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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

Jeffrey A. Meyers  
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301  
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Katja S. Fox  
Director

December 1, 2016

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Abuse, to enter into a **sole source** agreement with Bi-State Primary Care Association. (Vendor #166695-B001), 525 Clinton Street, Bow, NH 03304, to provide medication assisted treatment to individuals with substance use disorder, in an amount not to exceed \$1,125,000 effective upon Governor and Executive Council approval through June 30, 2018. 100% Governor Commission Funds.

Funds to support this request are available in State Fiscal Year 2017 and are anticipated to be available in State Fiscal Year 2018 upon availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between state fiscal years through the Budget Office without Governor and Executive Council approval, if needed and justified.

**05-95-92-491510-29890000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: DIVISION FOR BEHAVIORAL HEALTH: BUREAU OF DRUG AND ALCOHOL: GOVERNOR COMMISSION FUNDS**

FISCAL YEAR	CLASS	CLASS TITLE	JOB NUMBER	AMOUNT
SFY 2017	102-500734	Contracts for Program Services	49158504	\$375,000
			<b>Subtotal:</b>	<b>\$375,000</b>

**05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: DIVISION FOR BEHAVIORAL HEALTH: BUREAU OF DRUG AND ALCOHOL: GOVERNOR COMMISSION FUNDS**

FISCAL YEAR	CLASS	CLASS TITLE	JOB NUMBER	AMOUNT
SFY 2018	102-500731	Contracts for Program Services	TBD	\$750,000
			<b>Subtotal:</b>	<b>\$750,000</b>
			<b>TOTAL:</b>	<b>\$1,125,000</b>

## EXPLANATION

This request is **sole source** due to the fact this vendor has a well-established professional and technical assistance relationship with all Federally Qualified Health Centers and Community Health Centers in New Hampshire.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

This agreement contains language that allows the Department the right to renew for up to three (3) additional years, subject to the continued availability of funds, satisfactory performance of services, and approval of the Governor and Executive Council.

These services are needed due to the urgent nature of the opioid crisis in New Hampshire. The Medication Assisted Treatment programs supported by this contract are evidence-based treatment options that will expand the State's capacity to treat residents with substance use disorders. Federally Qualified Health Centers and Community Health Centers are uniquely situated to expand Medication Assisted Treatment because of their existing clinical infrastructures that have medical professionals, prescribers, and behavioral health clinicians on site. These organizations also serve many of our state's most vulnerable populations. A high proportion of their patients are uninsured, underinsured, or on Medicaid.

Bi-State Primary Care Association will facilitate the expansion of community-based Medication Assisted Treatment programs statewide. The Association will seek and provide support to health centers that are interested in developing or enhancing existing capacity, to deliver Medication Assisted Treatment services in their regions.

In an effort to support Medication Assisted Treatment expansion, the Department convened a panel of practitioners from health care, behavioral health, Substance Use Disorder specialty treatment services, and the New Hampshire Medical Society to review existing practices in New Hampshire and other states. The panel identified key components and best practices from the American Society of Addiction Medicine and other nationally recognized resources. A compilation of best practice recommendations and resources for implementing and delivering effective Medication Assisted Treatment was developed. These best practice recommendations and resources will support a variety of service settings to promote and assist with proper integration of Medication Assisted Treatment services.

In order to expand Medication Assisted Treatment services in New Hampshire three core objectives were identified, as follows:

- Increasing the number of waived buprenorphine prescribers;
- Increasing the awareness of and access to extended-release injectable (depot) naltrexone and medications by prescription; and

- Increasing office-based access to Medication Assisted Treatment programs through multiple settings, including primary care offices and clinics, specialty office-based Medication Assisted Treatment programs, and traditional addiction treatment programs offering medication assistance.

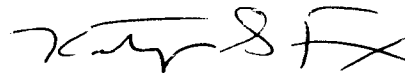
Should the Governor and Executive Council not approve this request, New Hampshire residents seeking recovery may not be able to receive appropriate treatment for their addiction, resulting in heightened risk of accidental overdose, financial and emotional strains on families, and related economic and resource challenges in communities as affected individuals continue to struggle with their addiction.

Area Served: Statewide

Source of Funds: 100% Other Funds

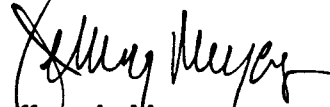
In the event that Governor Commission funds become no longer available, general funds will not be requested to support these agreements.

