



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4535 1-800-852-3345 Ext. 4535
Fax: 603-271-4506 TDD Access: 1-800-735-2964



SOLE SOURCE

January 14, 2013

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

REQUESTED ACTION

100% FED

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Population Health and Community Services, Chronic Disease Prevention and Screening Section, Oral Health Program to enter into a **sole source** agreement with Bi-State Primary Care Association, Inc. (Vendor #166695-B001), 525 Clinton Street, Bow, NH 03304, in an amount not to exceed \$939,017.00 to provide access to oral health care for children and adults living in federally designated Dental Health Professional Shortage Areas in rural New Hampshire, to be effective January 1, 2013 or date of Governor and Council approval, whichever is later, through August 31, 2015. Funds are available in the following account for SFY 13, and are anticipated to be available in SFY 14, SFY 15 and SFY 16 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts if needed and justified between State Fiscal Years.

05-95-90-902010-2215 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, ORAL HEALTH GRANT

| Fiscal Year | Class/Object | Class Title | Job Number | Total Amount |
|-------------|--------------|--------------------------------|--------------|---------------------|
| SFY 13 | 102-500731 | Contracts for Program Services | 90080500 | \$377,954.00 |
| SFY 14 | 102-500731 | Contracts for Program Services | 90080500 | \$311,752.00 |
| SFY 15 | 102-500731 | Contracts for Program Services | 90080500 | \$215,146.00 |
| SFY 16 | 102-500731 | Contracts for Program Services | 90080500 | \$34,165.00 |
| | | | Total | \$939,017.00 |

EXPLANATION

This is a sole source contract with Bi-State Primary Care Association, Inc. This agency was identified as the specific performer of the activities in this contract in an approved and awarded federal grant. Bi-State Primary Care Association, Inc. is recognized as the leading expert in recruiting the oral health workforce for Federally Qualified Health Centers in Vermont and New Hampshire, and is uniquely qualified to bring more dental professionals to rural areas in designated Dental Health Professional Shortage Areas in New Hampshire.

New Hampshire data show that significant geographic oral health disparities exist within the state with northernmost Coos County indicating consistently worse oral health outcomes when compared with other counties. In 2009, Coos County third-grade students had the highest rate of untreated decay (31% compared with 12% statewide), and only 24% of students had dental sealants (compared with 60% statewide). Among adults 65 years and older, 29% were edentulous (without teeth) compared to 19% statewide. By increasing the number of dental facilities in Dental Health Professional Shortage Areas, we will reduce oral health disparities caused by a lack of dental providers in these areas, especially in Coos and northern Grafton counties.

Funds in this agreement will be used by Bi-State Primary Care Association, Inc. to improve access to oral health care for New Hampshire's underserved rural residents by supporting the establishment of dental centers in three Federally Qualified Health Centers in Coos and northern Grafton counties, and in Laconia. These providers will deliver preventive oral health services to low-income, uninsured children and adults, and people enrolled in New Hampshire Medicaid and Medicare in a setting that integrates oral health care with total health care. Increasing oral health services will result in fewer people seeking relief of dental pain and infection in hospital emergency departments and make rural adult residents more employable and school children more ready to learn with fewer days missed from work and school. Care coordination managed through preventive dental programs and the new dental centers will link children to "dental homes" and assure that they have access to the dental treatment they need. Preventive oral health services will be provided through school-based sealant programs and on-site oral health education to families enrolled in the Head Start and the Women, Infants and Children programs. School-based sealant programs have been shown to reduce dental decay on the chewing surfaces of back teeth by 60% at a cost savings over five-years of up to \$487 per tooth. On-site oral health education provided to parents and the delivery of preventive services, such as sealants and fluoride varnish, will improve the oral health of very young children at-risk for dental disease and avert costly hospital operating room treatment for very young children with extensive dental decay.

Over the three-year project period, funds will be used to:

- Create new dental facilities in three Federally Qualified Health Centers in Coos and northern Grafton counties, and in Laconia by purchasing and installing dental equipment, and recruiting dental professionals;
- Purchase portable dental equipment to deliver preventive oral health services to children enrolled in Head Start, the Women, Infants and Children program, and students in schools in Coos and northern Grafton counties, and in Laconia;
- Convene educational sessions on operational and clinical topics to increase the knowledge of new dental providers and staff, and provide technical assistance from dental management experts to assure long term financial sustainability of new dental facilities and school-based programs, and;
- Develop a system for recruiting New Hampshire college students to attend the new College of Dental Medicine at the University of New England. This is the first dental school in northern New England and the second dental school in the country established for the purpose of preparing dentists with the skills to care for underserved populations, and to assure a future supply of dental providers for rural New Hampshire.

Should Governor and Council not authorize this Request, low-income, uninsured children and adults, and people enrolled in New Hampshire Medicaid and Medicare living in Coos and northern Grafton counties, and in Laconia will continue to lack access to dental care. They will continue to seek relief of dental pain and infection in hospital emergency departments where treatment is costly and doesn't resolve the dental problem.

This is the initial agreement with this Contractor for these services.

The attached performance measures will be used to measure the effectiveness of the agreement.

This agreement has the option to renew for one (1) year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Area served: Coos and northern Grafton Counties, and the City of Laconia.

Source of Funds: 100% Federal Funds from U.S. Department of Health and Human Services, Health Resources and Services Administration.

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
Director

Approved by:



Nicholas A. Toumpas
Commissioner

JTM/NM/nm

Access to oral health care for children and adults living in federally designated Dental Health Professional Shortage Areas in rural New Hampshire

Performance Measures

State Fiscal Years 2013 - 2016

For Federally Qualified Health Centers:

- By August 31, 2014 the Contractor shall establish baseline data on:
 - The number of children ages 0-5 years who receive preventive and restorative care in the new dental facilities; and
 - The number of clients ages 6-19 years and adult clients 19 years and older who receive a preventive and a restorative oral health service.
- Increased access to oral health care will be measured in each subsequent year of the contract by:
 - A 10% increase in the number of children 0-5 years who receive preventive and restorative care in a new dental facility; and
 - A 10% increase in the number of children 6-19 and adult clients 19 and older who receive a preventive and a restorative dental service.

For school-based oral health programs:

- By August 31, 2014 the Contractor shall establish baseline data on the number of 2nd and 3rd grade students screened with:
 - At least one dental sealant on a molar tooth;
 - Untreated decay; and
 - A history of decay.
- Improved children's oral health will be measured in subsequent years of the contract by:
 - An increase in the number of students screened with at least one dental sealant on a molar tooth;
 - A decrease in the number of children screened with untreated decay; and
 - A decrease in the number of students screened with a history of decay.

For programs that serve very young children and their families:

- By August 31, 2014 the Contractor shall survey parents and staff in primary care centers, Head Start and Women, Infants and Children programs, and child care facilities to establish baseline knowledge on the importance of:
 - Children's oral health as part of their total health;
 - Fluoride varnish application;
 - The first dental visit by one year of age; and
 - Identifying a "dental home."
- By August 31, 2016 the Contractor shall survey parents and staff in primary care centers, Head Start and Women, Infants and Children programs, and child care facilities to measure increased knowledge on the importance of children's oral health, fluoride varnish application, the first dental visit by age one year and identifying a "dental home."

