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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  
Commissioner

Marcella J. Bobinsky  
Acting Director

May 11, 2016

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 **sole source** renewal option and amend an existing agreement with the Bi State Primary Care Association, Purchase Order # 1009198, Vendor #166695-B001, 525 Clinton Street, Bow, NH 03304, by increasing the Price Limitation by \$870,000 from \$355,000 to an amount not to exceed \$1,225,000 to recruit primary care, oral health, behavioral/mental health and substance use disorder professionals, and extend the Completion Date from June 30, 2016 to June 30, 2018, effective the date of Governor and Council approval. This agreement was originally approved by Governor and Council on June 4, 2014, Item #48. Funds are 55.57% Federal Funds and 44.43% General Funds.

Funds are available in the following accounts 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.

**Please see attached financial detail.**

**EXPLANATION**

**Sole source** approval is requested for this contract amendment. The original contract was approved as a sole source with the option to renew for two additional years. The Department seeks to exercise the renewal option.

Funds in this agreement will be used to continue recruitment of primary care providers to New Hampshire with particular emphasis on federally designated underserved areas of the state. Primary care providers are defined as physicians practicing in the specialties of: Internal medicine, pediatrics, family practice, general practice, obstetrics/gynecology, geriatrics, psychiatry, and dentistry, and include physician assistants, nurse practitioners, certified nurse-midwives, dental hygienists. The contract also provides for the recruitment of mental health and substance use disorder providers such as psychiatrists, clinical or counseling psychologists, nurse practitioners, clinical social workers, licensed professional counselors, marriage and family therapists, and licensed drug and alcohol abuse counselors.

The Bi-State Primary Care Association will carry out the following activities to attract and retain the providers identified above by:

- Advertising in National publications,
- Targeted mailings,
- Direct recruitment with medical schools/residency programs and other primary care provider educational institutions,
- Direct contact with practicing providers or students who may be interested in locating in New Hampshire.
- Statewide primary care provider needs documentation and vacancy tracking system,
- Develop an electronic vacancy system for mental health and substance use disorder providers.
- Technical assistance to communities to retain providers in underserved areas and to organizations/institutions recruiting providers on the techniques of recruitment and on measures critical for securing a candidate.
- Retain a pool of "per diem" physicians who will provide short-term relief for isolated physicians or for organizations temporarily without a provider.

The Bi-State Primary Care Association has provided centralized and cost-effective recruiting of healthcare professionals to over 100 sites statewide, including all the publicly funded health centers and community hospitals. Since 1994, the Bi-State Primary Care Association has successfully placed more than 200 primary care providers with a 99% retention rate. This success sets apart the Bi-State Primary Care Association from other regional and national placement services that have neither the familiarity with the state and its health care needs, nor the time to devote to one-on-one assistance to community agencies, organizations, and providers.

As a non-profit organization Bi-State Primary Care Association is able to provide services at rates that are generally 1/3 less than what is charged by private firms. There is no up-front fee to use Bi-State's services. Bi-State's fee is payable contingent on the successful recruitment of a provider. Centralizing recruitment efforts for the healthcare safety net providers throughout the state is a cost-effective means of recruiting providers for health centers and hospitals unable to afford the costs of many national for-profit recruitment firms. An additional competitive advantage to the Bi-State Primary Care Association is that it does not charge providers looking for employment with the community health centers. This acts as an incentive to providers, and assists with recruitment.

The Department is satisfied with the Vendor's performance to recruit primary care healthcare professionals to medically underserved areas of New Hampshire and to provide oral health professional recruitment services through their completion of the following key performance measures:

- Increased the supply of primary care and dental providers, and improved recruitment with those areas of need as evidenced by a count of providers using recruitment software. This is ongoing and as of March 31, 2016 there were 92 candidates entered into the recruitment software. Of the 92 candidates, 21 providers became active by submitting their resume to be considered for NH opportunities. Based on the candidates' community interests and practice preferences, 8 providers were matched with 18 NH practices.
- Developed a social marketing plan based upon best practices for recruitment for primary care and dental professionals as outlined in the Scope of Services.
- Implemented a social marketing plan within 45 days of approval of the contract by the Governor and Executive Council, and provided updated outcome measures on a quarterly basis.

- Spearheaded the implementation and coordination of a work plan for recruiting students from New Hampshire to apply to regional universities and recruited students to New Hampshire for clinical rotations and assisted these university graduates in locating a practice in an underserved area of the state upon graduation.
- Maintained the statewide electronic vacancy tracking system. This is ongoing and as of March 31, 2016 there were 70 vacancies recorded, 60 of which are for primary care providers.

The Contractor will ensure that that the following performance measures are monitored quarterly and achieved annually to measure the continued effectiveness of this Agreement. Key performance measures include:

- The percentage of primary care providers, dental providers, behavioral health providers, and substance use disorder and/or co-occurring mental health disorder providers recruited to practice within areas of need as evidenced by count of providers using recruitment software.
- Contractor includes information on recruiting initiatives undertaken during the contract period in the quarterly and final reports to the Department.
- Contractor develops a new social marketing plan based upon best practices for recruitment for dental professionals as outlined.
- Contractor implements the social marketing plan within 45 days of approval of the contract by the Governor and Executive Council.
- Maintenance of the statewide electronic vacancy tracking system reporting capabilities.
- Number of type of units of technical assistance consultations provided to local community agencies to include information on the number and type of consultations provided in quarterly and final reports to the Department.

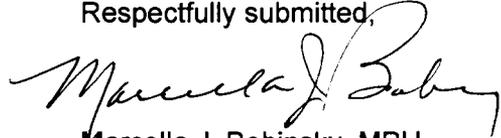
Should Governor and Executive Council not authorize this Request, New Hampshire may become less competitive with neighboring New England States in attracting qualified professional providers to provide care to our uninsured and underinsured residents. Access to primary care, dental services and behavioral health plays a crucial role in meeting patients' needs for preventive health services, and acute and chronic illness care.

As referenced in the original letter approved by Governor and Council and in the Exhibit C-1 of the Contract, this Agreement has the option to renew 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 Division is exercising this renewal option.

Area served: Statewide.

Source of Funds: 55.57% Federal Funds from the US DHHS Office of Health Resources and Services Administration, State Office of Rural Health and Affordable Care Act, Maternal, Infant and Early Childhood Home Visiting Program, the Federal Medical Assistance Program, Title XIX Medicaid Funds and SAMSA Substance Abuse Prevention and Treatment Block Grant funds, and 44.43% General Funds.

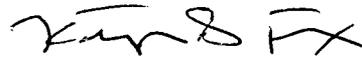
Respectfully submitted,



Marcella J. Bobinsky, MPH  
Acting Director  
Division of Public Health Services



Kathleen A. Dunn, MPH  
Associate Commissioner  
Medicaid Director  
Office of Medicaid Business & Policy



Katja S. Fox  
Director  
Division of Behavioral Health

Approved by:



Jeffrey A. Meyers  
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET**

**Primary Care Recruitment and Dental Recruitment Services**

**05-95-90-901010-7965 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE, RURAL HEALTH & PRIMARY CARE  
50% Federal Funds & 50% General Funds**

**CFDA # 93.778  
FAIN # N/A**

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2015	103-502664	Contracts for Operational Svcs	90075001	90,000	-	90,000
SFY 2016	103-502664	Contracts for Operational Svcs	90075001	90,000	-	90,000
SFY 2017	103-502664	Contracts for Operational Svcs	90075001	-	90,000	90,000
SFY 2018	103-502664	Contracts for Operational Svcs	90075001	-	90,000	90,000
			<b>Sub-total</b>	<b>180,000</b>	<b>180,000</b>	<b>360,000</b>

**05-95-90-901010-7965 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE, RURAL HEALTH & PRIMARY CARE  
100% Federal Funds**

**CFDA # 93.913  
FAIN # 6-H95RH00149-23-02**

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2017	102-500731	Contracts for Prog Svc	90073000	-	8,000	8,000
SFY 2018	102-500731	Contracts for Prog Svc	90073000	-	8,000	8,000
			<b>Sub-Total</b>		<b>16,000</b>	<b>16,000</b>

**05-95-90-901010-7965 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE, RURAL HEALTH & PRIMARY CARE  
100% General Funds**

**CFDA # N/A  
FAIN # N/A**

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2017	102-500731	Contracts for Prog Svc	90072009		72,000	72,000
SFY 2018	102-500731	Contracts for Prog Svc	90072009		72,000	72,000
			<b>Sub-Total</b>		<b>144,000</b>	<b>144,000</b>

**05-95-47-470010-7937 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: OFC OF MEDICAID & BUSINESS POLICY, MEDICAID ADMINISTRATION  
50% Federal Funds & 50% General Funds**

**CFDA # 93.778  
FAIN # N/A**

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2015	102-500731	Contracts for Prog Svc	47000144	85,000	-	85,000
SFY 2016	102-500731	Contracts for Prog Svc	47000144	90,000	-	90,000
SFY 2017	102-500731	Contracts for Prog Svc	47000144	-	90,000	90,000
SFY 2018	102-500731	Contracts for Prog Svc	47000144	-	90,000	90,000
			<b>Sub-Total</b>	<b>175,000</b>	<b>180,000</b>	<b>355,000</b>

**05-95-90-902010-0831 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMM & HEALTH SERV, HOME VISITING D89 COMPETVE GNT  
100% Federal Funds**

**CFDA # 93.505  
FAIN # D89MC28272-01**

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2017	102-500731	Contracts for Prog Svc	90083100	-	75,000	75,000
SFY 2018	102-500731	Contracts for Prog Svc	90083100	-	25,000	25,000
			<b>Sub-Total</b>		<b>100,000</b>	<b>100,000</b>

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF COMMUNITY BASED CARE SERVICES, BUREAU OF DRUG AND ALCOHOL SERVICES, CLINICAL SERVICES**

**75% Federal Funds and 25% General Funds**

**CFDA # 93.959  
FAIN # 15B1NHSAPT**

SFY 2017	102-500731	Contracts for Prog Svc	49156501	-	134,948	134,948
SFY 2018	102-500731	Contracts for Prog Svc	49156501	-	115,052	115,052
			<b>Sub-Total</b>		<b>250,000</b>	<b>250,000</b>
			<b>Total</b>	<b>355,000</b>	<b>870,000</b>	<b>1,225,000</b>



**New Hampshire Department of Health and Human Services  
Primary Care Recruitment and Dental Recruitment Contract**

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the  
Primary Care Recruitment and Dental Recruitment Contract**

This 1<sup>st</sup> Amendment to the Primary Care Recruitment and Dental Recruitment contract (hereinafter referred to as "Amendment One") dated this 4<sup>th</sup> day of May, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Bi State Primary Care Association, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 525 Clinton Street, Bow, NH 03304.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 4, 2014, Item #48, 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 1.6, to add Account Numbers: 05-95-90-901010-7965-102-500731, 05-95-90-902010-0831-102-500731, and 05-95-49-491510-2990-102-500731.
2. Amend Form P-37, Block 1.7, to read June 30, 2018.
3. Amend Form P-37, Block 1.8, to read \$1,225,000
4. Amend Form P-37, Block 1.9, to read Eric Borrin, Director of Contracts and Procurement.
5. Amend Form P-37, Block 1.10 to read 603-271-9558.
6. Delete Exhibit A in its entirety and replace with Exhibit A Amendment #1.
7. Delete Exhibit A-1 in its entirety and replace with Exhibit A-1 Amendment #1.
8. Add Exhibit A-2 Amendment #1 and Exhibit A-3 Amendment #1.
9. Amend Exhibit B to add to paragraph 1:
  - 1.1. The contract shall increase by \$469,948 for SFY 2017 and by \$400,052 for SFY 2018, for a total increase of \$870,000.
  - 1.2. Funding is available as follows:
    - a. \$16,000 = 100% federal funds from the US DHHS, Office of Health Resources and Services Administration, State Office of Rural Health, \$8,000 in SFY 2017, \$8,000 in SFY 2018.



**New Hampshire Department of Health and Human Services  
Primary Care Recruitment and Dental Recruitment Contract**

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- b. \$144,000 = 100% general funds, \$72,000 in SFY 2017, \$72,000 in SFY 2018.
  - c. \$180,000 = 50% federal funds from the Federal Medical Assistance Program, and 50% general funds, \$90,000 in SFY 17, \$90,000 in SFY 18.
  - d. \$180,000 = 50% federal funds from the Title XIX Medicaid Funds, and 50% general funds, \$90,000 in SFY 17, \$90,000 in SFY 18.
  - e. \$100,000 = 100% federal funds from the US Office of Health Resources and Services Administration, Affordable Care Act, Maternal, Infant and Early Childhood Home Visiting Program, \$75,000 in SFY 17, \$25,000 in SFY 18.
  - f. \$250,000 = 75% federal funds from the SAMSA Substance Abuse Prevention and Treatment Block Grant, and 25% General Funds.
10. Amend Exhibit B to add to paragraph 2, b. The invoices must be submitted as follows:
- iii. MCH Home Visiting Recruitment invoices to:  
Department of Health and Human Services  
Division of Public Health Services  
Email address: [DPHSccontractbilling@dhhs.state.nh.us](mailto:DPHSccontractbilling@dhhs.state.nh.us)
  - iv. BDAS  
Finance Manager  
Department of Health and Human Services  
Division of Behavioral Health  
129 Pleasant Street  
Concord, NH 03301
11. Amend Exhibit B to delete paragraph 8 and replaced with:  
8) 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.
12. Delete Exhibit C in its entirety and replace with Exhibit C Amendment #1.
13. Delete Exhibit G in its entirety and replace with Exhibit G Amendment #1.
14. Amend Budget to add:
- Exhibit B-1 Amendment #1 SFY 2017 Budget
  - Exhibit B-1 Amendment #1 SFY 2018 Budget
  - Exhibit B-2 Amendment #1 SFY 2017 Budget
  - Exhibit B-2 Amendment #1 SFY 2018 Budget
  - Exhibit B-3 Amendment #1 SFY 2017 Budget
  - Exhibit B-3 Amendment #1 SFY 2018 Budget
  - Exhibit B-4 Amendment #1 SFY 2017 Budget
  - Exhibit B-4 Amendment #1 SFY 2018 Budget

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

*AKR*  
5/16/16



**New Hampshire Department of Health and Human Services  
Primary Care Recruitment and Dental Recruitment Contract**

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

5/13/16  
Date

Marcella J. Robinsky  
Name: Marcella J. Robinsky, MPH  
Title: Acting Director

Bi State Primary Care Association

5/16/16  
Date

Lori H. Real  
Name: Lori H. Real  
Title: Executive Vice President & Chief Operating Officer

Acknowledgement of Contractor's signature:

State of NH, County of Merrimack on 5/6/16, before the undersigned officer, personally appeared the person identified directly 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.

Suzanne G. Palmer  
Signature of Notary Public or Justice of the Peace

Suzanne G. Palmer  
Name and Title of Notary or Justice of the Peace

My Commission Expires: 8/5/20

**New Hampshire Department of Health and Human Services  
Primary Care Recruitment and Dental Recruitment Contract**



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

OFFICE OF THE ATTORNEY GENERAL

5/3/16  
Date

[Signature]  
Name: Megan A. [Signature]  
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 A Amendment #1

### SCOPE OF SERVICES

#### Primary Care Recruitment

### 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. Project Description

- 2.1. The mission and function of the Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS), Rural Health and Primary Care (RHPC) section is to support communities and stakeholders that provide innovative and effective access to quality health care services with a focus on the low income, uninsured, and Medicaid populations of New Hampshire. The purpose of this project is to perform recruitment and retention activities to increase the number of primary care providers providing comprehensive health care to the state's Medicaid, Medicare, uninsured, underinsured, and vulnerable populations. The area to be served is statewide. Primary care provider is defined as practicing physicians in internal medicine, pediatrics, family practice, general practice, obstetrics/gynecology, and geriatrics; physician assistants; nurse practitioners; certified nurse-midwives; psychiatrists; dentists; dental hygienists; clinical or counseling psychologists; clinical social workers; licensed professional counselors; and marriage and family therapists.

### 3. Required Activities

- 3.1. Administer the New Hampshire Recruitment Center to assure successful recruitment and retention of primary care providers throughout the state with a specific emphasis on those areas of the state that are federally designated underserved areas. Those designations are: Health Professional Shortage Area (HPSA), Dental Health Professional Area (DHPSA), Mental Health Professional Area (MHPSA), Medically Underserved Areas (MUA), and Medically Underserved Population (MUP).
- 3.2. Within 45 days of contract approval, provide an updated work plan to enhance recruitment and retention of new primary care providers to New Hampshire. Activities in the Division of Public Health Services' work plan should be coordinated with, but not duplicative of, those activities included in the Office of Medicaid Business & Policy's (OMBP) work plan.
- 3.3. Carry out activities to attract primary care providers to New Hampshire and to promote New Hampshire practice opportunities, using federal resources, national publications, targeted mailings, direct recruitment with dental schools/residency programs and other dental provider

*AH*  
*5/6/16*



## Exhibit A Amendment #1

educational institutions, and direct contact with practicing providers or students who may be interested in locating New Hampshire.

