and federal funds we strive to assure that all services are evidenced-based and cost efficient. To measure and improve the quality of public health services, the DHHS employs a performance management model. This model, comprised of four components, provides a common language and framework for DHHS and its community partners. These four components are: 1) performance standards; 2) performance measurement; 3) reporting of progress; and, 4) quality



Exhibit A

improvement. DHHS has established the following compliance measures for the work to be carried out under this contract.

- 90% of workgroup annual work plans contain SMART (Specific, Measureable, Attainable, Realistic, and Time-Limited) objectives that are updated at least every 6 months with the most current data and information about workgroup activities and achievements
- 90% of work plan objectives include PSE approaches
- 100% of work plan objectives reference evidence to support the chosen strategies or rationale for choosing a strategy that is not evidence-based.
- .5 FTE subject matter expert with PSE
- 95% of NH CCC members are retained
- 10 new NH CCC members are recruited from priority organizations, annually (e.g., professional associations, business/industry, political leaders, academic institutions, community organizations) At least 200 individuals attend the NH Comprehensive Cancer Collaboration Annual Meeting and 90% rate the meeting as either "excellent" or "very good" in an evaluation survey.

The contractor will be required to provide a work plan that demonstrates their plan for the contract required activities. The work plan will be used to assure progress towards meeting the performance measures and the overall program objectives and goals. At intervals specified by DHHS, the contractor will report on their progress towards meeting the performance measures, and overall program goals and objectives to demonstrate they have met the minimum required services for the proposal.

1.3. Staffing

The Contractor shall be required to provide staffing to fulfill the roles and responsibilities to support activities of this project. Staff funded under this contract may be required to attend pertinent technical assistance sessions, progress reviews and regional conference calls. The contractor shall address the details to the following requirements to ensure adequate staffing is provided.

1. Provide sufficient staff to perform all tasks specified in this contract. The contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion.
2. The contractor shall ensure that all staff have 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. The contractor shall develop a Staffing Contingency Plan,, including but not limited to:
 - 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. Contractor'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.



Exhibit B

Method and Conditions Precedent to Payment

- 1) Funding Sources:
 - a. \$130,000 = 100% federal funds from the U.S. Centers for Disease Control and Prevention, CFDA #93.283; Federal Award Identification Number (FAIN), 5U58DP003930, SFY 2015.
 - b. \$130,000 = 100% federal funds from the U.S. Centers for Disease Control and Prevention, CFDA #93.283; Federal Award Identification Number (FAIN), 5U58DP003930, SFY 2016.
\$260,000
- 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.
 - 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) 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 and Exhibit B-1 - SFY 2016 Budgets. 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) This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month.
- 5) 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

Exhibit B – Methods and Conditions Precedent to Payment_Contractor Initials

SL
Date 3/23/14



Exhibit B

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.

- 6) 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.
- 7) 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.
- 8) 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.
- 9) Written requests for adjustments to amounts within the price limitation will not be accepted after May 30th of each contract year.

Exhibit B – Methods and Conditions Precedent to Payment_Contractor Initials SL

Exhibit B-1 (SFY 2015) Budget Form

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Foundation for Healthy Communities

NH Comprehensive Cancer Collaboration
Budget Request for: Administrative and Financial Support Services
(Name of RFP)

Budget Period: SFY 2015

	Direct	Indirect	Total	Matched Funding	Allocation Method for
Line Item	Expenditures	Fees		Expenditures	Expenditures
1. Total Salary/Wages	\$ 67,146	\$ -	\$ 67,146	\$ 68,682	
2. Employee Benefits	\$ 18,869	\$ -	\$ 18,869	\$ -	
3. Consultants	\$ -	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	\$ -	
Office	\$ 800	\$ -	\$ 800	\$ -	
6. Travel	\$ 500	\$ -	\$ 500	\$ 6,194	
7. Occupancy	\$ 3,300	\$ -	\$ 3,300	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	
Telephone	\$ 1,500	\$ -	\$ 1,500	\$ -	
Postage	\$ 200	\$ -	\$ 200	\$ -	
Subscriptions	\$ -	\$ -	\$ -	\$ -	
Audit and Legal	\$ 400	\$ -	\$ 400	\$ -	
Insurance	\$ -	\$ -	\$ -	\$ -	
Board Expenses	\$ 1,000	\$ -	\$ 1,000	\$ -	
9. Software	\$ -	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 1,066	\$ -	\$ 1,066	\$ -	
11. Staff Education and Training	\$ 1,000	\$ -	\$ 1,000	\$ -	
12. Subcontracts/Agreements	\$ 22,400	\$ -	\$ 22,400	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	
see indirect methodology	\$ -	\$ 11,819	\$ 11,819	\$ -	
meeting support	\$ -	\$ -	\$ -	\$ 2,800	
	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 118,181	\$ 11,819	\$ 130,000	\$ 77,676	

Indirect: 10% corporation standard: support personnel and office support expenses associated with accounting, grant management, data analysis, communications, IT and administrative support.

Indirect As A Percent of Direct

10.0%

Exhibit B-1 - Budget (SFY 15)

Contractor Initials: SCM

Date: 3/27/14

Exhibit B-1 (SFY 2016) Budget Form

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Foundation for Healthy Communities

NH Comprehensive Cancer
Budget Request for: Colloboration Administraive and
(Name of RFP)

Budget Period: SFY 2016

1. Total Salary/Wages	\$ 69,160	\$ -	\$ 69,160	\$ 68,682
2. Employee Benefits	\$ 18,195	\$ -	\$ 18,195	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -
Office	\$ 800	\$ -	\$ 800	\$ -
6. Travel	\$ 200	\$ -	\$ 200	\$ 6,194
7. Occupancy	\$ 3,300	\$ -	\$ 3,300	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,500	\$ -	\$ 1,500	\$ -
Postage	\$ 200	\$ -	\$ 200	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 400	\$ -	\$ 400	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ 500	\$ -	\$ 500	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 1,026	\$ -	\$ 1,026	\$ -
11. Staff Education and Training	\$ 500	\$ -	\$ 500	\$ -
12. Subcontracts/Agreements	\$ 22,400	\$ -	\$ 22,400	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -
see indirect methodology	\$ -	\$ 11,819	\$ 11,819	\$ -
meeting support	\$ -	\$ -	\$ -	\$ 2,800
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 118,181	\$ 11,819	\$ 130,000	\$ 77,676

Indirect: 10% corporation standard: support personnel and office support expenses associated with accounting, grant management, data analysis, communications, IT and administrative support.

Indirect As A Percent of Direct

10.0%

Exhibit B-1 - Budget (SFY 16)

Contractor Initials: SLC

Date: 3/27/14



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 fundors 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 fundors, 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;

Sen

3/23/14



- 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. **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:

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. 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
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. 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.



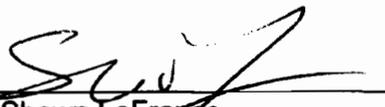
CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Contractor Name: Foundation for Healthy Communities

3/27/14
Date


Name: Shawn LaFrance
Title: Executive Director