Subject: Funds in this agreement will be used by Bi-State Primary Care Association, Inc. to improve access to oral health care for New Hampshire's underserved rural residents by supporting the establishment of dental centers in three Federally Qualified Health Centers in Coos and northern Grafton counties and in Laconia.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|------------------------------------------------------------------------------------------------|--------------------------------------------------|
| 1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services | | 1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504 | |
| 1.3 Contractor Name <i>Bi-Stat Primary Care Association</i> | | 1.4 Contractor Address <i>525 Clinton Street Bow, NH 03304</i> | |
| 1.5 Contractor Phone Number <i>603 228-2830</i> | 1.6 Account Number 05-95-90-902010-2215-102-500731 | 1.7 Completion Date <i>8/31/15</i> | 1.8 Price Limitation <i>939,017.00</i> |
| 1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief | | 1.10 State Agency Telephone Number 603-271-4501 | |
| 1.11 Contractor Signature <i>Lisa Kuenning</i> | | 1.12 Name and Title of Contractor Signatory <i>Tess Kuenning, Executive Director</i> | |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merimack</u> On <u>2/1/12</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Suzanne H. Palmer</i> | | | |
| 1.13.2 Name and Title of Notary or Justice of the Peace | | | |
| 1.14 State Agency Signature <i>Lisa L. Bujno</i> | | 1.15 Name and Title of State Agency Signatory Lisa L. Bujno, Bureau Chief | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>James P. Herrick</i> <i>James P. Herrick, Attorney</i> On: <i>15 Jun. 2013</i> | | | |
| 1.18 Approval by the Governor and Executive Council By: _____ On: _____ | | | |

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

7. PERSONNEL.

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

Contractor Initials: TS
Date: 12/7/12

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: fgu
Date: 12/7/12

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

NH Department of Health and Human Services

**Exhibit A
Scope of Services**

Grant to States to Support Oral Health Workforce Activities

CONTRACT PERIOD: January 1, 2013 or date of G&C approval, whichever is later, through August 31, 2015

CONTRACTOR NAME: Bi-State Primary Care Association, Inc.

**ADDRESS: 525 Clinton Street
Bow, NH 03304**

**Recruitment Center Director: Stephanie Pagliuca
TELEPHONE: (603) 228- 2830 ext. 111**

The Contractor shall:

Increase the number of low-income children and adults living in Dental Health Professional Shortage Areas receiving oral health care in Federally Qualified Health Centers and school-based preventive dental programs, by increasing the number of dental centers and increasing the number of school-based dental programs.

Required Services:

A. To purchase and install required equipment, the Contractor shall:

1. Develop and execute Memoranda of Agreements with three Federally Qualified Health Centers located in Dental Health Professional Shortage Areas in rural New Hampshire. These agreements will result in the purchase and installation of equipment which includes portable and fixed dental units, and telemedicine equipment. Federally Qualified Health Centers will purchase the equipment and be reimbursed by the contractor.
2. Develop and execute a Memorandum of Agreement with the University of New England College of Dental Medicine to result in the purchase and installation of two dental units to be used to train future dental students recruited from New Hampshire. The University of New England College of Dental Medicine will purchase the equipment and be reimbursed by the contractor.

B. To assure long-term financial stability of new dental programs, the Contractor shall:

1. Develop business and evaluation plans for new dental centers in three Federally Qualified Health Centers through a contract with an experienced dental management organization.

C. To increase preventive service delivery for school-based oral health programs in rural Dental Health Professional Shortage Areas (DHPSAs), the Contractor shall:

1. Develop an implementation and outreach plan that includes care coordination and measure processes that will overtime achieve the desired outcome of improved oral health for children and adults in DHPSAs.
2. The plan will result in the following performance measures:
 - a. Increase the number of second and third grade students who receive protective dental sealants on their molar teeth;
 - b. Increase the number of staff and parents from Head Start, WIC and child care programs that have increased knowledge of the importance of children's oral health, early intervention protocols, fluoride varnish application and referrals to "dental homes" for restorative care;

- c. Increase outreach to primary care practices that results in increased numbers of staff and parents that have increased knowledge of the importance of children's oral health, early intervention protocols, fluoride varnish application, and referrals to "dental homes" for restorative care
- d. Increase the number of children ages 0-5 years that receive preventive and restorative care in a new dental facility; and
- e. Improve data collection, reporting, and program evaluation of school-based programs,

Deliverables:

- One written implementation and outreach plan;
- Survey results indicating an increased number of staff and parents from Head Start, WIC and child care programs that understand the importance of children's oral health, early intervention protocols, fluoride varnish application and referrals to "dental homes" for restorative care;
- Convene annual meetings with staff at Federally Qualified Health Centers in rural New Hampshire to review barriers faced by new dental centers and facilitate peer to peer learning opportunities;
- Produce marketing materials to inform oral health stakeholders about new services provided by rural Federally Qualified Health Centers and the value of integrating oral health into primary care;
- Data indicating an increase in the number of children ages 0-5 years that received preventive and restorative care in a new dental facility;
- Data indicating the number and percent of second and third grade students with untreated caries, and with caries experience and;
- Data indicating the number and percent of second and third grade students with existing dental sealants on their molar teeth and with dental sealants applied in school.

D. To assure the availability of oral health workforce the Contractor shall:

1. Assist two Federally Qualified Health Centers in rural New Hampshire to recruit two (2) dentists for new dental centers;
2. Assist the Federally Qualified Health Center in the Lakes Region to recruit three (3) volunteer dental professionals to work in the school wellness center;
3. Assure that two (2) Federally Qualified Health Centers in rural New Hampshire will have the capacity as training sites to accept dental students from the University of New England's new College of Dental Medicine;
4. Conduct two (2) recruitment events for students from the University of New England's new College of Dental Medicine to promote New Hampshire externship training sites in rural Federally Qualified Health Centers.

Deliverables:

- Two (2) dentists recruited to new dental centers in rural FQHCs in NH;
- Three (3) volunteer dental professionals recruited to the school-based wellness center in the Lakes Region;
- Two (2) rural FQHCs designated as training centers for UNE, College of Dental Medicine;
- Two (2) recruitment events conducted for students from the University of New England's new College of Dental Medicine.

E. To assure effective and efficient dental service delivery to rural underserved populations, the Contractor shall:

1. Increase knowledge among rural safety net dental providers on topics related to operational and clinical effectiveness and efficiency;
2. Increase knowledge among rural safety net dental providers and staff from the University of New England College of Dental Medicine on topics related to dental student recruitment and preparation of student training sites in NH.

Deliverables:

- Convene three (3) educational sessions
- Convene two (2) meetings each year

F. To keep the DPHS Oral Health Program informed on project progress, the Contractor shall:

1. Use the work plan to provide monthly written project updates for the Division of Public Health Services, Oral Health Program Manager;
2. Convene monthly meetings with the Division of Public Health Services, Oral Health Program Manager for the purpose of evaluating project progress and adjusting course when appropriate;
3. Produce a Final Project Report within 60 days of the end of the project period. The Final Report will describe project outcomes for each of the objectives outlined in the project work plan. The report will also describe project successes and barriers encountered that prevented reaching projected targets for work plan objectives.

Deliverables:

- A completed work plan;
- A schedule of monthly meetings for the project period and;
- A Final Report detailing project outcomes and barriers to success.

I understand and agree to this scope of services to be completed in the contract period. In the event our agency is having trouble fulfilling this contract we will contact the Chronic Disease prevention and Screening Section immediately for additional guidance.

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NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

Grant to States to Support Oral Health Workforce Activities

CONTRACT PERIOD: January 1, 2013 or date of G&C approval, whichever is later, through August 31, 2015

CONTRACTOR NAME: Bi-State Primary Care Association, Inc.