- 3.4. Within 45 days of contract approval, provide an updated social marketing plan to enhance recruitment and retention of new primary care providers to New Hampshire. Activities in DPHS marketing plan should be coordinated with, but not duplicative of, those activities included in OMBP's work plan.
- 3.5. Assist in the development and coordination of training programs, preceptorships, and rotations for primary care providers and students, using public and private providers, agencies and facilities in the state.
- 3.6. Provide technical assistance to communities and to organizations/institutions recruiting primary care providers on the techniques of recruitment and on measures critical for securing a candidate.
- 3.7. Maintain a fee schedule for services offered by the Recruitment Center. DPHS must approve in writing the fee schedule and any revisions during the contract period. The fee schedule shall include provision for reduced rate fees from entities in underserved areas.
- 3.8. Collaborate with the New Hampshire Medical Society, New Hampshire Hospital Association, Area Health Education Centers (AHECs), and other relevant professional provider organizations in the state to assure coordination in carrying out the Scope of Services.
- 3.9. Use the data collected from the Health Professions Workforce Data Center (e.g. common medical schools/training programs) to better focus and strengthen marketing efforts for recruitment purposes.
- 3.10. The Contractor shall participate in activities designed to establish a supportive link between the practitioners and an academic institution and its health professions students.
- 3.11. Administer a contract with the North Country Health Consortium to plan and implement a University of New England College of Osteopathic Medicine (UNECOM) Clinical Campus in the North Country.
- 3.12. **Year 1: Planning**
- 3.13. In collaboration with University of New England College of Osteopathic Medicine (UNECOM) and North Country health care providers, North Country Health Consortium staff will develop a North Country Clinical Campus for a minimum of six (6) UNECOM third year medical students.
- 3.14. Planning activities will include:
  - Selection of a North Country Development Team
  - Educate Team about required clinical campus characteristics, medical curriculum, and infrastructure

*AKR*  
5/6/16



## Exhibit A Amendment #1

- Utilize UNECOM Clinical Campus Development Timeline as a guide
  - Identify staffing roles and responsibilities needed to establish an infrastructure
    - Outline details of implementation
    - Establish a Clinical Campus Development Timeline
    - Define staff roles and responsibilities
    - Meet with North Country faculty
    - Develop site schedules
    - Sign affiliation agreements
    - Plan student orientation
- 3.15. Year 2: Implementation
- 3.16. In collaboration with UNECOM, North Country health care providers, and the teaching team, North Country Health Consortium staff will implement the first North Country Clinical Campus.
- 3.17. Activities will include:
- Student selection process
  - Student orientation
  - Coordination of clinical clerkships
  - Student support
  - Sustainability planning

## 4. Compliance and Reporting Requirements

- 4.1. Staffing Provisions
- A. The Contractor shall notify the DHHS/DPHS in writing within one (1) month of hire when a new director, program manager, or program assistant is hired to work in the program. A resume of the employee shall accompany this notification.
- B. The Contractor must notify the DHHS/DPHS in writing of vacancies extending past (3) months in any of the following positions: program director, program manager, and/or program assistant. This notification may be done through a budget revision.
- C. The DHHS/DPHS must be notified in writing if, at any time, a site funded under this agreement does not have adequate staffing to perform all required services for more than one (1) month.

*[Handwritten Signature]*  
5/6/16



## Exhibit A Amendment #1

### 4.2. Meetings and Trainings

- A. The Contractor shall participate in meetings and discussions centered on community development of primary care systems as requested by the DHHS/DPHS.

### 4.3. Data Requirements

- A. Maintain the statewide primary care provider needs documentation and vacancy tracking system, for both public and private health care agencies and organizations.

### 4.4. Compliance Requirements

- A. The contractor is responsible for compliance with all relevant state and federal laws.
- B. The contractor shall carry out the work as described in the performance work plan submitted with the proposal and approved by DHHS/DPHS.
- C. DHHS/DPHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DHHS/DPHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
- D. All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS/DPHS before printing, production, distribution or use.
- E. The contractor shall credit DHHS/DPHS on all materials produced under this contract following the instructions outlined in Exhibit C, Section 13 Credits.
- F. If a subcontracted agency or provider provides services required for compliance with this exhibit, DHHS/DPHS must be notified in writing prior to initiation of the subcontract. In addition, any subcontractor(s) must be held responsible to fulfill all relevant requirements included in this exhibit as outlined in Exhibit C, Section 19 Subcontractors.

### 4.5. Reporting Requirements

- A. The contractor shall provide DHHS/DPHS quarterly reports on the status of activities of the Recruitment Center within 20 days of the quarter's end.
- B. The contractor shall provide to DHHS/DPHS a summary annual report on the status of the activities of the Recruitment Center within 45 days of the state fiscal year end.

## 5. Performance Measures

- 5.1. The percentage of primary care providers recruited to practice within areas of need as evidenced by count of providers using recruitment software.
- 5.2. Approval by the DHHS/DPHS of a social marketing plan based upon best practices for recruitment for primary care providers as outlined.
- 5.3. Implementation of social marketing plan within 45 days of approval of the contract by the Governor and Executive Council.

*[Handwritten Signature]*  
*[Handwritten Date: 5/6/16]*



## Exhibit A Amendment #1

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- 5.4. Submission of reports from the statewide electronic vacancy tracking system that include:
- The number of contacts with primary care professionals broken out by provider type and source of the referrals;
  - The number of primary care providers recruited to the state;
  - The names of primary care providers recruited to the state to include their name, practice location, provider type, the date placed and the source of the referral;
  - The name of primary care providers who decline a placement and the reason(s) provided by the primary care providers for the decline.
- 5.5. Number of type of units of technical assistance consultations provided to local community agencies:
- 5.6. Financial management and oversight of the contract
- Contractor includes information on the contract budget and any budget variances in the quarterly report.



## Exhibit A-1 Amendment #1

### SCOPE OF SERVICES

#### Dental Recruitment

### 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. Project Description

- 2.1. The mission of the New Hampshire Department of Health and Human Services, Office of Medicaid Business and Policy (OMBP) is to establish and maintain a health services delivery system for New Hampshire Medicaid beneficiaries within federal, state and local regulations focused on promoting health and wellness. The primary purpose is to perform recruitment and retention activities to increase the number of dental providers providing comprehensive, oral health care to eligible Medicaid recipients as mandated by Title XIX Medicaid regulations. The area to be served is statewide. Dental provider is defined as a general dentist, pediatric dentist, orthodontist and or other dental sub-specialist.

### 3. Required Activities

- 3.1. Administer the New Hampshire Recruitment Center to assure successful recruitment and retention of dental providers (including general and pediatric dentists, dental sub-specialists and orthodontists) throughout the State with a specific emphasis on those parts of the federally designated underserved areas of the State, including those areas of the State where analysis indicates a lower than average utilization of dental services by Medicaid enrolled children and a lower than average supply of dentists and orthodontists serving children enrolled in the Medicaid program.
- 3.2. Within 45 days of contract approval, provide an updated work plan to enhance recruitment and retention of new dental providers to New Hampshire. Activities in the Office of Medicaid Business & Policy's work plan should be coordinated with but not duplicative of those activities included in the Division of Public Health Services' work plan.
- 3.3. Carry out activities to attract dental providers to New Hampshire and to promote New Hampshire practice opportunities among dentists, using federal resources, national publications, targeted mailings, direct recruitment with dental schools/residency programs and other dental provider educational institutions, and direct contact with practicing providers or students who may be interested in locating New Hampshire.
- 3.4. Within 45 days of contract approval, develop a written social marketing plan to enhance recruitment and retention of new dental providers to New Hampshire. Activities in OMBP's marketing plan should be coordinated with but not duplicative of those activities included in DPHS work plan.



## Exhibit A-1 Amendment #1

- 3.5. Assist in the development and coordination of training programs, preceptorships and rotations for dental providers and students, using public and private providers, agencies and facilities in the state.
- 3.6. Provide technical assistance to communities and to organizations/institutions recruiting dental providers on the techniques of recruitment and on measures critical for securing a candidate.
- 3.7. Contractor spearheads implementation and coordination of a work plan for recruiting dental residents to apply to future dental residency programs serving Medicaid eligible patients and under-served areas of the state.
- 3.8. Collaborate with the DHHS dental director, to assist in the recruitment of existing and new dentists capable of providing comprehensive dental care for Medicaid eligible children.
- 3.9. Maintain a relationship with a New Hampshire licensed dentist to support the implementation of the marketing plan and the marketing of the recruitment service to dental practices.
- 3.10. Maintain a fee schedule for services offered by the Recruitment Center. OMBP must approve in writing the fee schedule and any revisions during the contract period. The fee schedule shall include provision for reduced rate fees from entities in underserved areas.
- 3.11. Collaborate with the New Hampshire Dental Society, the DPHS Oral Health Program and other relevant professional care provider organizations and the state, and to assure coordination in carrying out this Scope of Services.

## 4. Compliance and Reporting Requirements

### 4.1. Compliance Requirements

- A. The contractor is responsible for compliance with all relevant state and federal laws.
- B. The contractor shall carry out the work as described in the performance work plan submitted with the proposal and approved by the Office of Medicaid Business and Policy
- C. DHHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DHHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
- D. All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DPHS before printing, production, distribution or use.
- E. The contractor shall credit DHHS on all materials produced under this contract following the instructions outlined in Exhibit C, Section 13 Credits.
- F. If a subcontracted agency or provider provides services required for compliance with this exhibit, OMBP must be notified in writing prior to initiation of the subcontract. In addition, any subcontractor(s) must be held responsible to fulfill all relevant requirements included in this exhibit as outlined in Exhibit C, Section 19 Subcontractors.

### 4.2. Reporting Requirements

- A. The contractor shall provide OMBP quarterly reports on the status of activities of the Recruitment Center within 20 days of the quarters end.
- B. The contractor shall provide to OMBP a summary annual report on the status of the activities of the Recruitment Center within 45 days of the state fiscal year end.

## 5. Performance Measures

- 5.1. Increase the supply of dental providers and improves recruitment with those areas of need as evidenced by count of providers using recruitment software.
- 5.2. Contractor develops a social marketing plan based upon best practices for recruitment for dental professionals as outlined.

*JHC*

*5/6/16*



### Exhibit A-1 Amendment #1

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- 5.3. Contractor implements social marketing plan within 45 days of approval of the contract by the Governor and Executive Council.
- 5.4. Contractor spearheads the implementation and coordination of a work plan for recruiting students from New Hampshire to apply to University of New England and to recruit students to New Hampshire for clinical rotations and to assist these university graduates in locating a practice in an underserved area of the state upon graduation.
- 5.5. Contractor includes information on recruiting initiatives undertaken during the contract period in the quarterly and final reports to the OMBP.
- 5.6. Maintenance of the statewide electronic vacancy tracking system:
  - The number of contacts with dental professionals broken out by general practice, pediatric dentists, sub-specialists and orthodontists and source of the referrals;
  - The number of dentists recruited to the State;
  - The names of dentists recruited to the state to include their name, practice location, provider type, the date placed and the source of the referral;
  - The name of dentists who decline a placement and the reason(s) provided by the dentist for the decline.
- 5.7. Provision of technical assistance consultations to local community agencies
  - Contractor includes information on the number and type of consultations provided under the auspices of this contract in the quarterly and final reports to OMBP.
- 5.8. Financial management and oversight of the contract
  - Contractor includes information on the contract budget and any budget variances in the quarterly report.

*AKC*

5/6/14



## Exhibit A-2 Amendment #1

### SCOPE OF SERVICES

#### Maternal & Child Health Behavioral Health Provider Recruitment

#### 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. Current Initiatives and Project Purpose

- 2.1. The Department of Health and Human Services', Maternal and Child Health Section (MCH) has oversight over New Hampshire Healthy Families America (HFA) , which is a voluntary home visitation program designed to promote healthy families and children through a variety of activities including screening for maternal depression, child developmental screening, and referrals to other community resources. HFA contracts for these services with seven agencies (for a total of 11 sites), touching 1,000 families annually and enrolling 250 families in its intensive program. HFA is a preventive program that promotes healthy childhood growth and development, safety, and strong parent-child relationships. New Hampshire's HFA program offers home visits based on need, beginning during pregnancy or within the first two weeks postpartum and continues through the first three years of life.
- 2.2. Upon intake into the HFA program, families and pregnant women are screened for risk factors including behavioral health needs. Statewide data from 2015 reveals that 49% of families served in home visiting programs were of low-income; 20% of families used tobacco products and 18% described themselves with a substance use disorder and/or mental health needs. This increases to 24% when only looking at the most at risk populations including the City of Manchester, Carroll County, Strafford County and Coos County and Sullivan County. These sites report a high number of families who are in need of behavioral health treatment who identify this need only after becoming eligible for services. This is due to the trusting relationship built with the home visitor and the family. HFA staff report that even after referral, families often have long wait times for behavioral health treatment. These long wait times create barriers for families in reaching identified treatment goals.
- 2.3. The Maternal and Child Health Section of DHHS are partners in the Workforce Development Network of the New Hampshire Children's Behavioral Health Collaborative. This group's mission is to have a highly skilled and sustainable children's behavioral health workforce that has the capacity to support the healthy social and emotional development of children, youth, and families. On behalf of the Workforce Development Network, a study was done recently



## Exhibit A-2 Amendment #1

entitled, Improving Child & Community Health: Addressing Workforce Challenges in Our Community Mental Health Centers in collaboration with the Institute on Disabilities at the University of New Hampshire, the Endowment for Health and Antal Consulting. This study, the overall work of the Workforce Development Network and the needs illustrated in MCH's HFA program, point to the need for additional recruitment and retention efforts with respect to behavioral health providers.

- 2.4. The purpose of this project is to contract with an experienced vendor to support agencies that provide behavioral health referrals for Maternal and Child Health contracted home visiting agencies in the recruitment of providers for these such referrals, and to support the additional project, taking part with the Bureau of Drug and Alcohol Services, the Delivery System Reform Incentive Program, (DSRIP), and the Office of Medicaid & Business Policy, for the design and implementation of a statewide workforce development and recruitment plan that meets the expectations found in the Medicaid 1115 Transformation Waiver. Behavioral health providers are defined as psychiatrists, clinical or counseling psychologists, nurse practitioners, clinical social workers, licensed professional counselors, family therapists, licensed alcohol and drug counselors and masters prepared licensed alcohol and drug counselors.

### 3. Required Activities

- 3.1. Conduct an assessment of the workforce needs for behavioral health referral agencies for MCH contracted home visiting agencies. This can be done as part of the larger behavioral health workforce needs assessment and must take into account efforts to date in the state, region, and nationally to address these workforce shortages.
- 3.2. Within 45 days of contract approval, provide a work plan that identifies the tasks and the details associated with the design and implementation of this specifically identified work force development plan. This can be done as part of the larger, statewide behavioral health workforce development plan.
- 3.3. Creation of a statewide electronic behavioral health (mental health and Substance Use Disorder (SUD) providers) vacancy tracking system.
- 3.4. Carry out activities to attract behavioral health (mental health and SUD providers) to identify agencies and to promote New Hampshire practice opportunities, using federal resources, national publications, targeted mailings, direct recruitment with colleges and universities and direct contact with practicing providers.
- 3.5. The contractor shall provide MCH with annual reports on the status of activities and deliverables of the Recruitment Center within 45 days of the end of the state fiscal year.

*JHR*

5/10/14



## Exhibit A-2 Amendment #1

### 4. Compliance and Reporting Requirements

#### 4.1. Staffing Provisions

- A. The Contractor shall notify the DHHS/MCH in writing within one (1) month of hire when a new director, program manager, or program assistant is hired to work in the program. A resume of the employee shall accompany this notification.
- B. The Contractor must notify the DHHS/MCH writing of vacancies extending past (3) months in any of the following positions: program director, program manager, and/or program assistant. This notification may be done through a budget revision.
- C. The DHHS/MCH must be notified in writing if, at any time, a site funded under this agreement does not have adequate staffing to perform all required services for more than one (1) month.

#### 4.2. Meetings and Trainings

#### 4.3. Data Requirements

- A. Creation of a statewide electronic behavioral health (mental health and SUD provider) vacancy tracking system.

#### 4.4. Compliance Requirements

- A. The contractor is responsible for compliance with all relevant state and federal laws.
- B. The contractor shall carry out the work as described in the performance work plan submitted with the proposal and approved by DHHS/MCH.
- C. DHHS/MCH and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DHHS/MCH contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
- D. All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS/MCH before printing, production, distribution or use.
- E. The contractor shall credit DHHS/MCH on all materials produced under this contract following the instructions outlined in Exhibit C, Section 13 Credits.
- F. If a subcontracted agency or provider provides services required for compliance with this exhibit, DHHS/MCH must be notified in writing prior to initiation of the subcontract. In addition, any subcontractor(s) must be held responsible to fulfill all relevant requirements included in this exhibit as outlined in Exhibit C, Section 19 Subcontractors.