Respectfully submitted,



Katja S. Fox  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner

Subject: Medication Assisted Treatment Services (SS-2017-BDAS-06-MEDIC)

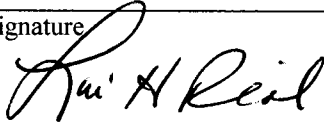
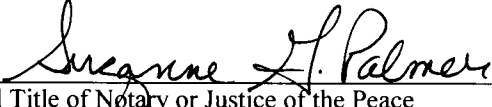
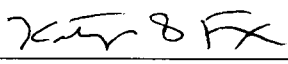

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Bi-State Primary Care Association		1.4 Contractor Address 525 Clinton Street Bow, NH 03304	
1.5 Contractor Phone Number 603-228-2830 <i>X114</i>	1.6 Account Number 05-95-49-491510-29890000 05-95-92-920510-33820000	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$1,125,000
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq. Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Lori H. Real, EVP/COO	
1.13 Acknowledgement: State of <i>NH</i> , County of <i>Merrimack</i>  On <i>11/29/16</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Suzanne G. Palmer, Notary</i>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Date: <i>12/1/16</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: <i>12/12/16</i>			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Contractor Initials

Date

Handwritten signature and date.

Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

Contractor Initials

Date

*[Handwritten Signature]*  
11/29/16

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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

Contractor Initials

Date

  
11/29/16



Exhibit A

**1 Scope of Services**

**1. Provisions Applicable to All Services**

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

**2. Statement of Work**

- 2.1. The Contractor shall recruit and contract with Federally Qualified Health Centers (“FQHCs”) and Community Health Centers (“CHCs”) contracted with the Division of Public Health Services willing to increase their capacity to provide Medication-Assisted Treatment (MAT).
- 2.2. The Contractor shall ensure a minimum of five (5) Federally Qualified Health Centers (“FQHCs”) and Community Health Centers (“CHCs”) are geographically dispersed throughout the state to increase and enhance their capacity to provide Medication-Assisted Treatment (MAT) with fidelity to federal, state, and best practices recommendations as described in the Guidance Document on Best Practices: Key Components for Delivering Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in NH available at <http://www.dhhs.nh.gov/dcbcs/bdas/documents/matguidancedoc.pdf>
- 2.3. The Contractor shall ensure the FQHCs and CHCs to identify infrastructure needs to increase and enhance capacity to implement MAT. These activities include but are not limited to:
  - 2.3.1. Recruiting, and hiring additional staffing;
  - 2.3.2. Modifications to electronic health record (EHR) system; and
  - 2.3.3. Providing training for all staff in an effort to initiate or expand current office based opioid treatment (OBOT) programs to deliver medications assisted treatment with approved medications including buprenorphine and naltrexone.
  - 2.3.4. The Contractor shall ensure the FQHCs and CHCs establish a team to deliver MAT that involves the following, which may include but not be limited to:

*[Handwritten Signature]*  
11/29/16





Exhibit A

- 2.3.4.1. Current staff.
- 2.3.4.2. Recruitment of new staff.
- 2.3.4.3. Development of a collaboration with external partners to implement an OBOT program with approved medications.
  - 2.3.4.3.1. This team of members shall include staff to provide the three core roles:
    - 2.3.4.3.1.1. Prescriber;
    - 2.3.4.3.1.2. Behavioral health counselor; and
    - 2.3.4.3.1.3. Care coordinator.
- 2.3.5. The Contractor shall ensure the availability of initial and on-going training and resources to all FQHC and CHC staff to include buprenorphine waiver training for interested physicians, nurse practitioners, and physician assistants.
- 2.3.6. The Contractor shall ensure FQHC and CHC are provided with access to the Community of Practice for MAT, as appropriate, available at: <http://nhcenterforexcellence.org/resources/community-of-practice-resources/>
- 2.3.7. The Contractor shall ensure that each FQHC and CHC develop policies and practices related to, but not limited to:
  - 2.3.7.1. Evaluation and medical exam in order to obtain information to verify that patients meet criteria for opioid use disorders and are appropriate for MAT level of care, and determine the appropriate medication;
  - 2.3.7.2. Billing procedures; and
  - 2.3.7.3. Urine drug testing.
- 2.3.8. The Contractor shall ensure that each FQHC and CHC develop a process to provide patients with appropriate medical oversight with improved access and retention with MAT by ensuring the following, which may include but not be limited to:
  - 2.3.8.1. Prescribing;
  - 2.3.8.2. Counseling;
  - 2.3.8.3. Care coordination; and
  - 2.3.8.4. Other appropriate ancillary services.