ADDRESS: 525 Clinton Street
Bow, New Hampshire 30034

Recruitment Center Director: Stephanie Pagliuca
TELEPHONE: (603) 228-2830 ext. 111

Vendor #166695-B001

Job #90080500

Appropriation #05-95-90-902010-2215-102-500731

1. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed:

\$939,017.00 for oral health workforce activities, funded from 100% federal funds from the Health Resources and Services Administration (HRSA) CFDA 93.236

TOTAL: \$939,017.00

2. 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 the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. 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.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
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 in the performances of the services.
6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20th of each contract year.

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.

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NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **Audit:** Contractor shall submit an annual audit to the Department within nine months 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.

10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directed connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

12. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within sixty (60) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

14. **Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. **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 government 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. **Insurance:** Select either (1) or (2) below:

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

- (1) The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: 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, both for the benefits of the State, the following insurance: 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 incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

- (2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

The State of New Hampshire determined that the contract activities are of a low risk of liability, and the parties waive the requirement of paragraph 14 of the P-37 in that the contractor provide comprehensive general liability insurance in the amount of \$2 million per incident and instead, accept comprehensive general liability insurance provided by contractor in the amount of \$1 million per incident.

17. **Renewal:**

This Agreement has the option to renew for one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The remainder of this page is intentionally left blank.

18. 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.

19. 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.

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

NH Department of Health and Human Services

Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act to 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 5151-51-5160 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 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 certification 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**

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employee's about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and

- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Bi-State Primary Care Association, Inc. From: January 1, 2013 or date of G&C Approval, whichever is later To: August 31, 2015
Contractor Name **Period Covered by this Certification**

TESS KUENNING EXECUTIVE DIRECTOR
Name and Title of Authorized Contractor Representative

Tess Kuennig 12/7/12
Contractor Representative Signature **Date**

NH Department of Health and Human Services

Standard Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. 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 transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule 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 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 Transaction", "provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

Tess Kuenning Executive Director
Contractor Signature Contractor's Representative Title

Bi-State Primary Care Association, Inc. 12/7/12
Contractor Name TESS KUENNING Date

NH Department of Health and Human Services

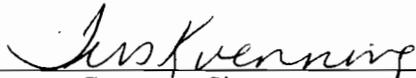
STANDARD EXHIBIT H

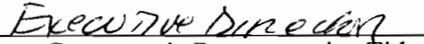
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

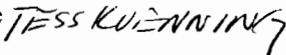
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

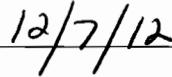
The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

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


Contractor Signature


Contractor's Representative Title

Bi-State Primary Care Association, Inc.
Contractor Name 


Date

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

- o. “Unsecured Protected Health Information” means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity’s compliance with HIPAA and the Privacy and Security Rule.

- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

DIVISION OF PUBLIC HEALTH SERVICES

The State Agency Name

BI-STATE PRIMARY CARE ASSOCIATION, INC.

Name of Contractor



Signature of Authorized Representative



Signature of Authorized Representative

LISA L. BUJNO

Name of Authorized Representative

TESS KUENNING

Name of Authorized Representative

BUREAU CHIEF

Title of Authorized Representative

Executive Director

Title of Authorized Representative

1/2/13

Date

12/7/12

Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

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

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

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

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

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

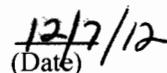


(Contractor Representative Signature)



(Authorized Contractor Representative Name & Title)

Bi-State Primary Care Association, Inc.
(Contractor Name)


(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 939836698

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

NO YES

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

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

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

NO YES

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

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

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

Name: _____ Amount: _____

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that 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 19th day of April A.D. 2012

A handwritten signature in black ink, appearing to read "William M. Gardner", written in a cursive style.

William M. Gardner
Secretary of State

Certificate of Vote

I, Grant Whitmer, of Bi-State Primary Care Association, do hereby certify that:

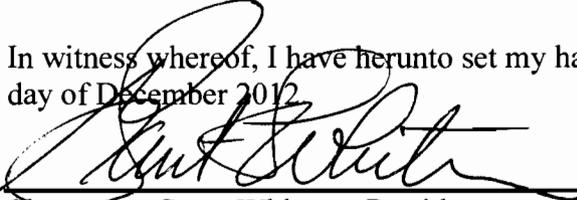
1. I am the duly elected President of the Board of Directors
2. The following are true copies of two resolutions duly adopted via a vote of the Board of Directors at a meeting of the Board of Directors duly held on December 7, 2012

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

Resolved: That the Executive Director, Tess Kuenning, or her designee, is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Grant Whitmer is the duly elected President of the corporation, Helen Taft is the duly elected Vice President of the corporation, Pamela Parsons is the duly elected Treasurer of the corporation, and Richard Silverberg is the duly elected Secretary of the corporation.

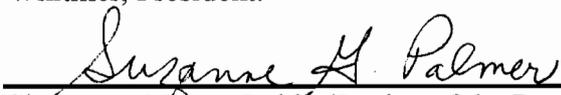
3. The forgoing resolutions have not been amended or revoked and remain in full force and effect as of December 7, 2012

In witness whereof, I have herunto set my hand as the President of the corporation s of this 7th day of December 2012


Signature: Grant Whitmer, President

State of New Hampshire
County of Hillsborough

The forgoing instrument was acknowledge before me on the 7th day of December, 2012 by Grant Whitmer, President.


Signature: Notary Public/Justice of the Peace
My Commission Expires: 7/28/15



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/8/2012

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

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

| | | |
|--------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| PRODUCER FIAI/Cross Ins-Manchester 1100 Elm Street Manchester NH 03101 | CONTACT NAME: Kari Reeves PHONE (A/C No. Ext): (603) 669-3218 FAX (A/C No.): (603) 645-4331 E-MAIL ADDRESS: kreeves@crossagency.com | |
| | INSURER(S) AFFORDING COVERAGE NAIC # | |
| INSURED BI-STATE PRIMARY CARE ASSOC 525 CLINTON STREET BOW NH 03304 | INSURER A: Peerless Indemnity Ins Co 18333 | |
| | INSURER B: Peerless Insurance Company 24198 | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** 12-13 BOP & WC **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|-----------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|-----------------------------------------------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------|
| A | GENERAL LIABILITY | | BOP9877719 | 7/1/2012 | 7/1/2013 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | MED EXP (Any one person) \$ 5,000 |
| | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | PRODUCTS - COM/PO/AGG \$ 2,000,000 |
| | AUTOMOBILE LIABILITY | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | <input type="checkbox"/> ANY AUTO | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALLOWED AUTOS | <input type="checkbox"/> SCHEDULED AUTOS | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> HIRED AUTOS | <input type="checkbox"/> NON-OWNED AUTOS | | | | PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB | <input type="checkbox"/> OCCUR | | | | EACH OCCURRENCE \$ |
| | EXCESS LIAB | <input type="checkbox"/> CLAIMS-MADE | | | | AGGREGATE \$ |
| | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | WC9878019 (3a.) NH & VT All officers included | 7/1/2012 | 7/1/2013 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | | | | E.L. EACH ACCIDENT \$ 500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | E.L. DISEASE - EA EMPLOYEE \$ 500,000 |
| | | | | | | E.L. DISEASE - POLICY LIMIT \$ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|-----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| NMartin@dhhs.state.nh.us Department of Public Health Services NH DHHS 29 Hazen Drive Concord, NH 03301-6504 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Grady Crews/JSC <i>R. Grady Crews</i> |
|-----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

TELEPHONE 603/224-0849
TELEFAX 603/224-2397

INDEPENDENT AUDITOR'S REPORT ON FINANCIAL STATEMENTS

Board of Directors
Bi-State Primary Care Association, Inc.
Concord, New Hampshire

We have audited the accompanying balance sheets of Bi-State Primary Care Association, Inc. as of June 30, 2012 and 2011 and the related statements of activities and cash flows for the years then ended. These financial statements are the responsibility of the Association's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Bi-State Primary Care Association, Inc. at June 30, 2012 and 2011, and the changes in its net assets and its cash flows for the years then ended in conformity with generally accepted accounting principles in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated October 5, 2012, on our consideration of the Association's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

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

A handwritten signature in black ink, appearing to read "A. Dady".