#### 4.5. Reporting Requirements

- A. The contractor shall provide MCH with annual reports on the status of activities and deliverables of the Recruitment Center within 45 days of the end of the state fiscal year.



## Exhibit A-2 Amendment #1

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### 5. Performance Measures

- 5.1. The number of behavioral health providers recruited to practice within the behavioral health referral agencies of the MCH HFA agencies.
- 5.2. Submission and completion of the work plan identified in the Scope of Service.
- 5.3. Maintenance of the statewide electronic vacancy tracking system with reports on:
  - A. The number of contacts with behavioral health (mental health and SUD) professionals broken out by type of licensure;
  - B. The number of behavioral health (mental health and SUD providers) recruited to the State broken out by agency type of professional (license).
  - C. The number of mental health and SUD professionals who decline a placement and the reason(s) provided by the professional for the decline.



## Exhibit A-3 Amendment #1

### SCOPE OF SERVICES

#### Substance Use Disorder (SUD) Provider Recruitment

### 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. Project Description

- 2.1. New Hampshire like many other states is struggling with a lack of work force capacity for mental health and substance use disorder (SUD) treatment. The mission and function of the Department of Health and Human Services (DHHS), Bureau of Drug and Alcohol Services (BDAS) is to join individuals, families and communities in reducing alcohol and other drug problems thereby increasing opportunities for citizens to achieve health and independence. The purpose of this project is to contract with an experienced vendor to support communities in the recruitment of providers to treat those seeking care for an SUD and/or co-occurring mental health disorder (COD), to support the design and implementation of a statewide workforce development plan that meets the expectations found in the Medicaid 1115 Transformation Waiver. SUD and COD treatment providers targeted for this contract include psychologists, clinical social workers, licensed mental health counselors, family therapists, licensed alcohol and drug counselors and masters prepared licensed alcohol and drug counselors.

### 3. Required Activities

- 3.1. Administer a recruitment center to assure successful recruitment and retention of SUD and COD treatment providers throughout the state consistent with community needs assessments to be completed by the Integrated Delivery Networks (IDNs) funded by the Medicaid 1115 Transformation Waiver.
- 3.2. Create a statewide electronic mental health and SUD provider vacancy tracking system in order for the Recruitment Center to create and distribute reports to BDAS as required in Section 4.5.
- 3.3. Within 45 days of contract approval, provide a work plan that identifies the tasks and the details associated with the design and implementation of a statewide SUD and COD treatment provider work force development plan, including but not limited to conducting the research on efforts to date in the state, region and nationally to address workforce shortages.
- 3.4. Within 135 days of contract approval, provide a work plan that identifies the tasks and the details for specialized recruitment and social marketing plans to attract and retain SUD and COD treatment providers.

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*6/5/15*



### Exhibit A-3 Amendment #1

- 3.5. Provide technical assistance to communities and organizations recruiting SUD and COD treatment providers on the techniques of recruitment and the measures critical for securing candidates.
- 3.6. Carry out activities to attract mental health and SUD providers to New Hampshire and to promote New Hampshire practice opportunities, including, but not limited to using federal resources, national publications, targeted mailings, direct recruitment with colleges and universities and direct contact with practicing providers.

## 4. Compliance and Reporting Requirements

### 4.1. Staffing Provisions

- A. The Contractor shall notify the DHHS/BDAS in writing within one (1) month of hire when a new director, program manager, or program assistant is hired to work in the program. A resume of the employee shall accompany this notification.
- B. The DHHS/BDAS must be notified in writing if, at any time, a site funded under this agreement does not have adequate staffing to perform all required services for more than one (1) month.

### 4.2. Meetings and Trainings

- A. The Contractor shall participate in meetings and discussions centered on community development of SUD systems as requested by the DHHS/BDAS.

### 4.3. Data Requirements

- A. Creation of a statewide electronic mental health and SUD provider vacancy tracking system.

### 4.4. Compliance Requirements

- A. The contractor is responsible for compliance with all relevant state and federal laws.
- B. The contractor shall carry out the work as described in the performance work plan submitted as part of this contract and approved by DHHS/BDAS.
- C. DHHS/BDAS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DHHS/BDAS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
- D. All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS/BDAS before printing, production, distribution or use.
- E. The contractor shall credit DHHS/BDAS on all materials produced under this contract following the instructions outlined in Exhibit C, Section 13 Credits.
- F. If a subcontracted agency or provider provides services required for compliance with this exhibit, DHHS/BDAS must be notified in writing prior to initiation of the subcontract. In addition, any subcontractor(s) must be held responsible to fulfill all relevant requirements included in this exhibit as outlined in Exhibit C, Section 19 Subcontractors.

*JHC*

*5/6/16*



## Exhibit A-3 Amendment #1

### 4.5. Reporting Requirements

- A. The contractor shall provide quarterly reports on the status of activities of the Recruitment Center within 20 days of the quarter's end.
- B. The contractor shall provide to BDAS a summary annual report on the status of activities of the Recruitment Center within 45 days of the state fiscal year end.

## 5. Performance Measures

- 5.1. Recruitment of new SUD and COD treatment providers to practice within areas of need as identified in the IDN's needs assessment as measured by:
  - A. The number of contacts with mental health and SUD professionals broken out by provider type;
  - B. The number of mental health and SUD providers recruited to the State broken out by Integrated Delivery System (IDN) Region, provider type and location.
  - C. The number of mental health and SUD professionals who decline a placement and the reason(s) provided by the professional for the decline.
- 5.2. Submission and completion of the two work plans identified in the Scope of Service 3.3 and 3.4 in accordance with the time frames outlined.
- 5.3. Maintenance of the statewide electronic vacancy tracking system with reporting capabilities.

**Exhibit B-1 Amendment #1 SFY 2017 Budget**

**New Hampshire Department of Health and Human Services**

**Bidder/Contractor Name:** Bi State Primary Care Association

**Budget Request for:** Primary Care Recruitment  
(Name of RFP)

**Budget Period:** SFY 2017 (7/1/16 through 6/30/17)

<b>Line Item</b>	<b>Direct Incremental</b>	<b>Indirect Fixed</b>	<b>Total</b>	<b>Allocation Method for Indirect/Fixed Cost</b>
1. Total Salary/Wages	\$ 84,399.00	\$ 8,440.00	\$ 92,839.00	Indirect costs are calculated monthly based on actual costs
2. Employee Benefits	\$ 19,398.00	\$ 1,940.00	\$ 21,338.00	
3. Consultants	\$ 3,000.00	\$ 300.00	\$ 3,300.00	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 1,677.00	\$ 168.00	\$ 1,845.00	
6. Travel	\$ 1,997.00	\$ 200.00	\$ 2,197.00	
7. Occupancy	\$ 4,200.00	\$ 420.00	\$ 4,620.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ 900.00	\$ 90.00	\$ 990.00	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 14,700.00	\$ 1,470.00	\$ 16,170.00	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ 24,273.00	\$ 2,428.00	\$ 26,701.00	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 154,544.00</b>	<b>\$ 15,456.00</b>	<b>\$ 170,000.00</b>	

Indirect As A Percent of Direct

10.0%

Contractor Initials:                     JHR                    

Date:                     5/6/16

**Exhibit B-1 Amendment #1 SFY 2018 Budget**

**New Hampshire Department of Health and Human Services**

**Bidder/Contractor Name:** Bi State Primary Care Association

**Budget Request for:** Primary Care Recruitment  
(Name of RFP)

**Budget Period:** SFY 2018 (7/1/17 through 6/30/18)

<b>Line Item</b>	<b>Direct Incremental</b>	<b>Indirect Fixed</b>	<b>Total</b>	<b>Allocation Method for Indirect/Fixed Cost</b>
1. Total Salary/Wages	\$ 86,660.00	\$ 8,666.00	\$ 95,326.00	Indirect costs are calculated monthly based on actual costs
2. Employee Benefits	\$ 19,932.00	\$ 1,993.00	\$ 21,925.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 1,677.00	\$ 168.00	\$ 1,845.00	
6. Travel	\$ 1,997.00	\$ 200.00	\$ 2,197.00	
7. Occupancy	\$ 4,200.00	\$ 420.00	\$ 4,620.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ 900.00	\$ 90.00	\$ 990.00	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 11,900.00	\$ 1,197.00	\$ 13,097.00	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ 27,272.00	\$ 2,728.00	\$ 30,000.00	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 154,538.00</b>	<b>\$ 15,462.00</b>	<b>\$ 170,000.00</b>	

Indirect As A Percent of Direct

10.0%

Contractor Initials: \_\_\_\_\_

*JHR*

Date: \_\_\_\_\_

*5/6/16*

**Exhibit B-2 Amendment #1 SFY 2017 Budget**

**New Hampshire Department of Health and Human Services**

**Bidder/Contractor Name:** Bi State Primary Care Association

**Budget Request for:** Dental Recruitment

*(Name of RFP)*

**Budget Period:** SFY 2017 (7/1/16 through 6/30/17)

<b>Line Item</b>	<b>Direct Incremental</b>	<b>Indirect Fixed</b>	<b>Total</b>	<b>Allocation Method for Indirect/Fixed Cost</b>
1. Total Salary/Wages	\$ 56,538.00	\$ 5,654.00	\$ 62,192.00	Indirect costs are calculated monthly based on actual costs
2. Employee Benefits	\$ 13,004.00	\$ 1,300.00	\$ 14,304.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ 887.00	\$ 89.00	\$ 976.00	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 1,456.00	\$ 145.00	\$ 1,601.00	
7. Occupancy	\$ 2,433.00	\$ 243.00	\$ 2,676.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ 1,033.00	\$ 103.00	\$ 1,136.00	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 6,466.00	\$ 649.00	\$ 7,115.00	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 81,817.00</b>	<b>\$ 8,183.00</b>	<b>\$ 90,000.00</b>	

Indirect As A Percent of Direct

10.0%

Contractor Initials: \_\_\_\_\_

*HR*

Date: \_\_\_\_\_

*5/6/16*

**Exhibit B-2 Amendment #1 SFY 2018 Budget**

**New Hampshire Department of Health and Human Services**

**Bidder/Contractor Name:** Bi State Primary Care Association

**Budget Request for:** Dental Recruitment

*(Name of RFP)*

**Budget Period:** SFY 2018 (7/1/17 through 6/30/18)

<b>Line Item</b>	<b>Direct Incremental</b>	<b>Indirect Fixed</b>	<b>Total</b>	<b>Allocation Method for Indirect/Fixed Cost</b>
1. Total Salary/Wages	\$ 58,234.00	\$ 5,823.00	\$ 64,057.00	Indirect costs are calculated monthly based on actual costs
2. Employee Benefits	\$ 13,395.00	\$ 1,339.00	\$ 14,734.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 887.00	\$ 89.00	\$ 976.00	
6. Travel	\$ 915.00	\$ 92.00	\$ 1,007.00	
7. Occupancy	\$ 2,433.00	\$ 243.00	\$ 2,676.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ 987.00	\$ 98.00	\$ 1,085.00	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 4,966.00	\$ 499.00	\$ 5,465.00	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 81,817.00</b>	<b>\$ 8,183.00</b>	<b>\$ 90,000.00</b>	

**Indirect As A Percent of Direct**

10.0%

Contractor Initials: 

Date: 5/6/16

**Exhibit B-3 Amendment #1 SFY 2017 Budget**

**New Hampshire Department of Health and Human Services**

**Bidder/Contractor Name:** Bi State Primary Care Association

**Budget Request for:** Behavioral Health Provider Recruitment (MCH)  
(Name of RFP)

**Budget Period:** SFY 2017 (7/1/16 through 6/30/17)

<b>Line Item</b>	<b>Direct Incremental</b>	<b>Indirect Fixed</b>	<b>Total</b>	<b>Allocation Method for Indirect/Fixed Cost</b>
1. Total Salary/Wages	\$ 35,121.00	\$ 3,512.00	\$ 38,633.00	Indirect costs are calculated monthly based on actual costs
2. Employee Benefits	\$ 8,078.00	\$ 808.00	\$ 8,886.00	
3. Consultants	\$ 5,666.00	\$ 566.00	\$ 6,232.00	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ 727.00	\$ 72.00	\$ 799.00	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 657.00	\$ 65.00	\$ 722.00	
6. Travel	\$ 3,187.00	\$ 318.00	\$ 3,505.00	
7. Occupancy	\$ 2,062.00	\$ 206.00	\$ 2,268.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ 333.00	\$ 33.00	\$ 366.00	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 12,353.00	\$ 1,236.00	\$ 13,589.00	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 68,184.00</b>	<b>\$ 6,816.00</b>	<b>\$ 75,000.00</b>	

Indirect As A Percent of Direct

10.0%

Contractor Initials: \_\_\_\_\_

*[Handwritten Signature]*

Date: \_\_\_\_\_

*5/6/16*

**Exhibit B-3 Amendment #1 SFY 2018 Budget**

**New Hampshire Department of Health and Human Services**

**Bidder/Contractor Name:** Bi State Primary Care Association

**Budget Request for:** Behavioral Health Provider Recruitment (MCH)  
(Name of RFP)

**Budget Period:** SFY 2018 (7/1/17 through 9/30/17)

<b>Line Item</b>	<b>Direct Incremental</b>	<b>Indirect Fixed</b>	<b>Total</b>	<b>Allocation Method for Indirect/Fixed Cost</b>
1. Total Salary/Wages	\$ 17,971.00	\$ 1,797.00	\$ 19,768.00	Indirect costs are calculated monthly based on actual costs
2. Employee Benefits	\$ 4,133.00	\$ 413.00	\$ 4,546.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office			\$ -	
6. Travel			\$ -	
7. Occupancy	\$ 624.00	\$ 62.00	\$ 686.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions				
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications			\$ -	
11. Staff Education and Training		\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 22,728.00</b>	<b>\$ 2,272.00</b>	<b>\$ 25,000.00</b>	

Indirect As A Percent of Direct

10.0%

Contractor Initials:                     LHR                    

Date:                     5/6/14

**Exhibit B-4 Amendment #1 SFY 2017 Budget**

**New Hampshire Department of Health and Human Services**

**Bidder/Contractor Name:** Bi State Primary Care Association

**Substance Use Disorder Provider Recruitment**  
**Budget Request for:** (BDAS)  
*(Name of RFP)*

**Budget Period:** SFY 2017 (7/1/16 through 6/30/17)

<b>Line Item</b>	<b>Direct Incremental</b>	<b>Indirect Fixed</b>	<b>Total</b>	<b>Allocation Method for Indirect/Fixed Cost</b>
1. Total Salary/Wages	\$ 59,801.00	\$ 5,980.00	\$ 65,781.00	Indirect costs are calculated monthly based on actual costs
2. Employee Benefits	\$ 13,754.00	\$ 1,375.00	\$ 15,129.00	
3. Consultants	\$ 9,629.00	\$ 963.00	\$ 10,592.00	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ 1,238.00	\$ 124.00	\$ 1,362.00	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 1,119.00	\$ 112.00	\$ 1,231.00	
6. Travel	\$ 5,425.00	\$ 543.00	\$ 5,968.00	
7. Occupancy	\$ 3,512.00	\$ 351.00	\$ 3,863.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ 567.00	\$ 57.00	\$ 624.00	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 27,635.00	\$ 2,763.00	\$ 30,398.00	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 122,680.00</b>	<b>\$ 12,268.00</b>	<b>\$ 134,948.00</b>	

**Indirect As A Percent of Direct**

10.0%

Contractor Initials:                     

Date: 5/6/16

**Exhibit B-4 Amendment #1 SFY 2018 Budget**

**New Hampshire Department of Health and Human Services**

**Bidder/Contractor Name:** Bi State Primary Care Association

**Substance Use Disorder Provider Recruitment**  
**Budget Request for:** (BDAS)  
*(Name of RFP)*

**Budget Period:** SFY 2018 (7/1/17 through 6/30/18)

<b>Line Item</b>	<b>Direct Incremental</b>	<b>Indirect Fixed</b>	<b>Total</b>	<b>Allocation Method for Indirect/Fixed Cost</b>
1. Total Salary/Wages	\$ 68,540.00	\$ 6,854.00	\$ 75,394.00	Indirect costs are calculated monthly based on actual costs
2. Employee Benefits	\$ 15,764.00	\$ 1,576.00	\$ 17,340.00	
3. Consultants			\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 1,627.00	\$ 163.00	\$ 1,790.00	
6. Travel	\$ 4,380.00	\$ 438.00	\$ 4,818.00	
7. Occupancy	\$ 3,275.00	\$ 327.00	\$ 3,602.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ 900.00	\$ 90.00	\$ 990.00	
10. Marketing/Communications	\$ 10,107.00	\$ 1,011.00	\$ 11,118.00	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 104,593.00</b>	<b>\$ 10,459.00</b>	<b>\$ 115,052.00</b>	

Indirect As A Percent of Direct

10.0%

Contractor Initials: \_\_\_\_\_

*DMR*

Date: \_\_\_\_\_

*5/6/18*



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



more employees, it will maintain a current 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

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

Contractor Initials

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: Bi State Primary Care Association

5/6/16  
Date

Lori H. Real  
Name: Lori H. Real  
Title: Executive Vice President and Chief Operating Officer

Exhibit G- Amendment #1

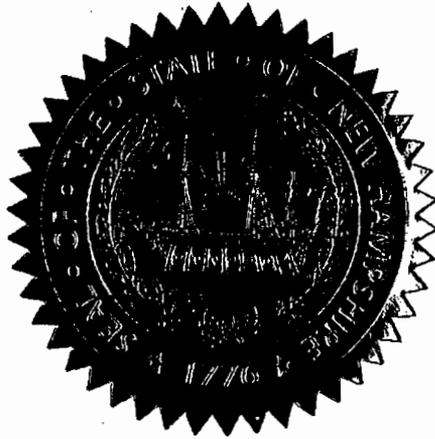
Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

LRH  
Contractor Initials 5/6/16  
Date 5/6/16

# 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 Bi-State Primary Care Association, Inc. is a New Hampshire nonprofit corporation formed January 31, 1986. 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 8<sup>th</sup> day of April A.D. 2016

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

William M. Gardner  
Secretary of State

(Without Seal)

**CERTIFICATE OF VOTE**

I, Janet Laatsch, of Bi-State Primary Care Association, do hereby certify that:

- 1. I am the duly elected Vice President of the Board of Directors
- 2. The following are true copies of two resolutions duly adopted via an email vote of the Board of Directors held on April 23, 2014.