Concord, New Hampshire
October 5, 2012

BI-STATE PRIMARY CARE ASSOCIATION, INC.

BALANCE SHEETS

JUNE 30, 2012 AND 2011

ASSETS

| | <u>2012</u> | <u>2011</u> |
|-----------------------------|---------------------|---------------------|
| Current Assets | | |
| Cash and cash equivalents | \$ 777,380 | \$ 752,143 |
| Investments | 89,887 | 86,450 |
| Grant receivable | 102,802 | 217,241 |
| Prepaid expenses | <u>29,994</u> | <u>33,287</u> |
| Total Current Assets | 1,000,063 | 1,089,121 |
| Property And Equipment, Net | <u>461,476</u> | <u>490,875</u> |
| TOTAL ASSETS | <u>\$ 1,461,539</u> | <u>\$ 1,579,996</u> |

LIABILITIES AND NET ASSETS

| | | |
|-----------------------------------------|---------------------|---------------------|
| Current Liabilities | | |
| Accounts payable | \$ 150,388 | \$ 356,111 |
| Accrued payroll and related expense | 142,619 | 137,188 |
| Current maturities of long-term debt | <u>7,455</u> | <u>7,046</u> |
| Total Current Liabilities | 300,462 | 500,345 |
| Long-term Debt, Less Current Maturities | <u>219,443</u> | <u>226,867</u> |
| Total Liabilities | 519,905 | 727,212 |
| Net Assets | | |
| Unrestricted | <u>941,634</u> | <u>852,784</u> |
| TOTAL LIABILITIES AND NET ASSETS | <u>\$ 1,461,539</u> | <u>\$ 1,579,996</u> |

(See accompanying notes to these financial statements)

BI-STATE PRIMARY CARE ASSOCIATION, INC.

STATEMENTS OF ACTIVITIES

JUNE 30, 2012 AND 2011

| | <u>2012</u> | <u>2011</u> |
|------------------------------------------|-------------------|-------------------|
| Operating Revenue | | |
| Grant and recruitment income | \$ 3,030,342 | \$ 4,655,980 |
| Dues income | 215,374 | 205,349 |
| Other income | 155,474 | 148,084 |
| Investment income | <u>4,609</u> | <u>4,400</u> |
| Total Operating Revenue | <u>3,405,799</u> | <u>5,013,813</u> |
| Operating Expenses | | |
| Salaries and related expense | 1,693,713 | 1,590,678 |
| Other operating expenses | 1,564,458 | 3,064,931 |
| Interest expense | 13,058 | 12,312 |
| Depreciation | <u>46,783</u> | <u>46,096</u> |
| Total Operating Expenses | <u>3,318,012</u> | <u>4,714,017</u> |
| EXCESS OF REVENUE OVER EXPENSES | 87,787 | 299,796 |
| Change in unrealized gain on investments | (578) | 4,905 |
| Grants received for capital acquisitions | <u>1,641</u> | <u>5,894</u> |
| INCREASE IN UNRESTRICTED NET ASSETS | 88,850 | 310,595 |
| Net assets, beginning of year | <u>852,784</u> | <u>542,189</u> |
| NET ASSETS, END OF YEAR | <u>\$ 941,634</u> | <u>\$ 852,784</u> |

(See accompanying notes to these financial statements)

BI-STATE PRIMARY CARE ASSOCIATION, INC.

STATEMENTS OF CASH FLOWS

JUNE 30, 2012 AND 2011

| | <u>2012</u> | <u>2011</u> |
|--------------------------------------------------------------------------------------------|-----------------|------------------|
| Cash Flows From Operating Activities | | |
| Change in net assets | \$ 88,850 | \$ 310,595 |
| Adjustments to reconcile change in net assets to net cash provided by operating activities | | |
| Depreciation | 46,783 | 46,096 |
| Change in unrealized gains on investments | 578 | (4,905) |
| Grants received for capital acquisitions | (1,641) | (5,894) |
| (Increase) decrease in the following assets: | | |
| Grant receivable | 114,439 | (153,028) |
| Prepaid expenses | 3,293 | (22,408) |
| Increase (decrease) in the following liabilities: | | |
| Accounts payable | (205,723) | 197,063 |
| Accrued payroll and related expenses | 5,431 | 28,762 |
| Net Cash Provided By Operating Activities | <u>52,010</u> | <u>396,281</u> |
| Cash Flows From Investing Activities | | |
| Decrease in temporary investments | - | 76,382 |
| Purchase of investments | (4,015) | (3,937) |
| Capital acquisitions | (17,384) | (241,774) |
| Decrease (increase) in assets limited as to use | - | 62,167 |
| Net Cash Used By Investing Activities | <u>(21,399)</u> | <u>(107,162)</u> |

(See accompanying notes to these financial statements)

BI-STATE PRIMARY CARE ASSOCIATION, INC.
STATEMENTS OF CASH FLOWS (CONTINUED)
JUNE 30, 2012 AND 2011

| | 2012 | 2011 |
|------------------------------------------------------|------------|------------|
| Cash Flows From Financing Activities | | |
| Principal payment on long-term debt | \$ (7,015) | \$ (6,087) |
| Grants received for capital acquisitions | 1,641 | 5,894 |
| Net Cash Used By Financing Activities | (5,374) | (193) |
| Net Increase in Cash and Cash Equivalents | 25,237 | 288,926 |
| Cash and Cash Equivalents, Beginning of Year | 752,143 | 463,217 |
| CASH AND CASH EQUIVALENTS, END OF YEAR | \$ 777,380 | \$ 752,143 |
| Supplemental Disclosures of Cash Flow Information | | |
| Cash paid for interest | \$ 13,058 | \$ 12,312 |

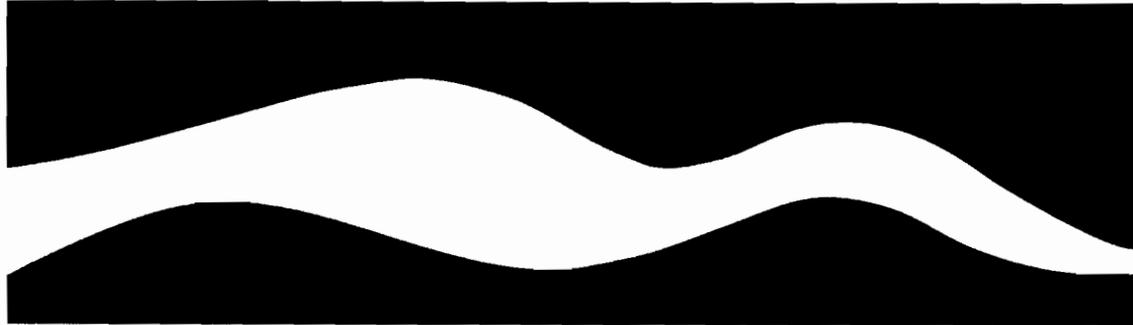
(See accompanying notes to these financial statements)

BI-STATE PRIMARY CARE ASSOCIATION, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2012

| <u>Schedule of Expenditures of Awards</u> | <u>Federal CFDA Number</u> | <u>Federal Expenditures</u> |
|------------------------------------------------------------------------|------------------------------------|---------------------------------|
| U.S. Department of Health and Human Services | | |
| Direct Programs | | |
| Bureau of Primary Health Care | | |
| State and Regional Primary Care Associations | 93.129 | \$ 1,026,584 |
| ARRA - Health Information Technology | | |
| Implementation | 93.703 | 736,870 |
| Rural Health Network Development Planning | 93.912 | 127,936 |
| Maternal and Child Health | 93.110 | 30,291 |
| Rural Health Network Development Program | 93.912 | 66,338 |
| Centers for Medicare and Medicaid Services | | |
| Health Care and Other Facilities | 93.887 | 19,965 |
| Primary Care Workforce Recruitment | 93.779 | <u>259,423</u> |
| | | <u>2,267,407</u> |
| Total direct programs | | |
| Pass-through programs to Bi-State Primary Care Association, Inc. from: | | |
| State of New Hampshire | | |
| Department of Health and Human Services | | |
| Recruitment Center | 93.778 | 90,000 |
| Medicaid Contract | 93.778 | 79,000 |
| State of Vermont | | |
| Department of Health | | |
| Vermont Health Communities | 93.283 | 51,170 |
| ARRA-Primary Care Office | 93.414 | 31,390 |
| Health Access Homeless Health Care | | |
| Office of Vermont Health Access Homeless | 93.778 | 77,428 |
| Health Care | 93.778 | 52,111 |
| Agency of Human Services | 93.778 | <u>297,085</u> |
| | | <u>678,184</u> |
| Total pass-through programs | | |
| | | <u>\$ 2,945,591</u> |
| Total Expenditures of Federal Awards | | |

Note: This schedule of expenditures of federal awards is prepared on the accrual basis of accounting.

BI-STATE PRIMARY CARE ASSOCIATION



SERVING VERMONT & NEW HAMPSHIRE

www.bistatepca.org

Vision

Healthy individuals and communities
with quality health care for all.

Mission

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



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



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

**BI-STATE PRIMARY CARE ASSOCIATION
FY13 Board of Directors (July 2012 – June 2013)¹**

Grant Whitmer, Board President
Term Expires 2015

Helen Taft, Board Vice President
Term Expires 2013

Kevin Kelley, Board Immediate Past President
Term Expires 2013

Richard Silverberg, LICSW, Board Secretary
Term Expires 2015

Pamela Parsons, Board Treasurer
Term Expires 2015

Gail Auclair, MSM, BSN, RN
Term Expires 2014

Glenn Cordner
Term Expires 2014

Jack Donnelly
Term Expires 2013

Edward George
Term Expires 2015

Janet Laatsch (Atkins), BSN, MBA
Term Expires 2015

Ann Peters
Term Expires 2014

Marianne Savarese, RN, BSN
Term Expires 2013

Edward Shanshala, II, MSHSA, MSED
Term Expires 2015

¹ Directors are elected to a 3-year term.

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services
Division of Public Health Services

Agency Name: Bi-State Primary Care Association

Name of Bureau/Section: Community Health Services/Chronic Disease

| BUDGET PERIOD: | SFY 2013 | Date of G&C-June 30, 2013 | |
|-----------------------------------------------------------------------------------------|-----------------------------------------------|---------------------------------------|--------------------------------------|
| Name & Title Key Administrative Personnel | Annual Salary Of Key Administrative Personnel | Percentage of Salary Paid By Contract | Total Salary Amount Paid By Contract |
| Stephanie Pagliuca, Project Manager | \$75,112 | 16.67% | \$12,518.69 |
| Abigail Mercer, Chief Financial Officer | \$101,500 | 0.67% | \$676.70 |
| Susan Noon, Director of Marketing | \$76,300 | 0.67% | \$508.69 |
| Lori Real, Chief Operating Officer | \$121,460 | 3.33% | \$4,048.63 |
| TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request) | | | \$17,752.71 |

| BUDGET PERIOD: | SFY 2014 | July 1, 2013-June 30, 2014 | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|---------------------------------------|--------------------------------------|
| Name & Title Key Administrative Personnel | Annual Salary Of Key Administrative Personnel | Percentage of Salary Paid By Contract | Total Salary Amount Paid By Contract |
| Stephanie Pagliuca, Project Manager | \$77,364 | 26.91% | \$20,822.29 |
| Abigail Mercer, Chief Financial Officer | \$104,600 | 1.00% | \$1,046.00 |
| Susan Noon, Director of Marketing | \$78,600 | 1.00% | \$786.00 |
| Lori Real, Chief Operating Officer | \$125,100 | 5.00% | \$6,255.00 |
| TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request) | | | \$28,909.29 |
| Key Administrative Personnel are top-level agency leadership (President, Executive Director, CEO, CFO, etc), and individuals directly involved in operating and managing the program (project director, program manager, etc.). These personnel MUST be listed even if no salary is paid | | | |

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services
Division of Public Health Services

Agency Name: Bi-State Primary Care Association

Name of Bureau/Section: Community Health Services/Chronic Disease

| BUDGET PERIOD: | | \$FY 2016 | July 1, 2014 - June 30, 2015 | |
|-----------------------------------------------------------------------------------------|------------------------------------------------------|------------------|----------------------------------------------|---------------------------------------------|
| Name & Title Key Administrative Personnel | Annual Salary Of Key Administrative Personnel | | Percentage of Salary Paid By Contract | Total Salary Amount Paid By Contract |
| Stephanie Pagliuca, Project Manager | \$79,684 | | 27.41% | \$21,943.70 |
| Abigail Mercer, Chief Financial Officer | \$104,600 | | 1.00% | \$1,046.00 |
| Susan Noon, Director of Marketing | \$78,600 | | 1.00% | \$786.00 |
| Lori Real, Chief Operating Officer | \$125,100 | | 5.00% | \$6,255.00 |
| TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request) | | | | \$29,830.70 |

| BUDGET PERIOD: | | \$FY 2016 | July 1, 2015-August 31, 2015 | |
|-----------------------------------------------------------------------------------------|------------------------------------------------------|------------------|----------------------------------------------|---------------------------------------------|
| Name & Title Key Administrative Personnel | Annual Salary Of Key Administrative Personnel | | Percentage of Salary Paid By Contract | Total Salary Amount Paid By Contract |
| Stephanie Pagliuca, Project Manager | \$79,684 | | 3.29% | \$2,624.31 |
| Abigail Mercer, Chief Financial Officer | \$104,600 | | 0.33% | \$345.63 |
| Susan Noon, Director of Marketing | \$78,600 | | 0.33% | \$261.67 |
| Lori Real, Chief Operating Officer | \$125,100 | | 1.67% | \$2,085.04 |
| TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request) | | | | \$5,316.65 |

Key Administrative Personnel are top-level agency leadership (President, Executive Director, CEO, CFO, etc), and individuals directly involved in operating and managing the program (project director, program manager, etc.). These personnel MUST be listed even if no salary is paid

Stephanie C. Pagliuca

525 Clinton Street

Bow, NH 03304

Work: (603) 228-2830 x111

Email: spagliuca@bistatepca.org

SUMMARY OF QUALIFICATIONS

- Able to work independently and as an effective team member
- Experienced in the design, implementation and evaluation of programs and initiatives
- Effective in building and managing partnerships
- Thoughtful, balanced approach to decision making
- 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 **Concord, New Hampshire/ Montpelier, Vermont** **Director, NH/VT Recruitment Center**

1994 - Present

2003 - Present
Manage and oversee Bi-State's Recruitment Center, a service focused on the recruitment and retention of primary care and oral health professionals to work in rural and underserved areas of New Hampshire and Vermont. Supervise four employees in two states and two independent contractors. Write and manage grants from public and private organizations including: the Bureau of Primary Health Care, the State of New Hampshire, the Endowment for Health, Northeast Delta Dental Foundation and the State of Vermont. Obtained over \$260,000 in new grants in a one-year period. Manage more than \$375,000 in grant funds annually.