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

Resolved: That the President and Chief Executive Officer, Tess Stack Kuenning, CNS, MS, RN or her designee, is hereby authorized on behalf of this corporation to enter into said contract with the state and to execute any or all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as she or her designee deems necessary, desirable, or appropriate. Lori H. Real, Executive Vice President and Chief Operating Officer, is the authorized designee for Tess Stack Kuenning.

- 3. The forgoing resolutions have not been amended or revoked and remain in full force and effect as of May 10, 2016.

In witness whereof, I have herunto set my hand as the Vice President of the corporation on this 10<sup>th</sup> day of May 2016.

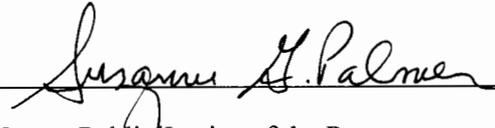
  
\_\_\_\_\_

Signature: Janet Laatsch, Vice President

State of New Hampshire, County of Merrimack

The forgoing instrument was acknowledged before me on the 10<sup>th</sup> day of May 2016 by Janet Laatsch, Vice President of Bi-State's Board of Directors.

Notary Seal

  
\_\_\_\_\_  
Notary Public Justice of the Peace

Commission Expires: 8/5/20



**525 Clinton Street  
Bow, NH 03304  
Voice: 603-228-2830  
Fax: 603-228-2464**

**BI-STATE PRIMARY CARE ASSOCIATION**



**SERVING VERMONT & NEW HAMPSHIRE**

[www.bistatepca.org](http://www.bistatepca.org)

**61 Elm Street  
Montpelier, VT 05602  
Voice: 802-229-0002  
Fax: 802-223-2336**

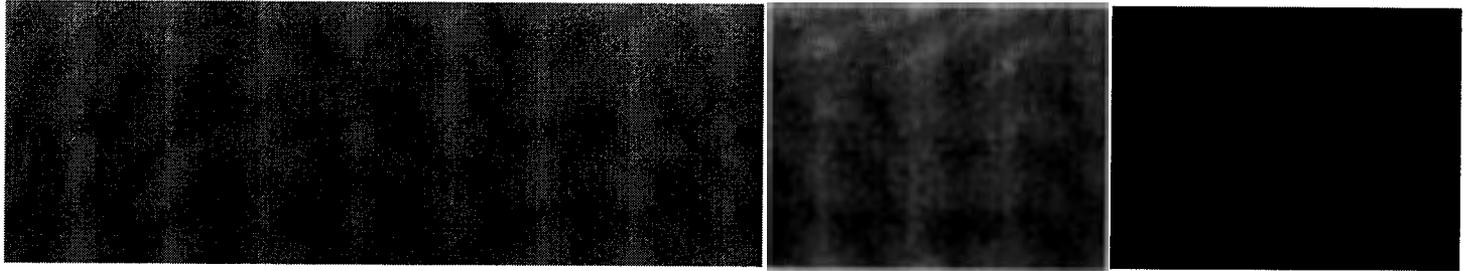
## **Bi-State Primary Care Association**

### **Mission**

*Promote access to effective and affordable primary care and preventive services for all, with special emphasis on underserved populations in New Hampshire and Vermont.*

### **Vision**

*Healthy individuals and communities with quality health care for all.*



**BI-STATE PRIMARY CARE ASSOCIATION, INC AND SUBSIDIARY**

**CONSOLIDATED FINANCIAL STATEMENTS**

**With Independent Auditor's Report**

**and**

**Supplementary Information and Government Reports in Accordance with OMB Circular A-133**

**June 30, 2015 and 2014**





## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Bi-State Primary Care Association, Inc. and Subsidiary

### **Report on Financial Statements**

We have audited the accompanying consolidated financial statements of Bi-State Primary Care Association, Inc. and Subsidiary, which comprise the consolidated balance sheet as of June 30, 2015, and the related consolidated statements of operations and changes in net assets and cash flows for the year then ended, and the related notes to the consolidated financial statements.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

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

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

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

### ***Opinion***

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Bi-State Primary Care Association, Inc. and Subsidiary as of June 30, 2015, and the changes in their net assets and their cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

### ***Prior Period Financial Statements***

The consolidated financial statements as of June 30, 2014 were audited by Brad Borbidge, P.A. who merged with Berry Dunn McNeil & Parker, LLC as of January 1, 2015, and whose report dated September 18, 2014, expressed an unmodified opinion on those statements.

### ***Other Matters***

#### ***Supplementary Information***

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

### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated September 17, 2015 on our consideration of Bi-State Primary Care Association, Inc. and Subsidiary's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Bi-State Primary Care Association, Inc. and Subsidiary's internal control over financial reporting and compliance.

*Berry Dunn McNeil & Parker, LLC*

Concord, New Hampshire  
September 17, 2015

**BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY**

**Consolidated Balance Sheets**

**June 30, 2015 and 2014**

**ASSETS**

	<u>2015</u>	<u>2014</u>
Current assets		
Cash and cash equivalents	\$ 1,288,492	\$ 1,158,524
Grants and other receivables	374,081	313,653
Prepaid expenses	<u>32,511</u>	<u>30,402</u>
Total current assets	1,695,084	1,502,579
Investments	101,665	100,440
Property and equipment, net	<u>389,342</u>	<u>401,216</u>
Total assets	\$ <u>2,186,091</u>	\$ <u>2,004,235</u>

**LIABILITIES AND NET ASSETS**

	<u>2015</u>	<u>2014</u>
Current liabilities		
Accounts payable and accrued expenses	\$ 201,095	\$ 177,516
Accrued salaries and related amounts	205,957	181,507
Deferred revenue	117,300	170,698
Current portion of long-term debt	<u>23,279</u>	<u>8,347</u>
Total current liabilities	547,631	538,068
Long-term debt, excluding current portion	<u>144,406</u>	<u>181,256</u>
Total liabilities	692,037	719,324
Net assets		
Unrestricted	<u>1,494,054</u>	<u>1,284,911</u>
Total liabilities and net assets	\$ <u>2,186,091</u>	\$ <u>2,004,235</u>

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

**BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY**  
**Consolidated Statements of Operations and Changes in Net Assets**  
**Years Ended June 30, 2015 and 2014**

	<u>2015</u>	<u>2014</u>
Operating revenue		
Grant revenue	\$ 3,883,622	\$ 3,452,796
Dues income	265,352	251,024
Other revenue	<u>147,417</u>	<u>141,890</u>
Total operating revenue	<u>4,296,391</u>	<u>3,845,710</u>
Expenses		
Salaries and benefits	2,345,485	2,085,065
Other operating expenses	1,703,374	1,571,844
Interest expense	10,154	11,370
Depreciation	<u>29,970</u>	<u>33,082</u>
Total expenses	<u>4,088,983</u>	<u>3,701,361</u>
Operating income	207,408	144,349
Other revenue and gains:		
Investment income	<u>4,576</u>	<u>4,344</u>
Excess of revenues over expenses	211,984	148,693
Change in unrealized (loss) gain on investments	<u>(2,841)</u>	<u>429</u>
Increase in unrestricted net assets	209,143	149,122
Unrestricted net assets, beginning of year	<u>1,284,911</u>	<u>1,135,789</u>
Unrestricted net assets, end of year	<u>\$ 1,494,054</u>	<u>\$ 1,284,911</u>

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

**BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY**

**Consolidated Statements of Cash Flows**

**Years Ended June 30, 2015 and 2014**

	<u>2015</u>	<u>2014</u>
Cash flows from operating activities		
Change in net assets	\$ 209,143	\$ 149,122
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	29,970	33,082
Change in unrealized loss (gain) on investment	2,841	(429)
(Increase) decrease in		
Grants receivable	56,872	(128,308)
Prepaid expenses	(2,109)	1,701
Increase (decrease) in		
Accounts payable and accrued expenses	23,579	(12,863)
Accrued salaries and related amounts	24,450	31,749
Deferred revenues	<u>(170,698)</u>	<u>150,743</u>
Net cash provided by operating activities	<u>174,048</u>	<u>224,797</u>
Cash flows from investing activities		
Purchases of property and equipment	(18,096)	-
Purchases of investments	<u>(4,066)</u>	<u>(3,826)</u>
Net cash used by investing activities	<u>(22,162)</u>	<u>(3,826)</u>
Cash flows from financing activities		
Payments on long-term debt	<u>(21,918)</u>	<u>(20,702)</u>
Net cash used by financing activities	<u>(21,918)</u>	<u>(20,702)</u>
Net increase in cash and cash equivalents	129,968	200,269
Cash and cash equivalents, beginning of year	<u>1,158,524</u>	<u>958,255</u>
Cash and cash equivalents, end of year	\$ <u>1,288,492</u>	\$ <u>1,158,524</u>
Supplemental disclosures of cash flow information:		
Cash paid for interest	\$ <u>10,154</u>	\$ <u>11,370</u>

---

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

# BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

## Notes to Consolidated Financial Statements

June 30, 2015 and 2014

### **Organization**

Bi-State Primary Care Association, Inc. (BSPCA) is a non-stock, not-for-profit corporation organized in New Hampshire. The Association's mission is to foster the delivery of primary and preventive health services with special emphasis on the medically underserved, and its vision is to promote health care access for all.

### **Subsidiary**

Center for Primary Health Care Solutions, LLC, (CPHCS) is a limited liability company formed pursuant to the New Hampshire Limited Liability Company Act. CPHCS's primary purpose is to provide health care industry services and other industry-related consulting services. BSPCA is the sole member of CPHCS.

## **1. Summary of Significant Accounting Policies**

### **Principles of Consolidation**

The consolidated financial statements include the accounts of BSPCA and its subsidiary, CPHCS (collectively, the Association). All significant intercompany balances and transactions have been eliminated in consolidation.

### **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.

### **Income Taxes**

BSPCA is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the entity is exempt from state and federal income taxes on income earned in accordance with its tax exempt purpose. Unrelated business income is subject to state and federal income tax.

CPHCS is a limited liability company however, for federal tax purposes, it is considered to be a disregarded entity and as such CPHCS's income, expenses, losses, gains, deductions and credits are reported on BSPCA's income tax return. Management believes the services provided by CPHCS are consistent with BSPCA's tax exempt purpose and as a result its revenue does not constitute unrelated business income.

Management has evaluated the entity's tax positions and concluded that there is no unrelated business income or uncertain tax positions that require adjustment to the consolidated financial statements.

# BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

## Notes to Consolidated Financial Statements

June 30, 2015 and 2014

### **Cash and Cash Equivalents**

Cash and cash equivalents consist of demand deposits, petty cash funds and investments with a maturity of three months or less.

### **Investments and Investment Income**

Investments in equity securities with readily determinable fair values and all investments in debt securities are measured at fair value in the consolidated balance sheets. Investment income or loss (including realized gains and losses on investments, interest, and dividends) is included in the excess of revenues over expenses unless the income or loss is restricted by donor or law. Unrealized gains and losses on investments are excluded from the excess of revenues over expenses.

Investments 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 consolidated balance sheets and consolidated statements of operations and changes in net assets.

### **Property and Equipment**

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

### **Temporarily and Permanently Restricted Net Assets**

Temporarily restricted net assets are those whose use by the Association has been limited by grantors or donors to a specific time-period or purpose. There were no temporarily restricted net assets at June 30, 2015 and 2014.

Permanently restricted net assets have been restricted by donors to be maintained by the Association in perpetuity. There were no permanently restricted net assets at June 30, 2015 or 2014.

### **Donor-Restricted Gifts**

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

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

June 30, 2015 and 2014

**Excess of Revenues over Expenses**

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

**Functional Expenses**

The Association provides services to promote health care access. Expenses related to providing these services were as follows for the years ended:

	<u>2015</u>	<u>2014</u>
Program services	\$ <u>3,284,583</u>	\$ 2,970,760
General and administrative	<u>804,400</u>	<u>730,601</u>
	<u>\$ 4,088,983</u>	<u>\$ 3,701,361</u>

**Subsequent Events**

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through September 17, 2015, the date that the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements.

2. **Grants and Other Receivables and Deferred Revenue**

The Association provides services to promote health care access through numerous federal, state and private grants. At June 30, 2015 and 2014, the Association has the following relating to grant activity:

	<u>2015</u>	<u>2014</u>
Grant and member services billed and not received	\$ 283,877	\$ 192,854
Grant appropriations not billed	3,605,699	4,021,561
Grant deferred revenue not earned	<u>(3,515,495)</u>	<u>(3,900,762)</u>
Grants and other receivables	<u>\$ 374,081</u>	<u>\$ 313,653</u>

The Association received advanced payments on certain grants with an unearned balance of \$117,300 and \$170,698 at June 30, 2015 and 2014, respectively.

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

June 30, 2015 and 2014

3. **Investments**

Investments are stated at fair value and consisted of fixed income mutual funds at June 30, 2015 and 2014.

Financial accounting standards established a valuation hierarchy for disclosure of the inputs to valuation used to measure fair value. This hierarchy prioritizes the inputs into three broad levels as follows:

- Level 1 inputs - quoted prices traded daily in an active market.
- Level 2 inputs – other than quoted prices for active markets that are traded less frequently than daily
- Level 3 inputs - unobservable inputs

An investment's classification within the hierarchy is determined based on the lowest level input that is significant to the fair value measurement.

The fair market value of the Association's investments is measured on a recurring basis using Level 1 inputs.

4. **Investments in Limited Liability Companies**

**Community Health Accountable Care, LLC (CHAC)**

The Association is one of nine partners who have each made a capital contribution of \$15,000 to CHAC, plus an additional contribution of \$20,000 to \$25,000, which was deemed to be a note receivable. The investment is to be repaid after repayment of services provided by the Association and prior to the distribution of shared savings to ACO Participants. The Association's investment in CHAC is reported at the lower of cost or fair value. The fair value of CHAC was \$0 at June 30, 2015 and 2014.

The Association has provided management and administrative services amounting to \$217,458 and \$179,939 due from CHAC as of June 30, 2015 and 2014, respectively. The note receivable and accounts receivable for management and administrative services are to begin to be repaid when CHAC's income exceeds expenses. Payment must begin no later than the third quarter of 2015 with an agreed upon payment schedule to complete repayment before January 1, 2019. Due to uncertainty regarding collectibility, no revenue has been recognized and the cost of services provided is included in operating expense.

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

June 30, 2015 and 2014

**Primary Health Care Partners, LLC (PHCP)**

The Association is one of eight partners who have each made a capital contribution of \$500 to PHCP during 2015. The Association's investment in PHCP is reported at the lower of cost or fair value. The fair value of PHCP was \$0 at June 30, 2015.

The Association has provided management and administrative services amounting to \$72,855 due from PHCP as of June 30, 2015. The note and accounts receivable amounts are to begin to be repaid when PHCP's income exceeds expenses. Payment must begin no later than the third quarter of 2016 with an agreed upon payment schedule to complete repayment before December 31, 2019. Due to uncertainty regarding collectibility, no revenue has been recognized and the cost of services provided is included in operating expense.

**5. Property and Equipment**

The cost and accumulated depreciation of property and equipment at June 30, 2015 and 2014 follow:

	<b><u>2015</u></b>	<b><u>2014</u></b>
Land	\$ 50,000	\$ 50,000
Buildings and improvements	430,136	412,039
Furniture and equipment	<u>41,280</u>	<u>41,280</u>
	521,416	503,319
Less accumulated depreciation	<u>132,074</u>	<u>102,103</u>
Property and equipment, net	<b><u>\$ 389,342</u></b>	<b><u>\$ 401,216</u></b>

**6. Line of Credit**

The Association has renewed a \$100,000 unsecured revolving line of credit with a local bank through December 2015. The interest rate on the line of credit is Prime plus 1% with a 5% floor (5% at June 30, 2015). There was no outstanding balance on the line of credit at June 30, 2015 and 2014. The line of credit was not utilized at any time during the years ended June 30, 2015 and 2014.

**BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY**

**Notes to Consolidated Financial Statements**

**June 30, 2015 and 2014**

**7. Long-Term Debt**

A summary of the mortgage payable follows:

	<u>2015</u>	<u>2014</u>
Mortgage payable, with a local bank, at a fixed interest rate of 5.66% with monthly payments of \$1,673 through July 2015, at which time the interest rate will reset to the FHLB Boston 5/20 amortizing rate plus 2.75% and the monthly payment will be adjusted every five years through August 2030. The mortgage is collateralized by real estate. The Association has made advance payments of \$33,000 through June 30, 2015.	\$ 167,685	\$ 189,603
Less current portion	<u>23,279</u>	<u>8,347</u>
Long-term debt, excluding current portion	<u>\$ 144,406</u>	<u>\$ 181,256</u>

Maturities of long-term debt for the next five years and thereafter are as follows:

2016	\$ 23,279
2017	25,759
2018	27,013
2019	28,327
2020	29,705
Thereafter	<u>33,602</u>
Total	<u>\$ 167,685</u>

Cash paid for interest approximates interest expense.

**8. Concentrations of Risk**

The Association cash deposits in a major financial institution in excess of \$250,000, which exceeds federal depository insurance limits. The Association has entered into an agreement with the bank to remove cash not covered by Federal Deposit Insurance Corporation (FDIC) insurance from the bank's accounts and place this cash in high-yield savings accounts in other FDIC insured institutions. This strategy is endorsed by the American Banking Association. The bank provides monthly reporting.

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

June 30, 2015 and 2014

9. Retirement Plans

The Association offers a defined contribution plan to eligible employees. The Association's contributions to the plan for the years ended June 30, 2015 and 2014 amounted to \$105,620 and \$68,424, respectively.

The Association has established an unqualified deferred compensation plan under Internal Revenue Code Section 457(b) for certain key employees. Under this plan, participating employees can elect to defer their compensation within the Internal Revenue Code limits. The Association may make a discretionary contribution to the plan, however it has not elected to do so.

10. Commitments and Contingencies

Operating Leases

The Association leases various equipment and facilities under operating leases expiring at various dates through December 31, 2016. Total rental expense in 2015 and 2014 for all operating leases was approximately \$47,632 and \$34,212, respectively.

The following is a schedule by year of future minimum lease payments under operating leases as of June 30, 2015 that have initial or remaining lease terms in excess of one year.

	<u>Amount</u>
Year ending June 30,	
2016	\$ 53,724
2017	<u>27,324</u>
	<u>\$ 81,048</u>

11. Related Party Transactions

The Association's board of directors is composed of elected executive directors or the most senior primary care directors of its members. The Association's revenue generated from member general dues and purchased services from organizations in which the executive director or most senior director is a member of the Association's board of directors amounted to \$187,479 and \$157,183 for the years ended June 30, 2015 and 2014, respectively. The Association also entered into sub-recipient agreements with members during the year. The amount of grant funds and other payments passed through to organizations in which the executive director or most senior director is a member of the Association's board of directors amounted to \$417,010 and \$339,285 for the years ended June 30, 2015 and 2014, respectively.

## **SUPPLEMENTARY INFORMATION**

**BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY**

**Schedule of Expenditures of Federal Awards**

**Year Ended June 30, 2015**

<b>Federal Grant/Pass-Through Grantor/Program Title</b>	<b>Federal CFDA Number</b>	<b>Passthrough Contract Number</b>	<b>Total Federal Expenditures</b>
<u>United States Department of Health and Human Services:</u>			
<i>Direct:</i>			
Integrated Community Systems for CSHCN	93.110		\$ 7,581
State and Regional Primary Care Associations	93.129		1,274,423
Telehealth Network Grant	93.211		269,514
Cooperative Agreement to Support Navigators in Federally-Facilitated and State Partnership Marketplaces	93.332		246,583
Cooperative Agreement to Support Navigators in Federally-Facilitated and State Partnership Exchanges	93.750		157,869
Rural Health Care Services Outreach Grant	93.912		154,728
<i>Passthrough:</i>			
<u>State of New Hampshire Department of Health and Human Services</u>			
Recruit Healthcare Professionals to Medically Underserved areas in NH	93.778	103-502664/ 90075001	44,337
Oral Health Professional Recruitment Services	93.778	103-502664 /90075001	41,702
<u>State of Vermont Department of Health</u>			
Medicaid Assistance Program	93.778	03420-6403S	35,000
<u>State of Vermont Department of Vermont Health Access:</u>			
Medicaid - Admin and Program	93.778	03410-1360-15	29,672
Project Management Support to Vermont Health Centers	93.778	03410-1455-15	59,086
Implementing and Managing Quality Improvement	93.778	03410-5534-13	51,521
Total Medical Assistance Program Cluster			261,318
<u>State of New Hampshire Department of Health and Human Services</u>			
Oral Health Workforce Activities	93.236	102-500731/ 90080500	247,866
<u>State of Vermont Department of Vermont Health Access</u>			
Cooperative Agreement to Support Establishment of the Affordable Care Act's Health Insurance Exchange	93.525	03410-1120-14	27,666
State Innovation Models: Funding for Model Design	93.624	03410-1295-15 / 03410-1496-15	456,635

**BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY**

**Schedule of Expenditures of Federal Awards (Concluded)**

**Year Ended June 30, 2015**

<b>Federal Grant/Pass-Through Grantor/Program Title</b>	<b>Federal CFDA Number</b>	<b>Passthrough Contract Number</b>	<b>Total Federal Expenditures</b>
<u>United States Department of Health and Human Services:</u>			
<i>Passthrough:</i>			
<u>State of Vermont Department of Health</u>			
Wisewoman	93.094	5U58DP004852-01	13,500
VT SBIRT	93.243	03420-A14104S	276,940
National Cancer Prevention	93.283	03420-6191 S	81,000
<u>Community Health Access Network</u>			
Health Center Controlled Networks	93.527	1H2QCS25663-01- 00	131,535
Total Federal Awards, All Programs			<u><u>\$ 3,607,158</u></u>

The accompanying notes are an integral part of this schedule.

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Notes to Schedule of Expenditures of Federal Awards

Year Ended June 30, 2015

1. **Basis of Presentation**

The schedule of expenditures of federal awards includes the federal grant activity of Bi-State Primary Care Association, Inc. and Subsidiary. The information in this schedule is presented in accordance with the requirements of U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Because the schedule presents only a selected portion of the operations of the Association, it is not intended to and does not present the consolidated financial position, changes in net assets, or cash flows of Bi-State Primary Care Association, Inc. and Subsidiary.

2. **Summary of Significant Accounting Policies**

Expenditures reported on the schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in OMB Circular A-122, *Cost Principles for Nonprofit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Negative amounts shown on the schedule, if applicable, represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. Pass-through entity identifying numbers are presented where available.

3. **Subrecipients**

The following is a list of expenditures to subrecipients included in the schedule of expenditures of federal awards for the year ended June 30, 2015.

<u>Program Title</u>	<u>Federal CFDA No.</u>	<u>Subrecipient Expenditures</u>
Grants to States to Support Oral Health Workforce Activities	93.236	\$ 142,741
Rural Health Care Services Outreach Grant	93.912	124,838
Telehealth Network Grant Program	93.211	21,444
PPHF - 2013 - Cooperative Agreement to Support Navigators in Federally-facilitated and State Partnership Exchanges	93.750	120,688
Cooperative Agreement to Support Navigators in Federally-facilitated and State Partnership Marketplaces	93.332	152,531
VT SBIRT	93.243	256,310

**SCHEDULE AND REPORTS IN ACCORDANCE  
WITH GAS, OMB CIRCULAR A-133**



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS  
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED  
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Board of Directors  
Bi-State Primary Care Association, Inc. and Subsidiary

We have audited, in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Bi-State Primary Care Association, Inc. and Subsidiary (the Association), which comprise the consolidated balance sheet as of June 30, 2015, and the related consolidated statements of operations and changes in net assets and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated September 17, 2015.

**Internal Control over Financial Reporting**

In planning and performing our audit of the consolidated financial statements, we considered Bi-State Primary Care Association, Inc. and Subsidiary's internal control over financial reporting (internal control) to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of Bi-State Primary Care Association, Inc. and Subsidiary's internal control. Accordingly, we do not express an opinion on the effectiveness of Bi-State Primary Care Association, Inc. and Subsidiary's internal control.

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

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

### **Compliance and Other Matters**

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

### **Purpose of this Report**

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

*Berry Dunn McNeil & Parker, LLC*

Concord, New Hampshire  
September 17, 2015



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE  
FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL  
OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133**

Board of Directors  
Bi-State Primary Care Association, Inc. and Subsidiary

**Report on Compliance for Each Major Federal Program**

We have audited Bi-State Primary Care Association, Inc. and Subsidiary's (the Association) compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2015. Bi-State Primary Care Association, Inc. and Subsidiary's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

***Management's Responsibility***

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

***Auditor's Responsibility***

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

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Bi-State Primary Care Association, Inc. and Subsidiary's compliance.

***Opinion on Each Major Federal Program***

In our opinion, Bi-State Primary Care Association, Inc. and Subsidiary complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2015.

## Report on Internal Control over Compliance

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

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

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

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

*Berry Dunn McNeil & Parker, LLC*

Concord, New Hampshire  
September 17, 2015

**BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY**

**Schedule of Findings and Questioned Costs**

**Year Ended June 30, 2015**

**1. Summary of Auditor's Results**

**Financial Statements**

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

Material weakness(es) identified?  Yes  No

Significant deficiency(ies) identified that are not considered to be material weakness(es)?  Yes  None reported

Noncompliance material to financial statements noted?  Yes  No

**Federal Awards**

Internal control over major programs:

Material weakness(es) identified:  Yes  No

Significant deficiency(ies) identified that are not considered to be material weakness(es)?  Yes  None reported

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with Section 510(a) of Circular A-133?  Yes  No

Identification of major programs:

Name of Federal Program or Cluster CFDA Number

Medical Assistance Program (Medicaid: Title XIX) 93.778

Oral Health Workforce Activities 93.236

State Innovation Models: Funding for Model Design 93.624

Dollar threshold used to distinguish between Type A and Type B programs: \$300,000

Auditee qualified as low-risk auditee?  Yes  No

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Schedule of Findings and Questioned Costs (Concluded)

Year Ended June 30, 2015

2. Financial Statement Findings

None

3. Federal Award Findings and Questioned Costs

None

**BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY**  
**Summary Schedule of Prior Year Findings and Questioned Costs**  
**Year Ended June 30, 2015**

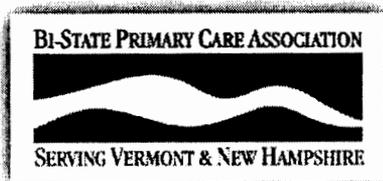
**1. Financial Statement Findings**

None

**2. Federal Award Findings and Questioned Costs**

None





**BI-STATE PRIMARY CARE ASSOCIATION**  
*FY16 Board of Directors (July 2015 – June 2016)*

**Board Chair: Kevin Kelley, MS, CMPE**  
Chief Executive Officer

Community Health Services of Lamoille Valley  
PO Box 749, 66 Morrisville Plaza Morrisville,  
VT 05661

**Board Vice Chair: Janet Laatsch, BSN, MBA**  
Chief Executive Officer  
Goodwin Community Health  
311 Route 108  
Somersworth, NH 03878

**Board Immediate Past Chair: Edward Shanshala, II,**  
**MSHSA, MEd**  
Executive Director/Chief Executive Officer  
Ammonoosuc Community Health Services  
25 Mount Eustis Road  
Littleton, NH 03561

**Board Secretary: Pamela Parsons**  
Executive Director  
Northern Tier Center for Health  
44 Main Street  
Richford, VT 05476

**Board Treasurer: Helen Taft, MPA**  
Executive Director  
Families First Health & Support Center  
100 Campus Drive, Suite 12  
Portsmouth, NH 03801

**Gail Auclair, MSM, BSN, RN**  
Chief Executive Officer Little  
Rivers Health Care  
PO Box 338; 131 Mill Street  
Bradford, VT 05033

**Jack Donnelly, MBA**  
Chief Executive Officer  
Community Health Centers of Burlington  
617 Riverside Avenue  
Burlington, VT 05401

**Grace Gilbert Davis, MSA, CHE**  
Chief Executive Officer Battenkill  
Valley Health Center  
9 Church Street  
Arlington, VT 05250

**Martha Halnon, CPC, CAPP, CMPE**  
Executive Director  
Mountain Health Center  
74 Munsill Avenue, Suite 100  
Bristol, VT 05443

**Kris McCracken, MBA** President and  
Chief Executive Officer Manchester  
Community Health Center  
145 Hollis Street  
Manchester, NH 03101

**Richard Silverberg, MSSW, LICSW**  
Executive Director  
Health First Family Care Center  
841 Central Street  
Franklin, NH 03235

**BI-STATE PRIMARY CARE ASSOCIATION**  
***FY16 Board of Directors (July 2015 – June 2016)***  
Page 2

**Gregory White, CPA, CHFP**  
Chief Executive Officer  
Lamprey Health Care  
207 South Main Street  
Newmarket, NH 03857

**Grant Whitmer, MSM, CMPE**  
Executive Director  
Community Health Centers of the Rutland Region  
215 Stratton Road  
Rutland, VT 05701

# KEY ADMINISTRATIVE PERSONNEL

## NH Department of Health and Human Services

**Contractor Name:** Bi State Primary Care Association

**Project Name:** Primary Care Recruitment

Stephanie Pagliuca	Director	\$90,420	15.00%
Mandi Gingras	Recruitment & Retention Coord	\$49,503	79.99%
Claire Hodgman	Data & Marketing Coordinator	\$51,617	60.52%
		\$0	0.00%
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			

Stephanie Pagliuca	Director	\$93,133	15.00%
Mandi Gingras	Recruitment & Retention Coord	\$50,988	80.00%
Claire Hodgman	Data & Marketing Coordinator	\$53,166	60.00%
		\$0	0.00%
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			

**Project Name:** Dental Recruitment

Stephanie Pagliuca	Director	\$90,420	38.00%
Mandi Gingras	Recruitment & Retention Coord	\$49,503	20.00%
Claire Hodgman	Data & Marketing Coordinator	\$51,617	23.79%
		\$0	0.00%
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			

Stephanie Pagliuca	Director	\$93,133	38.00%
Mandi Gingras	Recruitment & Retention Coord	\$50,988	20.00%
Claire Hodgman	Data and Marketing Coordinator	\$53,166	23.78%
		\$0	0.00%
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			

# KEY ADMINISTRATIVE PERSONNEL

## NH Department of Health and Human Services

**Contractor Name:** Bi State Primary Care Association

**Project Name:** Behavioral Health Provider Recruitment (MCH)

Stephanie Pagliuca	Director	\$88,698	3.70%
Abigail Shockley	Deputy Director, NH Policy & Information	\$79,310	7.40%
Vacant	Program Coordinator	\$55,000	37.00%
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			

Stephanie Pagliuca	Director	\$91,359	1.04%
Abigail Shockley	Deputy Director, NH Policy & Information	\$81,689	3.12%
Vacant	Program Coordinator	\$56,650	20.77%
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			

**Project Name:** Substance Use Disorder Provider Recruitment (BDAS)

Stephanie Pagliuca	Director	\$88,698	6.30%
Abigail Shockley	Deputy Director, NH Policy & Information	\$79,310	12.60%
Vacant	Program Coordinator	\$55,000	63.00%
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			

Stephanie Pagliuca	Director	\$91,359	3.96%
Abigail Shockley	Deputy Director, NH Policy & Information	\$81,689	11.88%
Vacant	Program Coordinator	\$56,650	79.23%
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			

**Stephanie C. Pagliuca**  
525 Clinton Street, Bow, NH 03304  
P. (603) 228-2830 Ext. 111  
Spagliuca@bistatepca.org

### **SUMMARY OF QUALIFICATIONS**

- Able to work independently and as an effective team member
- Thoughtful, balanced approach to decision-making
- Experience in design, implementation and evaluation of programs and initiatives
- Effective in building and managing partnerships
- Strategic thinker; able to see the big picture yet attentive to detail
- Strong oral and written communication skills

### **RELEVANT EMPLOYMENT**

**Bi-State Primary Care Association** **1994 to Present**  
**Bow, New Hampshire/Montpelier, Vermont**

**Director, Recruitment Center** **2003 to Present**  
Manage and oversee Bi-State's Recruitment Center, a service focused on the recruitment and retention of primary care health professionals for rural and underserved areas of New Hampshire and Vermont. Write, manage and implement grants from public and private foundations including the Bureau of Primary Health Care Health Resources and Services Administration, Center for Medicare and Medicaid Services, the states of New Hampshire and Vermont, Endowment for Health, and DentaQuest Foundation. Manage Bi-State's Leadership Development Program. Manage staff and contractors.