Program Manager, NH Recruitment Center

1998 - 2003

Developed and implemented a Business Plan to expand the scope of the Recruitment Center's services. Designed, planned and facilitated regional recruitment conferences for in-house and non-profit recruiters. Facilitated collaboration between the NH Dental Society, NH Dental Hygienists' Association and other key stakeholders, which resulted in the development of a comprehensive workforce survey of the state's licensed dentists and hygienists. Created and provided educational sessions at various regional conferences and meetings on topics related to recruitment and the national and local trends affecting the recruitment of a qualified healthcare workforce.

Program Coordinator, NH Recruitment Center

1994 - 1998

Established and managed a client base of 35+ organizations throughout the state. Provided candidate referrals and technical assistance to clients on methods for successful recruitment of primary care providers. Maintained relationships with representatives from professional associations and health professional training programs to support recruitment of needed health professionals. Created and implemented an annual marketing plan to attract clinicians to the state. Wrote ad copy and participated in the design of marketing collateral including flyers, brochures and direct mail pieces. Created displays and participated in local and national trade shows.

OXFORD HEALTH PLAN **Nashua, New Hampshire**

March - October 1994

Customer Service Associate

Provided customer service and support to health plan members regarding health benefits, eligibility and medical claims. Processed medical claims at 97% rate of accuracy.

EDUCATION

Bachelor of Arts Degree, Communications

Notre Dame College, Manchester, NH

CONFIDENTIAL RESUME

Abigail Stanton Mercer
525 Clinton Street
Bow, NH 03304

Tele: 603.228.2830 x118
Email: amercer@bistatepca.org

Education:

| | |
|---------------------------------------------|----------------------|
| SKIDMORE COLLEGE | SARATOGA SPRINGS, NY |
| SOUTHERN NEW HAMPSHIRE UNIVERSITY | MANCHESTER, NH |
| B.S., Accounting, Magna Cum Laude, Gold Key | |
| M.B.A., Summa Cum Laude | |

Background:

- . accounting management for profit and non-profit organizations
- . financial and cost accounting; treasury functions; fund and grant accounting
- . Federal, State, and private grant application and administration
- . financial statement preparation and analysis; variance reporting
- . outside audit coordination
- . cash management
- . forecasting and strategic planning
- . budget development, analysis and monitoring
- . business and marketing plans
- . HR management and benefits administration
- . use of accounting, spreadsheet, database, scheduling and statistical analysis software
- . continuous process improvement and employee training; procedure implementation and evaluation
- . 401(k)/403(b) mutual fund management and testing; broker coordination
- . facilities and resource management; risk management
- . finance management and banking relationships, U.S. and Western Europe
- . capital equipment financing, USA and Western Europe

Experience:

| | |
|-----------------------------------|-----------------------|
| BI-STATE PRIMARY CARE ASSOCIATION | CONCORD, NH |
| Chief Financial Officer | March 2007 to present |

Member organization that advocates for the medically underserved residents of New Hampshire and Vermont. Responsibilities include finance and accounting; human resources; information technology; facilities management; contracts; grant applications, administration and accounting. A-133 audit responsibility.

GUNSTOCK RECREATION AREA
Director of Finance
GILFORD, NH
August 2001 to June 2007
Four-season resort. \$8 million annual sales. Responsible for finance and accounting functions and information technology. GASB 34 responsibility. Winter season employees number 500+.

MEDSOURCE TECHNOLOGIES
Controller
LACONIA, NH
November 1999 to August 2001
Medical equipment manufacturer. 97 employees and \$15 million annual sales at local business unit; \$160 million in sales company-wide. Responsible for HR and IT.

NH ELECTRIC COOPERATIVE, INC.
Accounting Manager
PLYMOUTH, NH
August 1998 to November 1999
Not for profit electric utility. 70,000 members and annual sales of \$130 million.

SPINNAKER CONTRACT MFG. INC.
NICKERSON BUSINESS PARK
Treasurer, CFO, HR Manager
Contract manufacturer and industrial park developer
TILTON, NH
TILTON, NH
October 1996 to August 1998

VILLAGE OF LOON MOUNTAIN
Comptroller
LINCOLN, NH
October 1995 to October 1996
Four-season resort and homeowners' association

AUSTIN-GORDON DESIGN, INC.
Vice President, Finance
Manufacturers of packaging machinery. International Sales.
NASHUA, NH
February 1977 to October 1995

SOUTHERN NEW HAMPSHIRE UNIVERSITY
Adjunct Faculty
LACONIA, NH
1994-1996
Part time instructor of Federal Laws governing human resources management.

Other interests:

Bear Island Conservation Association
Incorporator, Belknap County Economic Development Council
Past director, New Hampshire Classic and Antique Boat Museum
Treasurer, Granite Group Investments
Director, Doe Point Corporation
Sanbornton Historic District Commission

Susan J Noon, MBA, APR

525 Clinton Street, Bow, NH 03304

603-228-2830 x144

snoon@bistatepca.org

Profile

- 20 years' experience in nonprofit marketing and development
- Extensive experience creating print, broadcast, and web-based content and design
- Ongoing professional development in nonprofit management and donor relations

Education

M B A , Plymouth State University, 1993

B A , Marketing, English, and Art, Magna Cum Laude, Plymouth State University, 1991

A P R , Accredited in Public Relations, Public Relations Society of America, 2007

Relevant Experience & Accomplishments**Financial Contributions**

- Regularly generated \$400,000 worth of media coverage with a \$30,000 annual marketing budget
- Created new source of annual revenue for a charitable foundation
- Decreased expenses 40% while tripling frequency of communications
- Conceived marketing campaigns that increased sales by \$500k (24%) for 7 retail stores during six-year tenure
- 90% success rate in grant writing

New Business

- Established new Portsmouth, NH, retail location for international jewelry business
- Introduced new restaurant to community through collaborative events
- Established successful consulting business upon graduation

Revitalization

- Strategic planning in successful turnaround operation for large performing arts venue

Research

- Designed, conducted, and analyzed demographic/psychographic research among 1,000 visitors annually at New Hampshire's only 9-day annual crafts fair, for six consecutive years
- Conducted research for new business feasibility study for City of Bethlehem; successful business marketplace established, thereafter it grew into a collaborative of 200 small businesses
- Designed/conducted season-long audience research at Rochester Opera House
- Authored *Market Study for League of NH Craftsmen Stores and Fair*, the first Master's Thesis ever funded by the NH Corporate Fund, and my first grant proposal

Employment

Director of Marketing and Development, Bi-State Primary Care Association, Bow, NH 9/14/2009-present

- Develop and implement internal and external communication plans
- Manage and produce annual Primary Care Conference
- Facilitate Strategic Communications Committee comprised of members
- Promote Bi-State and its members through all media
- Develop and manage sponsor communications for several programs

Program & Communications Director, NH Bar Foundation, Concord, NH 10/5/2005-4/3/09

- Managed \$1.7 million annual grant program with 24 grantees

- Improved access to legal services by leveraging resources and facilitating collaboration among myriad organizations providing legal services
- Interpreted organizational goals through multi-level communications with board, staff, grantees, 5,000 member legal community, banking community, and civil legal services and law-related education sector
- Redesigned website, added 20 new pages, including online donation function and audio/video capability; increased website visibility and usage substantially
- Reduced expenses 40% while tripling frequency of communications
- Photographed and recorded events for website and news releases

Graphic Design, Madeleine's Daughter Bridal Shop and Event Central, Portsmouth, NH 2004-2008

- Manage concept, graphic design and printing of postcards and print advertisements for bridal industry business

Grant Writer & Volunteer Manager, International Medical Equipment Collaborative, No Andover, MA 2004-2005

- Scheduled and supervised 2500 volunteers from UPS, UW, and community
- Promoted volunteer program to regional businesses
- Edited international newsletter and created an electronic version
- Organized and streamlined grant proposal procedures

Public Relations & Photography, NH Academy of Performing Arts/Seacoast Civic Dance Company, Seabrook, NH 2000-2006

- Sold out performances at major venues annually through public relations efforts with no advertising budget
- Shot live performance photos for website and promotional materials

Public Relations Director, Prescott Park Arts Festival, Portsmouth, NH 1999-2000 and 2002-2003 Seasons

- Created targeted seasonal and weekly promotional materials for outdoor entertainment series of dramatic and musical performances
- Produced collateral material for membership/fundraising campaigns

Marketing & Public Relations, The Music Hall, Portsmouth, NH 2004 and 2005 Seasons

- Conceived and directed marketing and public relations campaigns for 900-seat historic theatre featuring international performing artists

Marketing Director, League of NH Craftsmen's 7 Retail Stores and Annual Craftsmen's Fair, Sunapee, NH 1993-1999

- Conceptualized and implemented annual marketing campaigns (local-national-international) for 7 retail stores and 9-day major outdoor event, including contracting and oversight of designers, printers, photographers, performers, demonstrators, distributors, and broadcast and print media
- Received national recognition in industry media for original "Educating the Consumer" marketing campaign
- Conducted primary research among fairgoers annually in collaboration with state tourism research director, using data for 1) marketing intelligence, 2) economic impact study, and 3) NH tourism data collection

Adjunct Faculty 1993-2005

- Introduction to Public Relations, University of New Hampshire, Durham
- Marketing Research, Principles of Marketing, SNHU (formerly New Hampshire College)
- Guest Lecturer, Marketing, New England College
- Marketing Seminars, Plymouth State University (formerly PSC)

LORI H. REAL, M.H.A.

525 Clinton Street
Bow, NH 03304

Email: lreal@bistatepca.org
Work: 603-228-2830 x 114

EXPERIENCE

BI-STATE PRIMARY CARE ASSOCIATION, Concord, NH **2004- Present**
Chief Operating Officer

Direct policy and programs for 33 members to include: marketing/development, state public policy, workforce recruitment and retention, finance, human resources and information technology for offices in Montpelier, Vermont and Concord, New Hampshire. Manage a budget of \$4 million and a staff of 20 employees.

NH DEPARTMENT OF HEALTH AND HUMAN SERVICES, Concord, NH **2001 – 2004**
Director, Office of Health Planning and Medicaid

Plan, direct, monitor and evaluate statewide health care programs and policies. Direct payment of health care providers for the delivery of medical care to 90,000 Medicaid-eligible pregnant women, children, disabled and elderly. Direct the financial, legal, pharmacy, medical management, planning and research functions. Testify before the legislature regarding programs, policies and budget. Manage a budget of \$270 million and a staff of 100 employees plus medical consultants.

Director, Office of Planning and Research **1997 - 2001**

Direct research, analysis, planning, policy development, community grant program, budget, legislative affairs and media relations. Facilitate health planning councils with hundreds of individuals from business, health care, the legislature, academia, and state foundations. Manage a budget of \$4 million, \$1.4 million in competitively-awarded grants and a staff of 11 plus consultants.

BLUE CROSS AND BLUE SHIELD OF NEW HAMPSHIRE, Manchester, NH

Vice President, Corporate Planning **1996 - 1997**

Director, Corporate Planning and Market Research **1986 - 1996**

Direct the development of strategic and operational plans with the Board of Directors, Senior Management Team and operating management. Monitor and report plan results. Develop strategies for product pricing, administrative cost management, and quality improvement through multi-disciplinary teams. Conduct board relations. Chair the corporate team setting priorities and allocating resources for product and systems development.

EDUCATION

M.H.A., University of New Hampshire - 1995

B.S., Business Management, Franklin Pierce College – 1987

Leadership New Hampshire Associate – 1997

AWARDS

Coos County Family Health Services Special Recognition Award – 2005

Granite State Independent Living, Public Service Award – 2003

Bi-State Primary Care Association, Public Service Award – 2001

NH Health Care Executives, Award of Excellence - 1995

Budget Form

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

Bidder/Program Name: Bi-State Primary Care Association

Grants to States to Support Oral Health
Budget Request for: Workforce Activities
(Name of RFP)

Budget Period: Date of G&C Approval through 6/30/13

| Line Item | Direct Incremental | Indirect Fixed | Total | Allocation Method for Indirect/Fixed Cost |
|-----------------------------------------|----------------------|---------------------|----------------------|-------------------------------------------|
| 1. Total Salary/Wages | \$ 27,000.00 | \$ 2,700.00 | \$ 29,700.00 | |
| 2. Employee Benefits | \$ 6,210.00 | \$ 621.00 | \$ 6,831.00 | |
| 3. Consultants | \$ 7,530.00 | \$ 753.00 | \$ 8,283.00 | |
| 4. Equipment: | \$ 258,167.00 | \$ 25,817.00 | \$ 283,984.00 | |
| Rental | \$ - | \$ - | \$ - | |
| Repair and Maintenance | \$ - | \$ - | \$ - | |
| Purchase/Depreciation | \$ - | \$ - | \$ - | |
| 5. Supplies: | \$ 1,673.00 | \$ 167.00 | \$ 1,840.00 | |
| Educational | \$ - | \$ - | \$ - | |
| Lab | \$ - | \$ - | \$ - | |
| Pharmacy | \$ - | \$ - | \$ - | |
| Medical | \$ - | \$ - | \$ - | |
| Office | \$ - | \$ - | \$ - | |
| 6. Travel | \$ 3,516.00 | \$ 352.00 | \$ 3,868.00 | |
| 7. Occupancy | \$ 1,562.00 | \$ 156.00 | \$ 1,718.00 | |
| 8. Current Expenses | \$ - | \$ - | \$ - | |
| Telephone | \$ 972.00 | \$ 97.00 | \$ 1,069.00 | |
| Postage | \$ - | \$ - | \$ - | |
| Subscriptions | \$ - | \$ - | \$ - | |
| Audit and Legal | \$ 2,065.00 | \$ 206.00 | \$ 2,271.00 | |
| Insurance | \$ 900.00 | \$ 90.00 | \$ 990.00 | |
| Board Expenses | \$ - | \$ - | \$ - | |
| 9. Software | \$ - | \$ - | \$ - | |
| 10. Marketing/Communications | \$ - | \$ - | \$ - | |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | |
| 12. Subcontracts/Agreements | \$ 34,000.00 | \$ 3,400.00 | \$ 37,400.00 | |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| TOTAL | \$ 343,595.00 | \$ 34,359.00 | \$ 377,954.00 | |

Indirect As A Percent of Direct

10.0%

Bi-State's methodology to calculate indirect costs is as a percentage of our total direct expenses for the organization for both facilities and administrative overhead. Our overhead is currently running at 26.22% although we are charging the state 10%, the amount allowed for this contract.