**Program Manger** **1998 to 2003**  
Developed and implemented a business plan to expand the scope of the Recruitment Center services to include dentist recruitment. Designed, planned and facilitated regional recruitment conferences for in-house recruiters. Facilitated collaboration between the NH Dental Society and Hygienists' Association and other key stakeholders that resulted in the first ever comprehensive workforce survey of licensed dental professionals in the state. Created and presented education sessions at various regional conferences and meetings on topics related to recruitment, including the national and local trends affecting the recruitment of a qualified health care workforce.

**Program Coordinator** **1994 to 1998**  
Established and managed a client base of 35+ organizations. Provided candidate referrals and technical assistance on methods for successful recruitment of primary care providers. Maintained relationships with professional associations and health professional training programs to facilitate recruitment of needed health professionals. Created and implemented annual marketing plan to attract clinicians to the state. Wrote ad copy and participated in the design of marketing collateral. Created displays and exhibited at local and national trade shows.

**Oxford Health Plan, Nashua, NH** **March to October 1994**  
**Customer Service Associate**  
Provided customer service for health plan members regarding plan benefits, eligibility and medical claims. Processed medical claims at 97% rate of accuracy.

### **EDUCATION**

**Bachelor of Arts Degree, Communications**  
**Notre Dame College, Manchester, NH**

**MANDI GINGRAS**  
Bi-State Primary Care Association  
525 Clinton Street, Bow NH 03304

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**PROFESSIONAL EXPERIENCE**

**Recruitment & Retention Coordinator**

**Bi-State Primary Care Association, Bow, NH**  
February 2014 to Present

Responsible for conducting all recruitment, placement and retention activities to support and enhance the delivery of primary health care in New Hampshire and Vermont with particular emphasis on the needs of medically underserved areas and populations. Providing all candidate referrals and technical assistance for organizations to increase their capacity/knowledge/ability to effectively recruit and retain health professionals. Participating in the development and implementation of statewide strategies to strengthen efforts to recruit and retain health professionals.

**Independent Contractor (OH Recruiter, Workforce Consultant)**

**Bi-State Primary Care Association, Bow, NH**  
January 2007 to January 2014

Workforce Consultant (July 2011- January 2014): The contract as the Oral Health Workforce Consultant involved pipeline development and dentist recruitment. Responsibilities included:

- Developing and maintaining relationships with regional dental schools and pre-dental programs with NH colleges.
- Organizing and conducting presentations to dental students and pre-dental students to promote the field of dentistry and support future recruitment to NH.
- Researching and tracking dentist vacancies in NH and recruiting new clients to utilize recruitment services.
- Providing technical and admin support in the development of a future dental school scholarship program.
- Recruiting NH dentists to the Ambassador Program.

Oral Health Recruiter (January 2007- June 2011): The 4.5 year contract involved setting up a new division of the Recruitment Center in the oral health professional field. Responsibilities as the Oral Health Recruiter included:

- Administrative and marketing implementation to support the development of the oral health program.
  - Conducting research to identify job opportunities for dentists in NH.
  - Providing technical recruitment assistance to clients with dentist vacancies and performing job site visits.
  - Participating in oral health meetings, trade show exhibits and coordinating presentations at dental schools.
  - Recruiting NH dentists to the Ambassador Program and sending communications and quarterly progress summaries to the dentist ambassadors.
  - Facilitating communications, job shadowing and site visits between dental students and dentist ambassadors.
  - Interviewing, screening and matching potential candidates with job opportunities and providing resume development assistance as needed.
  - Providing narrative quarterly reports as required under grant contract.
  - Additional administrative responsibilities included: maintaining recruitment database; setting up and maintaining client and candidate files; designing/preparing and coordinating marketing pieces, direct mail campaigns, advertisements and all outgoing communications; preparing forms and presentation materials; scheduling and coordinating meetings, presentations, exhibits and site visits; researching social networking sites to develop a social marketing plan to enhance recruitment.
-

**Independent Consultant and Team Leader****The Body Shop**

April 2003 to November 2005

Direct Sales Division of multi-channel company offering bath and body products. Leadership role consisted of recruiting and training new consultants and managing team development, while holding both personal and central team sales goals. Coordinated and presented training seminars at monthly team meetings, district team meetings, and district manager meetings on topics such as recruitment, leadership, product knowledge, and direct sales techniques.

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**Independent Design Consultant and Instructor****Custom Corner**

October 2001 to July 2003

Direct Sales company offering fabric, accessories, and custom fabric items. Conducted in-home decorating workshops and seminars. Received training on interior decorating, direct sales techniques, recruitment and leadership skills. In 2002 and 2003, personally conducted corporate training sessions at monthly district meetings and annual national conferences on such topics as recruitment, time management, workshop and sales techniques.

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**ADDITIONAL SKILLS**

Direct experience with website development and management as well as graphic design of marketing materials. Proficient in computer applications and multiple interior design, graphic design and photo enhancing software systems. Experience with social media communications and applications.

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**EDUCATION****Bradley University, Peoria, IL**

1989 - 1990

English major with a minor in Business Management

**Blackburn College, Carlinville, IL**

1988 - 1989

Psychology major with a minor in Written Communication & English

**Continuing Education**

2002 - 2013

National conference, tele-conference, webinars and classroom instruction on business development, sales, recruitment, management and leadership skills.

Certified in Real Estate Staging and ReDesign.

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**Claire Hodgman**  
**525 Clinton Street, Bow, NH 03304**  
**(603) 228-2830 Ext. 115**  
**chodgman@bistatepca.org**

**Objective**

A challenging position, with the opportunity for professional growth based upon performance that will utilize my abilities developed through my education and experience.

**Experience**

**2001 -  
Present**

Bi-State Primary Care Association – New Hampshire Recruitment Center Program  
Concord, NH

**Data and Marketing Coordinator**

Responsible for the successful upgrade of database systems that accurately report data and facilitate the recruitment and retention of providers. Maintain NHRC databases and provide support in the collection of its data. Oversee the NHRC computer system network, including program backups, software research, negotiation and installation, and training for NHRC program. Maintain and report accurate information on the status of candidates and sites to support successful provider placements. Coordinate NHRC marketing activities including the design, layout and development of the newsletter, marketing tools, and advertisements. Research and coordinate advertising opportunities to promote the NHRC program. Coordinate information packets for sites, candidates and members. Assist in the preparation of presentations and conference displays for the NHRC program, designing and coordinating the production of appropriate tools such as placement and vacancy maps. Coordinate, maintain and manage candidate mailings. Assist in the ongoing operations of the NHRC program and the development and implementation of new systems and initiatives. Assist in performing administrative support as necessary.

**1995 - 2001**

Bi-State Primary Care Association – New Hampshire Recruitment Center Program  
Concord, NH

**Administrative Assistant**

Responsible for the daily administrative/operational activities that support the Recruitment Center Program in its effort to recruit and retain primary care providers and other specialties in New Hampshire. Respond to all requests for information (fax, phone, email, and correspondence) from sites and candidates. Maintain accurate information on the status of candidates and sites to ensure successful placements. Tracking and processing of membership dues and charting all relevant information relating to recruitment statistics. Preparing, collating, and mailing of the "NH Recruiter" newsletter. Tracking and generating monthly and yearly statistical and financial reports. Provide maintenance, including backup and technical support for computers and printing equipment. Maintain program databases and files that facilitate the recruitment and retention of providers. Provide administrative support to the NH State Affairs Manager. Assist with the planning and scheduling of all organizational workshops, conferences, and newsletters.

**1993 - 1994**

Olsten Staffing Services  
Bedford, NH

**Temporary Worker**

- Globe Firefighter's Suite, Pittsfield, NH - Responsible for the re-structure of the filing system. Input of various data as assigned. Provided technical support for Lotus users.
- Healthsource, Inc., Hooksett, NH - Responsible for the posting and delivery of all incoming and outgoing mail. Provided technical support to various staff members as assigned.

**1992 - 1993**

Cumberland Farms  
Concord, NH

**Cashier**

- Day to day customer service work. Responsible for handling of monetary transactions. Maintaining a daily inventory and operating the NH State Lottery machine. Participated in the daily upkeep of the premises.

**Education**

**1995**

NH Technical Institute  
Concord, NH

Associate in Science, Major: Business Administration with Specialization in Management

- Graduated with honors. Dean's list: 1992, 1993, 1994, 1995

**References**

Available upon request

## **Abigail Shockley MPH, CPH, CLC**

525 Clinton St, Bow NH 03304 ~ 603-228-2830 ext 128 ~ ashockley@bistatepca.org

### **Educational Experience:**

**University of South Florida, MPH, Maternal and Child Health**  
**Boston University, BS in Health Sciences**

### **Certifications:**

**Certified in Public Health, National Board of Public Health Examiners**  
**Certified Lactation Consultant, National Certification in Lactation Management**  
**Certificate in Nonprofit Financial Management, Nonprofit Leadership Center of Tampa Bay**  
**Certified Health and Safety Instructor, American Red Cross**

### **Relevant Experience:**

#### **Bi-State Primary Care Association**

Bow, NH

*Deputy Director of Policy and Information*

January 2016-Present

- Conduct research on and develop health care systems changes that will favorably impact Bi-State members
- Analyze state and federal legislation, rules, and regulatory changes impacting NH
- Draft testimony, briefs, and position papers relative to community health centers for use by Bi-State members and staff
- Represent Bi-State at community, state, and national meetings.
- Plan and oversee government relations committee and member meetings
- Research, monitor, and analyze commercial insurance, Medicaid, SCHIP and Medicare reimbursement policies
- Provide technical assistance to members on 340B Federal Drug Pricing Program
- Respond to member, state, and federal requests for information and reports
- Develop public policy news, public communications, press releases, and social media
- Supervise the NH Public Policy Administrative Assistant
- Provide guidance and leadership on behavioral healthcare issues impacting Bi-State members
- Participate in statewide initiatives related to behavioral health training needs and parity enforcement
- Provide technical assistance to members seeking FQHC or Look-A-Like status

#### **NH Alcohol and Other Drug Service Providers Association**

Concord, NH

*Executive Director*

September 2012-January 2016

- Establish foundational structures, policies and business plans to promote sustainability of the Association
- Responsible for supporting membership recruitment and retention activities
- Conduct outreach to policy makers and key stakeholders
- Support members in third party contract negotiation and credentialing
- Procure funding to diversify agency funding stream
- Organize and oversee provider trainings and quality improvement projects
- Complete project management and coordination of all efforts of the Association
- Represent the efforts of the Association and its members on the local, state and national level
- Develop strategic member benefits expansion plan and coordinate all aspects of expansion
- Plan and implement activities for fundraising events, annual conference, and training programs
- Cultivate relationships with funders, event sponsors, and community leaders to benefit the Associations goals
- Supervise Association staff and interns, including remote staff and volunteers

#### **Tampa Bay Healthcare Collaborative**

Tampa, FL

*Program Manager*

November 2011-August 2012

- Strengthened and supported Collaborative members in conjunction with the Executive Director
- Analyzed and monitored membership engagement and retention
- Coordinated program details and logistics for quarterly meetings, webinars and other TBHC events
- Facilitated the JUMP Capacity Building Initiative including participant communications, file maintenance, coordination with planning team, and promoting the initiative
- Researched and maintained working knowledge of local and national capacity building initiatives and efforts
- Coordinated with TBHC staff/consultants/members to develop and implement communication strategies, marketing activities and branding efforts
- Managed and updated virtual mediums and collateral materials
- Identified and aided in outreach activities and delivery of community presentations
- Assisted in the development of strategies for model replication
- Assisted with implementing and updating the TBHC strategic plan and other operational documents

**Florida Perinatal Quality Collaborative**

*Research Coordinator*

Tampa, FL  
September 2011-August 2012

- Worked on project funded by March of Dimes grant to implement a quality improvement toolkit
- Ensured maintenance of grant deliverables and complete contract reports as required by the March of Dimes
- Focused on provider, payer and policymaker outreach and influencing administrative level health system changes
- Conducted pilot testing studies with Grand Rounds trainers and medical educators
- Synthesized survey results and literature review findings into comprehensive reports for publication and distribution
- Designed consumer education materials to eliminate non-medically indicated deliveries <39 weeks gestational age

**Healthy Start Coalition of Hardee, Highlands, and Polk Counties**

*Provider Liaison/FIMR Coordinator/Social Marketing Manager*

Bartow, FL  
July 2010-October 2011

- Completed and submitted multiple quantitative and qualitative reports for public health surveillance project
- Drafted promotional program materials such as waiting room literature, legal documentation including consent forms, and e-mail blasts
- Restructured and recruited members for Coalition committees. Increased community and provider meeting attendance rates by 225% for the 2010-2011 fiscal year
- Conducted over 40 presentations to over 30 community partners including medical provider trainings, Healthy Start initiative presentations and Safe Baby Campaign trainings
- Familiar with event planning having assisted with the Coalition annual meeting, awareness month activities, and quarterly general Coalition meeting
- Managed social media sites for Coalition including Facebook, Twitter, and YouTube pages and served as Webmaster for website modifications and daily updates
- Supervised Coalition interns and completed progress reports for internship program requirements
- Created and disseminated meeting announcements, minutes, and agendas for conference calls and committee meetings

**Contracted Experience:**

**Southern New Hampshire University**

*Adjunct Faculty*

Nationwide, US  
June 2013-December 2015

- Teach undergraduate level courses for SNHU College of Online and Continuing Education
- Courses include Principles of Epidemiology, Health Promotion, and SNHU 101
- Design course materials, syllabi, reading schedules, and presentations
- Tailor classroom engagement and content to a diverse array of online learners

**Healthy Start Coalition of Hardee, Highlands and Polk Counties**

*Independent Contractor*

Bartow, FL  
November 2011-July 2012

- Analyzed infant mortality data and synthesized into reports for Coalition use
- Managed social media platforms
- Trained incoming staff on FIMR best practices and provider outreach techniques
- Completed service delivery plan deliverables analysis
- Sought out funding opportunities and completed multitude of grant writing tasks for Coalition programs
- Planned and developed evaluations of Coalition programs and projects

**Kittery Adult Education**

*Contracted Instructor*

Kittery, ME  
December 2009

- Taught healthy living course to GED students
- Independently created course syllabus and planned class curriculum, schedule, and assessment tools using measurable objectives
- Topics taught included teen pregnancy and contraception, STD/AIDS, alcohol and drug use, relationship and communication skills, tobacco use, nutrition and fitness, and other health curriculum subjects

**American Red Cross**

*Health and Safety Instructor*

Statewide, NH  
March 2009-Present

- Conduct statewide Red Cross health and safety trainings
- Complete all required paperwork for processing of training participant certificates
- Manage classrooms of 5-25 students
- Conduct demonstrations and assessments of CPR and First Aid skill sets
- Courses taught include Infant/Child/Adult CPR and First Aid, Bloodborne Pathogens, Babysitter training

**Relevant Volunteer Activity and Professional Development**

**NH Public Health Association**

*Member-at-large Board of Directors  
Vice-President*

Concord, NH  
2015-Present  
2014-2015

**Humane Society of Greater Nashua**

*Member-Board of Trustees  
Strategic Planning Committee-Chair  
Finance Committee  
Development Committee*

Nashua, NH  
2013-2016

**NH Council on Problem Gambling**

*Member-at-large- Board of Directors*

Concord, NH  
2013-Present

**National Organization on Fetal Alcohol Syndrome NH**

*Board Member-Secretary  
Communications Committee  
Grant Manager- March of Dimes training grant*

Concord, NH  
2013-2016

**Young Nonprofit Professionals Network of New Hampshire**

*Visioning Committee*

Statewide, NH  
2013-Present

**American Public Health Association**

*Abstract Reviewer*

2011-Present

**Women's Health Collaborative**

*Free Clinic Surveyor, Research Assistant*

Brandon/Tampa, FL  
September 2011-August 2012

**Young Nonprofit Professionals Network of West Central Florida**

*Co-chair, Co-founder*

Tampa, FL  
January 2011- August 2012

**Tobacco Free Partnership of Polk County**

*Chair*

Polk County, FL  
2011-2012

**Polk Family Caregivers**

*Board Member*

Polk County, FL  
2011-2012

**Speaking Engagements**

- Certificate in Grant Writing Course: NH Providers Association
- Labor Support: Healthy Start Coalition Community Action Group
- Wizpert expert contact for Parenting, Infant, Child, and Adolescent issues
- Smoking Cessation: Polk County School Health Advisory Committee
- Tools in Measurement: University of South Florida Undergraduate Research Methods Class
- Social Media Bootcamp: Healthy Start Coalition

**Research**

Bourgeois, A. Detman, L. (2013). The use of social media forums to encourage interdisciplinary communication between medical residents and public health students

Poster Session: American Public Health Association Annual Meeting: Bourgeois, A. (2011). The impact of breastfeeding duration and exclusivity and its affect on parental coping report

**Awards and Recognition**

**NH Alcohol and Drug Abuse Counselors Association**

*President's Award  
2015*

**New Hampshire Business Review**

*Business Excellence Award  
Nominee, 2013*

**References** available upon request

# BI-STATE PRIMARY CARE ASSOCIATION



SERVING VERMONT & NEW HAMPSHIRE

## BI-STATE PRIMARY CARE ASSOCIATION

### *Position Description*

<b>Title:</b>	Project Coordinator
<b>Reports To:</b>	Director, Recruitment Center
<b>Employment Classification:</b>	Full Time; Salaried; Exempt
<b>Date Last Updated:</b>	Draft - May 2016
<b>Current Incumbent:</b>	To Be Hired

### ***Purpose of the Position:***

The Project Coordinator is responsible for directing all work plan activities related to providing behavioral health and substance use disorder provider referrals to organizations and agencies in the state with identified vacancies. The Project Coordinator will participate with the Bureau of Maternal and Child Health, the Bureau of Drug and Alcohol Services, the Delivery System Reform Incentive Program and the Office of Medicaid Business and Policy in the design and implementation of a statewide workforce development and recruitment plan that meets the expectations found in the Medicaid 115 Transformation Waiver.