Budget Form

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

Bidder/Program Name: Bi-State Primary Care Association

Grants to States to Support Oral Health
Budget Request for: Workforce Activities

(Name of RFP)

Budget Period: 7/1/13 through 6/30/14

| Line Item | Direct Incremental | Indirect Fixed | Total | Allocation Method for Indirect/Fixed Cost |
|-----------------------------------------|----------------------|---------------------|----------------------|-------------------------------------------|
| 1. Total Salary/Wages | \$ 43,196.00 | \$ 4,320.00 | \$ 47,516.00 | |
| 2. Employee Benefits | \$ 9,935.00 | \$ 994.00 | \$ 10,929.00 | |
| 3. Consultants | \$ 5,772.00 | \$ 577.00 | \$ 6,349.00 | |
| 4. Equipment: | \$ 167,433.00 | \$ 16,743.00 | \$ 184,176.00 | |
| Rental | \$ - | \$ - | \$ - | |
| Repair and Maintenance | \$ - | \$ - | \$ - | |
| Purchase/Depreciation | \$ - | \$ - | \$ - | |
| 5. Supplies: | \$ 1,723.00 | \$ 172.00 | \$ 1,895.00 | |
| Educational | \$ - | \$ - | \$ - | |
| Lab | \$ - | \$ - | \$ - | |
| Pharmacy | \$ - | \$ - | \$ - | |
| Medical | \$ - | \$ - | \$ - | |
| Office | \$ - | \$ - | \$ - | |
| 6. Travel | \$ 3,653.00 | \$ 365.00 | \$ 4,018.00 | |
| 7. Occupancy | \$ 2,144.00 | \$ 214.00 | \$ 2,358.00 | |
| 8. Current Expenses | \$ - | \$ - | \$ - | |
| Telephone | \$ 1,001.00 | \$ 100.00 | \$ 1,101.00 | |
| Postage | \$ - | \$ - | \$ - | |
| Subscriptions | \$ - | \$ - | \$ - | |
| Audit and Legal | \$ 2,127.00 | \$ 213.00 | \$ 2,340.00 | |
| Insurance | \$ 927.00 | \$ 93.00 | \$ 1,020.00 | |
| Board Expenses | \$ - | \$ - | \$ - | |
| 9. Software | \$ - | \$ - | \$ - | |
| 10. Marketing/Communications | \$ - | \$ - | \$ - | |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | |
| 12. Subcontracts/Agreements | \$ 45,500.00 | \$ 4,550.00 | \$ 50,050.00 | |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| TOTAL | \$ 283,411.00 | \$ 28,341.00 | \$ 311,752.00 | |

Indirect As A Percent of Direct

10.0%

Bi-State's methodology to calculate indirect costs is as a percentage of our total direct expenses for the organization for both facilities and administrative overhead. Our overhead is currently running at 26.22% although we are charging the state 10%, the amount allowed for this contract.

Budget Form

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

Bidder/Program Name: Bi-State Primary Care Association

Grants to States to Support Oral Health
Budget Request for: Workforce Activities

(Name of RFP)

Budget Period: 7/1/14 through 6/30/15

| Line Item | Direct Incremental | Indirect Fixed | Total | Allocation Method for Indirect/Fixed Cost |
|-----------------------------------------|-----------------------|---------------------|----------------------|----------------------------------------------|
| 1. Total Salary/Wages | \$ 44,554.00 | \$ 4,455.00 | \$ 49,009.00 | |
| 2. Employee Benefits | \$ 10,247.00 | \$ 1,025.00 | \$ 11,272.00 | |
| 3. Consultants | \$ 11,361.00 | \$ 1,136.00 | \$ 12,497.00 | |
| 4. Equipment: | \$ 75,000.00 | \$ 7,500.00 | \$ 82,500.00 | |
| Rental | \$ - | \$ - | \$ - | |
| Repair and Maintenance | \$ - | \$ - | \$ - | |
| Purchase/Depreciation | \$ - | \$ - | \$ - | |
| 5. Supplies: | \$ 1,775.00 | \$ 178.00 | \$ 1,953.00 | |
| Educational | \$ - | \$ - | \$ - | |
| Lab | \$ - | \$ - | \$ - | |
| Pharmacy | \$ - | \$ - | \$ - | |
| Medical | \$ - | \$ - | \$ - | |
| Office | \$ - | \$ - | \$ - | |
| 6. Travel | \$ 3,764.00 | \$ 376.00 | \$ 4,140.00 | |
| 7. Occupancy | \$ 2,209.00 | \$ 221.00 | \$ 2,430.00 | |
| 8. Current Expenses | \$ - | \$ - | \$ - | |
| Telephone | \$ 1,031.00 | \$ 103.00 | \$ 1,134.00 | |
| Postage | \$ - | \$ - | \$ - | |
| Subscriptions | \$ - | \$ - | \$ - | |
| Audit and Legal | \$ 2,191.00 | \$ 219.00 | \$ 2,410.00 | |
| Insurance | \$ 955.00 | \$ 96.00 | \$ 1,051.00 | |
| Board Expenses | \$ - | \$ - | \$ - | |
| 9. Software | \$ - | \$ - | \$ - | |
| 10. Marketing/Communications | \$ - | \$ - | \$ - | |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | |
| 12. Subcontracts/Agreements | \$ 42,500.00 | \$ 4,250.00 | \$ 46,750.00 | |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| TOTAL | \$ 195,587.00 | \$ 19,559.00 | \$ 215,146.00 | |

Indirect As A Percent of Direct

10.0%

Bi-State's methodology to calculate indirect costs is as a percentage of our total direct expenses for the organization for both facilities and administrative overhead. Our overhead is currently running at 26.22% although we are charging the state 10%, the amount allowed for this contract.

Budget Form

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

Bidder/Program Name: BI-State Primary Care Association

Grants to States to Support Oral Health
Budget Request for: Workforce Activities

(Name of RFP)

Budget Period: 7/1/15 through 8/31/15

| Line Item | Direct | | Total | Allocation Method for Indirect/Fixed Cost |
|-----------------------------------------|---------------------|--------------------|---------------------|-------------------------------------------|
| | Incremental | Fixed | | |
| 1. Total Salary/Wages | \$ 10,194.00 | \$ 1,019.00 | \$ 11,213.00 | |
| 2. Employee Benefits | \$ 2,345.00 | \$ 235.00 | \$ 2,580.00 | |
| 3. Consultants | \$ - | \$ - | \$ - | |
| 4. Equipment: | \$ 18,000.00 | \$ 1,800.00 | \$ 19,800.00 | |
| Rental | \$ - | \$ - | \$ - | |
| Repair and Maintenance | \$ - | \$ - | \$ - | |
| Purchase/Depreciation | \$ - | \$ - | \$ - | |
| 5. Supplies: | \$ - | \$ - | \$ - | |
| Educational | \$ - | \$ - | \$ - | |
| Lab | \$ - | \$ - | \$ - | |
| Pharmacy | \$ - | \$ - | \$ - | |
| Medical | \$ - | \$ - | \$ - | |
| Office | \$ - | \$ - | \$ - | |
| 6. Travel | \$ - | \$ - | \$ - | |
| 7. Occupancy | \$ 520.00 | \$ 52.00 | \$ 572.00 | |
| 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): | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| TOTAL | \$ 31,059.00 | \$ 3,106.00 | \$ 34,165.00 | |

Indirect As A Percent of Direct

10.0%

Bi-State's methodology to calculate indirect costs is as a percentage of our total direct expenses for the organization for both facilities and administrative overhead. Our overhead is currently running at 26.22% although we are charging the state 10%, the amount allowed for this contract.