### ***General Description:***

Under the supervision of the Recruitment Center Director, and in accordance with Bi-State policies and procedures, the Project Coordinator is responsible for organizing and directing all aspects of Bi-State's work in the design and implementation of a recruitment and social marketing plan that meets the State's requirements.

### ***Essential Duties:***

1. Complete all activities described in the grant work plan on a timely basis.
2. Work collaboratively with the State and other public and private organizations to reach the goals and objectives of the grant.
3. Convene and facilitate meetings of the project team and external stakeholders.
4. Manage and monitor all expenditures within the established grant budget.
5. Complete all grant reporting requirements on a timely basis.
6. Implement methods for ongoing assessment of the behavioral health and substance use disorder work force supply.
7. Provide timely written and oral reports to the Recruitment Center Director on progress toward grant objectives and activities.
8. Develop Memoranda of Agreement with subcontractors and manage subcontractor work as required.

**BI-STATE PRIMARY CARE ASSOCIATION – Position Description**

***Project Coordinator for the HRSA Oral Health Work Force Grant***

Page 2

9. Represent Bi-State and its members at public and private meetings, conferences and other public forums as directed by the Director of the Recruitment Center.
10. Maintain positive internal and external communication with Bi-State's staff, members and Board of Directors.
11. Understand the mission and vision of the organization.
12. Live the values of the organization: learning, integrity, responsiveness and respect.
13. Other duties as assigned by your supervisor and/or the President and Chief Executive Officer and/or the Executive Vice President and Chief Operating Officer.

***Qualifications:***

***Knowledge/Degree/License Requirements:***

1. Four-year baccalaureate degree.
2. Knowledge of primary care, behavioral health and/or substance use disorder work force, provider certification and training programs and recruitment and retention strategies.
3. Grant management experience preferred.
4. Valid United States driver's license.
5. Three to five years of relevant project management experience.

***Skills Requirements:***

1. Possess strong oral and written communication skills.
2. Possess strong computer skills (Word, Excel, PowerPoint).
3. Possess strong people skills to deal with the membership and public.
4. Possess negotiation skills.
5. Ability to manage large projects/grants.
6. Ability to work independently.
7. Ability to work with multiple tasks simultaneously.
8. Ability to be flexible.
9. Ability to provide accurate, timely written reports.
10. Ability to meet deadlines.
11. Ability to maintain strict confidentiality.

***Physical Requirements:***

1. Most time spent sitting, with up to one-third (1/3) of time walking or standing. There are no restrictions on ability to interrupt periods of sitting.
2. Manual dexterity required for typing, filing, etc.
3. Minimal lifting.
4. Vision requirements as appropriate for working on computer and with typed and handwritten materials.
5. Ability to travel statewide and regionally.

***Mental Requirements:***

1. Ability to understand and follow complex instructions.
2. Ability to respond appropriately and professionally to staff and members of the public, in person and on the phone.
3. Ability to interpret data and apply, as needed, to varying uses, such as grant application guidelines.
4. Ability to work well in fast-paced environment, juggle many priorities and handle stress in a professional and positive manner.

**BI-STATE PRIMARY CARE ASSOCIATION – Position Description**

**Project Coordinator for the HRSA Oral Health Work Force Grant**

Page 3

***Working/Environment Conditions:***

1. Climate-controlled office
2. Quiet work environment

***Machines/Equipment/Tools Used:***

1. Computer
2. Telephone
3. Fax machine
4. Copy machine
5. Automobile

Please sign below to acknowledge you have received a copy of this Position Description and that you understand and are willing to fulfill the position as outlined.

\_\_\_\_\_  
Current Incumbent Name (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Current Incumbent Name (Please Print)

\_\_\_\_\_  
Supervisor Name (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Name (Please Print)

**DRAFT**

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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4741 1-800-852-3345 Ext. 4741  
Fax: 603-271-4506 TDD Access: 1-800-735-2964



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

G&C APPROVED  
Date: 6/4/14  
Item # 48

April 30, 2014

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

50% Federal fine  
50% General fine

**REQUESTED ACTION**

sole source

Authorize the Department of Health and Human Services, Division of Public Health Services and Office of Medicaid Business and Policy, to enter into a **sole source** agreement with Bi State Primary Care Association, Vendor #166695-B001, 525 Clinton Street, Bow, NH 03304, in an amount not to exceed \$355,000, to recruit primary care healthcare professionals to medically underserved areas of New Hampshire and to provide oral health professional recruitment services, 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 accounts 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.

05-95-90-901010-7965 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE, RURAL HEALTH & PRIMARY CARE

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2015	103-502664	Contracts for Operational Services	90075001	90,000
SFY 2016	103-502664	Contracts for Operational Services	90075001	90,000
			Sub Total	\$180,000

05-95-47-470010-7937 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: OFC OF MEDICAID & BUSINESS POLICY, MEDICAID ADMINISTRATION

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2015	102-500731	Contracts for Program Services	47000144	85,000
SFY 2016	102-500731	Contracts for Program Services	47000144	90,000
			Sub Total	\$175,000
			Total	\$355,000

### EXPLANATION

**Sole source** approval is requested for this contract. The Department of Health and Human Services has partnered on competitively procured contracts with Bi State Primary Care Association since 2004. They have been the only respondent each time we have procured the required scope of services. Over the past 10 years, they have performed, and continue to perform, very well as our vendor in supporting access to health care services for vulnerable populations. Because of this, a competitive bid likely will not add value to our ability to contract with a qualified vendor nor do we believe it will result in any new bidders coming forward. As such, approval is requested to sole source with Bi State Primary Care Association.

Funds in this agreement will be used to continue recruitment of primary care providers to New Hampshire with particular reference to federally designated underserved areas of the state. Primary care providers are defined as physicians practicing in the specialties of: Internal medicine, pediatrics, family practice, general practice, obstetrics/gynecology, geriatrics, psychiatry, and dentistry, physician assistants, nurse practitioners, certified nurse-midwives, dental hygienists, clinical or counseling psychologists, clinical social workers, licensed professional counselors, and marriage and family therapists.

The Bi-State Primary Care Association will carry out activities to attract primary care providers and oral health professionals to New Hampshire, using federal resources, national publications, targeted mailings, direct recruitment with medical schools/residency programs and other primary care provider educational institutions, and direct contact with practicing providers or students who may be interested in locating in New Hampshire. The Recruitment Center will maintain the statewide primary care provider needs documentation and vacancy tracking system, for both public and private health care agencies and organizations. Staff will also provide technical assistance to communities to retain such providers into underserved areas and to organizations/institutions recruiting primary care providers on the techniques of recruitment and on measures critical for securing a candidate. An increased emphasis on recruiting dentists is in response to the community need for dentists who will treat the increasing number of uninsured patients, and to increase the number of dentists willing to treat Medicaid patients.

The Bi-State Primary Care Association has provided centralized and cost-effective recruiting of healthcare professionals to over 100 sites statewide, including all the publicly funded health centers and community hospitals. Since beginning its operation in 1994, the Bi-State Primary Care Association has successfully placed more than 200 primary care providers with a 99% retention rate. This success sets apart the Bi-State Primary Care Association from other regional and national placement services that have neither the familiarity with the state and its health care needs, nor the time to devote to one-on-one assistance to community agencies, organizations, and providers. Other provider retention activities of the Bi-State Primary Care Association include retaining a pool of "per diem" physicians who will provide short-term relief for isolated physicians or for organizations temporarily without a provider.

For-profit recruiters or physician placement firms charge organizations a base rate of at least \$10,000 per recruited physician or up to 35% of a physician's first year salary. As a non-profit organization Bi-State Primary Care Association is able to provide comparable services at rates that are generally 1/3 less than what is charged by private firms. There is no up-front fee to use Bi-State's services. Bi-State's fee is payable contingent on the successful recruitment of a provider. As a state-

based organization, Bi-State Primary Care Association has a greater knowledge of healthcare provider issues and New Hampshire than do out of state recruiting firms. Centralizing recruitment efforts for the healthcare safety net providers throughout the state is a cost-effective means of recruiting providers for health centers and hospitals unable to afford the costs of many national for-profit recruitment firms. An additional competitive advantage to the Bi-State Primary Care Association is that it does not charge providers looking for employment with the community health centers. This acts as an incentive to providers, and assists with recruitment.

Should Governor and Executive Council not authorize this Request, New Hampshire would become less competitive with neighboring New England States in attracting qualified primary care providers and dentists to provide medical care to our uninsured and underinsured residents. Access to quality primary care and dental services plays a crucial role in meeting patients' needs for preventive health services, acute and chronic illness care, expert coordination and navigation through an increasingly complex health care system.

This Agreement has the option to extend 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 following performance measures will be used to measure the effectiveness of the agreement:

- Increases the supply of primary care and dental providers, and improves recruitment with those areas of need as evidenced by a count of providers using recruitment software.
- Develops a social marketing plan based upon best practices for recruitment for primary care and dental professionals as outlined in the Scope of Services.
- Implements social marketing plan within 45 days of approval of the contract by the Governor and Executive Council.
- Spearheads the implementation and coordination of a work plan for recruiting students from New Hampshire to apply to regional universities and to recruit students to New Hampshire for clinical rotations and to assist these university graduates in locating a practice in an underserved area of the state upon graduation.
- Maintenance of the statewide electronic vacancy tracking system.

Area served: Statewide.

Source of Funds: 50% Federal Funds from the Federal Medical Assistance Program and Title XIX Medicaid Funds, and 50% General Funds.

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

Respectfully submitted,

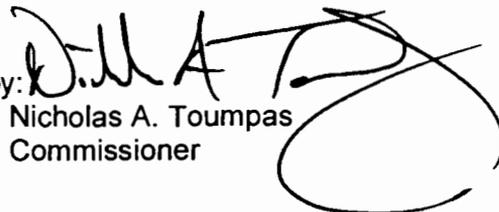


José Thier Montero, MD, MHCDS  
Director, Division of Public Health Services



Kathleen A. Dunn, MPH  
Director, Office of Medicaid Business &  
Policy

Approved by:



Nicholas A. Toumpas  
Commissioner

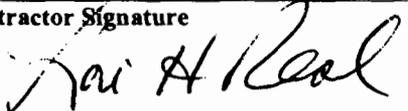
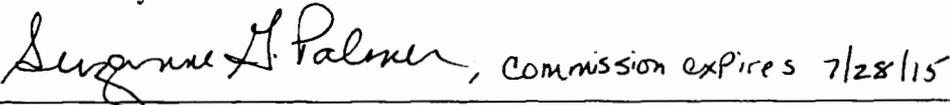
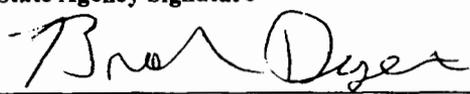
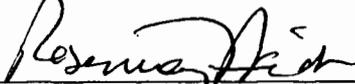
Subject: Primary Care Recruitment and Dental Recruitment Contract

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> NH Department of Health and Human Services Division of Public Health Services		<b>1.2 State Agency Address</b> 29 Hazen Drive Concord, NH 03301-6504	
<b>1.3 Contractor Name</b> Bi State Primary Care Association		<b>1.4 Contractor Address</b> 525 Clinton Street Bow, NH 03304	
<b>1.5 Contractor Phone Number</b> 603-229-1852	<b>1.6 Account Number</b> 05-95-90-901010-7965-103-502664; 05-95-47-470010-7937-102-500731	<b>1.7 Completion Date</b> 06/30/2016	<b>1.8 Price Limitation</b> \$355,000
<b>1.9 Contracting Officer for State Agency</b> Brook Dupee, Bureau Chief		<b>1.10 State Agency Telephone Number</b> 603-271-4501	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Lori H. Real, MHA, Chief Operating Officer	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Merrimack</u> On <u>4/23/14</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.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal]  Commission expires 7/28/15			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Suzanne G. Palmer			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Brook Dupee, Bureau Chief	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  On: <u>5-14-14</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

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

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

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

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

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

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

**8. EVENT OF DEFAULT/REMEDIES.**

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

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

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

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

**14. INSURANCE.**

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

Contractor Initials:                       
Date: 4/23/14

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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



## Exhibit A

### SCOPE OF SERVICES

#### 1. Project Description

The mission and function of the Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS), Rural Health and Primary Care (RHPC) section is to support communities and stakeholders that provide innovative and effective access to quality health care services with a focus on the low income, uninsured, and Medicaid populations of New Hampshire. The purpose of this project is to perform recruitment and retention activities to increase the number of primary care providers providing comprehensive health care to the state's Medicaid, Medicare, uninsured, underinsured, and vulnerable populations. The area to be served is statewide. Primary care provider is defined as practicing physicians in internal medicine, pediatrics, family practice, general practice, obstetrics/gynecology, and geriatrics; physician assistants; nurse practitioners; certified nurse-midwives; psychiatrists; dentists; dental hygienists; clinical or counseling psychologists; clinical social workers; licensed professional counselors; and marriage and family therapists.

#### 2. Required Activities

- 2.1 Administer the New Hampshire Recruitment Center to assure successful recruitment and retention of primary care providers throughout the state with a specific emphasis on those areas of the state that are federally designated underserved areas. Those designations are: Health Professional Shortage Area (HPSA), Dental Health Professional Area (DHPSA), Mental Health Professional Area (MHPSA), Medically Underserved Areas (MUA), and Medically Underserved Population (MUP).
- 2.2. Within 45 days of contract approval, provide an updated work plan to enhance recruitment and retention of new primary care providers to New Hampshire. Activities in the Division of Public Health Services' work plan should be coordinated with, but not duplicative of, those activities included in the Office of Medicaid Business & Policy's (OMBP) work plan.
- 2.3. Carry out activities to attract primary care providers to New Hampshire and to promote New Hampshire practice opportunities, using federal resources, national publications, targeted mailings, direct recruitment with dental schools/residency programs and other dental provider educational institutions, and direct contact with practicing providers or students who may be interested in locating New Hampshire.
- 2.4. Within 45 days of contract approval, develop a written social marketing plan to enhance recruitment and retention of new primary care providers to New Hampshire. Activities in DPHS marketing plan should be coordinated with, but not duplicative of, those activities included in OMBP's work plan.

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## Exhibit A

- 2.5. Assist in the development and coordination of training programs, preceptorships, and rotations for primary care providers and students, using public and private providers, agencies and facilities in the state.
- 2.6. Provide technical assistance to communities and to organizations/institutions recruiting primary care providers on the techniques of recruitment and on measures critical for securing a candidate.
- 2.7. Maintain a fee schedule for services offered by the Recruitment Center. DPHS must approve in writing the fee schedule and any revisions during the contract period. The fee schedule shall include provision for reduced rate fees from entities in underserved areas.
- 2.8. Collaborate with the New Hampshire Medical Society, New Hampshire Hospital Association, Area Health Education Centers (AHECs), and other relevant professional provider organizations in the state to assure coordination in carrying out the Scope of Services.
- 2.9. Use the data collected from the Health Professions Workforce Data Center (e.g. common medical schools/training programs) to better focus and strengthen marketing efforts for recruitment purposes.
- 2.10. The Contractor shall participate in activities designed to establish a supportive link between the practitioners and an academic institution and its health professions students.

### 3. Compliance and Reporting Requirements

#### 3.1. Staffing Provisions

- A. The Contractor shall notify the RHPC Section in writing within one (1) month of hire when a new director, program manager, or program assistant is hired to work in the program. A resume of the employee shall accompany this notification.
- B. The Contractor must notify the RHPC Section in writing of vacancies extending past (3) months in any of the following positions: program director, program manager, and/or program assistant. This notification may be done through a budget revision.
- C. The RHPC Section must be notified in writing if, at any time, a site funded under this agreement does not have adequate staffing to perform all required services for more than one (1) month.

#### 3.2 Meetings and Trainings

The Contractor shall participate in meetings and discussions centered on community development of primary care systems as requested by the RHPC Section.

#### 3.3 Data Requirements

- A. Maintain the statewide primary care provider needs documentation and vacancy tracking system, for both public and private health care agencies and organizations.

*[Handwritten Signature]*



## Exhibit A

- B. Utilize the Health Resources and Services Administration (HRSA) recruitment software system, "Practice Sights," to identify health professional vacancies and match them with prospective candidates.

### 3.4 Compliance Requirements

- A. The contractor is responsible for compliance with all relevant state and federal laws.
- B. The contractor shall carry out the work as described in the performance work plan submitted with the proposal and approved by DPHS.
- C. DHHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DHHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
- D. All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DPHS before printing, production, distribution or use.
- E. The contractor shall credit DHHS on all materials produced under this contract following the instructions outlined in Exhibit C, Section 13 Credits.
- F. If a subcontracted agency or provider provides services required for compliance with this exhibit, DPHS must be notified in writing prior to initiation of the subcontract. In addition, any subcontractor(s) must be held responsible to fulfill all relevant requirements included in this exhibit as outlined in Exhibit C, Section 16 Subcontractors.

### 3.5 Reporting Requirements

- A. The contractor shall provide DPHS quarterly reports on the status of activities of the Recruitment Center within 20 days of the quarter's end.
- B. The contractor shall provide to DPHS a summary annual report on the status of the activities of the Recruitment Center within 45 days of the state fiscal year end.

## 4. Performance Measures

- 4.1. The percentage of primary care providers recruited to practice within areas of need as evidenced by count of providers using recruitment software.
- 4.2. Approval by the DPHS of a social marketing plan based upon best practices for recruitment for primary care providers as outlined.
- 4.3. Implementation of social marketing plan within 45 days of approval of the contract by the Governor and Executive Council.



## Exhibit A

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- 4.4. Submission of reports from the statewide electronic vacancy tracking system that include:
- The number of contacts with primary care professionals broken out by provider type and source of the referrals;
  - The number of primary care providers recruited to the State;
  - The names of primary care providers recruited to the state to include their name, practice location, provider type, the date placed and the source of the referral;
  - The name of primary care providers who decline a placement and the reason(s) provided by the primary care providers for the decline.
- 4.5. Number of type of units of technical assistance consultations provided to local community agencies:
- 4.6. Financial management and oversight of the contract
- Contractor includes information on the contract budget and any budget variances in the quarterly report.

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## Exhibit A-1

# SCOPE OF SERVICES

## 1. Project Description

The mission of the New Hampshire Department of Health and Human Services, Office of Medicaid Business and Policy (OMBP) is to establish and maintain a health services delivery system for New Hampshire Medicaid beneficiaries within federal, state and local regulations focused on promoting health and Wellness. The primary purpose is to perform recruitment and retention activities to increase the number of dental providers providing comprehensive, oral health care to eligible Medicaid recipients as mandated by Title XIX Medicaid regulations. The area to be served is statewide. Dental provider is defined as a general dentist, pediatric dentist and or orthodontist.

## 2. Required Activities

- 2.1. Administer the New Hampshire Recruitment Center to assure successful recruitment and retention of dental providers (including general and pediatric dentists, dental sub-specialists and orthodontists) throughout the State with a specific emphasis on those parts of the federally designated underserved areas of the State, including those areas of the State where analysis indicates a lower than average utilization of dental services by Medicaid enrolled children and a lower than average supply of dentists and orthodontists serving children enrolled in the Medicaid program.
- 2.2. Within 45 days of contract approval, provide an updated work plan to enhance recruitment and retention of new dental providers to New Hampshire. Activities in the Office of Medicaid Business & Policy's work plan should be coordinated with but not duplicative of those activities included in the Division of Public Health Services' work plan.
- 2.3. Carry out activities to attract dental providers to New Hampshire and to promote New Hampshire practice opportunities among dentists, using federal resources, national publications, targeted mailings, direct recruitment with dental schools/residency programs and other dental provider educational institutions, and direct contact with practicing providers or students who may be interested in locating New Hampshire.
- 2.4. Within 45 days of contract approval, develop a written social marketing plan to enhance recruitment and retention of new dental providers to New Hampshire. Activities in OMBP's marketing plan should be coordinated with but not duplicative of those activities included in DPHS work plan.

*RHE*

4/23/14



## Exhibit A-1

- 2.5. Assist in the development and coordination of training programs, preceptorships and rotations for dental providers and students, using public and private providers, agencies and facilities in the state.
- 2.6. Provide technical assistance to communities and to organizations/institutions recruiting dental providers on the techniques of recruitment and on measures critical for securing a candidate.
- 2.7. Collaborate with the DHHS dental director, to assist in the recruitment of existing and new dentists capable of providing comprehensive dental care for Medicaid eligible children.
- 2.8. Maintain a relationship with a New Hampshire licensed dentist to support the implementation of the marketing plan and the marketing of the recruitment service to dental practices.
- 2.9. Maintain a fee schedule for services offered by the Recruitment Center. OMBP must approve in writing the fee schedule and any revisions during the contract period. The fee schedule shall include provision for reduced rate fees from entities in underserved areas.
- 2.10. Collaborate with the New Hampshire Dental Society, the DPHS Oral Health Program and other relevant professional care provider organizations and the state, and to assure coordination in carrying out this Scope of Services.

### 3. Compliance and Reporting Requirements

- 3.1. Compliance Requirements
  - A. The contractor is responsible for compliance with all relevant state and federal laws.
  - B. The contractor shall carry out the work as described in the performance work plan submitted with the proposal and approved by the Office of Medicaid Business and Policy
  - C. DHHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DHHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
  - D. All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DPHS before printing, production, distribution or use.
  - E. The contractor shall credit DHHS on all materials produced under this contract following the instructions outlined in Exhibit C, Section 13 Credits.
  - F. If a subcontracted agency or provider provides services required for compliance with this exhibit, OMBP must be notified in writing prior to initiation of the subcontract. In addition, any subcontractor(s) must be held responsible to fulfill all relevant requirements included in this exhibit as outlined in Exhibit C, Section 16 Subcontractors.

*RHR*

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## Exhibit A-1

### 3.2. Reporting Requirements

- A. The contractor shall provide OMBP quarterly reports on the status of activities of the Recruitment Center within 20 days of the quarters end.
- B. The contractor shall provide to OMBP a summary annual report on the status of the activities of the Recruitment Center within 45 days of the state fiscal year end.

## 4. Performance Measures

- 4.1. Increase the supply of dental providers and improves recruitment with those areas of need as evidenced by count of providers using recruitment software.
- 4.2. Contractor develops a social marketing plan based upon best practices for recruitment for dental professionals as outlined.
- 4.3. Contractor implements social marketing plan within 45 days of approval of the contract by the Governor and Executive Council.
- 4.4. Contractor spearheads the implementation and coordination of a work plan for recruiting students from New Hampshire to apply to University of New England and to recruit students to New Hampshire for clinical rotations and to assist these university graduates in locating a practice in an underserved area of the state upon graduation.
- 4.5. Contractor includes information on recruiting initiatives undertaken during the contract period in the quarterly and final reports to the OMBP.
- 4.6. Maintenance of the statewide electronic vacancy tracking system:
  - o The number of contacts with dental professionals broken out by general practice, pediatric dentists, sub-specialists and orthodontists and source of the referrals;
  - o The number of dentists recruited to the State;
  - o The names of dentists recruited to the state to include their name, practice location, provider type, the date placed and the source of the referral;
  - o The name of dentists who decline a placement and the reason(s) provided by the dentist for the decline.
- 4.7. Provision of technical assistance consultations to local community agencies
  - o Contractor includes information on the number and type of consultations provided under the auspices of this contract in the quarterly and final reports to OMBP.
- 4.8. Financial management and oversight of the contract
  - o Contractor includes information on the contract budget and any budget variances in the quarterly report.

*[Handwritten Signature]*



**Exhibit B**

**Method and Conditions Precedent to Payment**

1) Funding Sources:

a. \$180,000 = 50% federal funds from the Federal Medical Assistance Program, CFDA #93.778, and 50% general funds.

b. \$175,000 = 50% federal funds from the Title XIX Medicaid Funds, CFDA #93.778, and 50% General Funds.

\$355,000

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 invoices must be submitted as follows:

i. Primary Care Recruitment invoices to:

Department of Health and Human Services  
Division of Public Health Services  
Email address: [DPHScontractbilling@dhhs.state.nh.us](mailto:DPHScontractbilling@dhhs.state.nh.us)

ii. Oral Health Recruitment invoices to:

Department of Health and Human Services  
Office of Medicaid Business and Policy  
129 Pleasant Street  
Concord, NH 03301  
Attn: Kathleen A. Dunn, MPH  
Associate Commissioner, Medicaid Director

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 SFY 2016 Budgets and Exhibit B-2 – SFY 2015 and 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

Exhibit B – Methods and Conditions Precedent to Payment\_Contractor Initials 



## Exhibit B

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 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.

Exhibit B – Methods and Conditions Precedent to Payment\_Contractor Initials

*[Handwritten Signature]*

**Exhibit B-1 (SFY 2015)  
Primary Care Recruitment  
Budget Form**

**New Hampshire Department of Health and Human Services**

**Bidder/Contractor Name:** Bi State Primary Care Association

**DHHS Primary Care Provider Recruitment -  
Budget Request for:** DPHS/RHPC  
*(Name of RFP)*

**Budget Period:** SFY 2015

1. Total Salary/Wages	\$ 61,138.00	\$ 3,057.00	\$ 64,195.00	5% of direct line
2. Employee Benefits	\$ 14,062.00	\$ 703.00	\$ 14,765.00	5% of direct line
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ 4,091.00	\$ 4,091.00	5% of total direct expenses
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 6,618.00	\$ 331.00	\$ 6,949.00	5% of direct line item
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 81,818.00</b>	<b>\$ 8,182.00</b>	<b>\$ 90,000.00</b>	

**Indirect As A Percent of Direct**

10.0%

Exhibit B-1 (SFY 2015) - Primary Care Recruitment Budget

Contractor Initials: \_\_\_\_\_

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Date: \_\_\_\_\_

4/23/14

**Exhibit B-1 (SFY 2016)  
Primary Care Provider Recruitment  
Budget Form**

**New Hampshire Department of Health and Human Services**

**Bidder/Contractor Name:** Bi State Primary Care Association

**DHHS Primary Care Provider Recruitment -  
Budget Request for:** DPHS/RHPC  
*(Name of RFP)*

**Budget Period:** SFY 2016

1. Total Salary/Wages	\$ 62,971.00	\$ 3,149.00	\$ 66,120.00	5% direct line item
2. Employee Benefits	\$ 14,483.00	\$ 724.00	\$ 15,207.00	5% of direct line item
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ 4,091.00	\$ 4,091.00	5% of total direct expenses
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 4,363.00	\$ 219.00	\$ 4,582.00	5% of direct line item
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 81,817.00</b>	<b>\$ 8,183.00</b>	<b>\$ 90,000.00</b>	

**Indirect As A Percent of Direct**

10.0%

Exhibit B-1 (SFY 2016) - Primary Care Recruitment Budget

Contractor Initials: \_\_\_\_\_

CH/DHHS/011414

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Date: \_\_\_\_\_

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*Handwritten date: 4/23/14*

**Exhibit B-2 (SFY 2015)  
Oral Health Recruitment  
Budget Form**

**New Hampshire Department of Health and Human Services**

**Bidder/Contractor Name:** Bi State Primary Care Association

**Budget Request for:** DHHS Oral Health Provider Recruitment - OMBP  
(Name of RFP)

**Budget Period:** SFY 2015

1. Total Salary/Wages	\$ 39,418.00	\$ 1,971.00	\$ 41,389.00	5% of direct line item
2. Employee Benefits	\$ 9,066.00	\$ 453.00	\$ 9,519.00	5% of direct line item
3. Consultants	\$ 19,675.00	\$ 984.00	\$ 20,659.00	5% of direct line item
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 540.00	\$ 27.00	\$ 567.00	5% of direct line item
6. Travel	\$ 1,994.00	\$ 99.00	\$ 2,093.00	5% of direct line item
7. Occupancy	\$ -	\$ 3,864.00	\$ 3,864.00	5% of total direct expenses
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 6,580.00	\$ 329.00	\$ 6,909.00	5% of direct line item
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 77,273.00</b>	<b>\$ 7,727.00</b>	<b>\$ 85,000.00</b>	

**Indirect As A Percent of Direct**

**10.0%**

Exhibit B-2 (SFY 2015) - Oral Health Recruitment Budget

Contractor Initials:                     

CH/DHHS/011414

Page 1 of 1

Date:                     

                      
                      
4/23/14

**Exhibit B-2 (SFY 2016)  
Oral Health Provider Recruitment  
Budget Form**

**New Hampshire Department of Health and Human Services**

**Bidder/Contractor Name:** Bi State Primary Care Association

**Budget Request for:** DHHS Oral Health Provider Recruitment - OMBP  
(Name of RFP)

**Budget Period:** SFY 2016

1. Total Salary/Wages	\$ 45,591.00	\$ 2,280.00	\$ 47,871.00	5% of direct line item
2. Employee Benefits	\$ 10,486.00	\$ 524.00	\$ 11,010.00	5% of direct line item
3. Consultants	\$ 16,322.00	\$ 816.00	\$ 17,138.00	5% of direct line item
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 700.00	\$ 35.00	\$ 735.00	5% of direct line item
6. Travel	\$ 2,146.00	\$ 107.00	\$ 2,253.00	
7. Occupancy	\$ -	\$ 4,084.00	\$ 4,084.00	5% of total direct expenses
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 6,580.00	\$ 329.00	\$ 6,909.00	5% of direct line item
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 81,825.00</b>	<b>\$ 8,175.00</b>	<b>\$ 90,000.00</b>	

Indirect As A Percent of Direct

10.0%

Exhibit B-2 (SFY 2016) - Oral Health Recruitment Budget

Contractor Initials:                     

CH/DHHS/011414

Page 1 of 1

Date:                     

*Handwritten initials and date:*  
Contractor Initials:                       
Date: 4/23/14



**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;

*JHC*

4/23/14



- 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.

*[Handwritten Signature]*



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

*JML*  
Date 4/23/14



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.

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Exhibit C-1

**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

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

3. Extension:

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

4. Insurance

Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 Comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and umbrella excess liability coverage in the amount of \$1,000,000 per occurrence, and

*KH*



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

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4/23/14



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

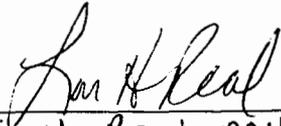
Place of Performance (street address, city, county, state, zip code) (list each location)

525 Clinton Street  
Bow, NH 03304

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

Contractor Name: Bi State Primary Care Association

Date 4/23/14

  
Name: Lori H. Real, MHA, ~~MD~~  
Title: Chief Operatry Officer

Contractor Initials   
Date 4/23/14



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

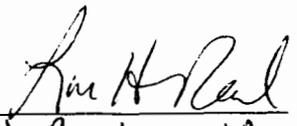
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Contractor Name: Bi State Primary Care Association

4/23/14  
Date

  
Name: Lori H. Real, MHA  
Title: Chief Operating Officer



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

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4/23/14



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

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

**PRIMARY COVERED TRANSACTIONS**

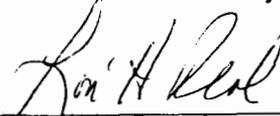
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name: Bi State Primary Care Association

4/23/14  
Date

  
Name:  Lori H. Real, MHA  
Title: Chief Operating Officer

Contractor Initials   
Date 4/23/14



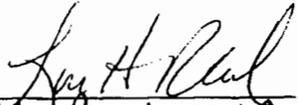
**CERTIFICATION REGARDING**  
**THE AMERICANS WITH DISABILITIES ACT COMPLIANCE**

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: Bi State Primary Care Association

4/23/14  
Date

  
Name: Lori H. Real, MHA  
Title: Chief Operating Officer

  
Contractor Initials  
Date 4/23/14