*[Handwritten Signature]*  
11/29/16



Exhibit A

- 2.3.9. The Contractor shall ensure that FQHCs and CHCs utilize the Prescription Drug Monitoring Program (PDMP) each time a prescription is written/prescribed.
- 2.3.10. The Contractor shall ensure that FQHCs and CHCs are compliant with confidentiality requirements, which shall include, but not be limited to:
  - 2.3.10.1. 42 CFR Part II.
- 2.3.11. The Contractor shall ensure that FQHCs and CHCs provide timely communication among the patient, prescriber, counselor, care coordinator, and external providers.
- 2.3.12. The Contractor shall ensure that FQHCs and CHCs document care accurately and properly. They shall ensure this by adhering to the following means, which may or may not be limited to:
  - 2.3.12.1. Treatment plans.
  - 2.3.12.2. Confidentiality.
- 2.3.13. The Contractor shall develop a work plan describing their process for ensuring the completion all aspects of the Statement of Work as listed in Section 2.

**3. Reporting**

- 3.1. The Contractor shall provide quarterly status reports based on work plan progress to include, but not be limited to:
  - 3.1.1. Staff retained to support MAT;
  - 3.1.2. Number of physicians, nurse practitioners, and physician assistants waived to prescribe buprenorphine;
  - 3.1.3. Policies and practices established;
  - 3.1.4. Changes made to the initial work plan;
  - 3.1.5. Training and technical assistance needed;
  - 3.1.6. Number of patients receiving MAT; and
  - 3.1.7. Other progress to date.
- 3.2. The Contractor shall provide a final report to the Department within forty-five (45) business days of termination of the contract. The report shall include information based on the work plan progress, but shall not be limited to:
  - 3.2.1. Staff retained to support MAT;
  - 3.2.2. Number of physicians, nurse practitioners, and physician assistants waived to prescribe buprenorphine;

*JHR*  
*1/29/16*



Exhibit A

- 3.2.3. Policies and practices established;
- 3.2.4. Changes made to the initial work plan;
- 3.2.5. Number of patients receiving MAT prior to contract as compared to the number of patients receiving MAT as of June 30, 2017, including the following information, but not limited to:
  - 3.2.5.1. Demographic (gender, age, race, ethnicity); and
  - 3.2.5.2. Outcome data (as appropriate)
- 3.2.6. Training and technical assistance provided and funding needed; and
- 3.2.7. Other progress to date.

**4. Deliverables**

- 4.1. The Contractor shall submit a work plan within forty-five (45) business days of the contract's effective date.

**5. Performance Measures**

- 5.1. The Contractor shall gather and monitor performance measures. The Contractor shall determine baseline numbers at the beginning of the contract period and the performance measures shall increase to the following numbers:
  - 5.1.1. Minimum of five (5) FQHCs and CHCs increasing capacity to provide MAT services;
  - 5.1.2. Minimum of fourteen (14) physicians, nurse practitioners, or physician assistants waived to prescribe buprenorphine;
  - 5.1.3. Minimum of seven (7) other providers available to support MAT (e.g. clinicians, nurse practitioners);
  - 5.1.4. Minimum of seven ((7) FQHCs and CHCs with policies and procedures for providing MAT according to the Guidelines;
  - 5.1.5. Minimum of four (4) practices with accurate documentation of MAT in client records according to the Guidelines; and
  - 5.1.6. Number of trainings and technical assistance provided that are related to best practice recommendations and opioid pharmacotherapy and prescribing medications as part of treatment for Opiate Use Disorders.

*[Handwritten Signature]*  
*[Handwritten Date: 11/29/16]*



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## Method and Conditions Precedent to Payment

1. This contract is funded with funds from the Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment and Recovery in providing services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1.
4. Payment for services shall be made as follows:
  - 4.1. The Contractor must submit monthly invoices for reimbursement for services specified in Exhibit A, Scope of Services. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
  - 4.2. The invoices must:
    - 4.2.1. Clearly identify the amount requested and the services performed during that period.
    - 4.2.2. Include a detailed account of the work performed, and a list of deliverables completed during that prior month, as outlined in Exhibit A, Scope of Services.
    - 4.2.3. Separately identify any work and amount of attributable and performed by an approved sub-contractor, if applicable.
  - 4.3. Invoices and reports must be submitted to:

NH Department of Health and Human Services  
Financial Manager  
Bureau of Drug and Alcohol Services  
129 Pleasant Street  
Concord, NH 03301
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
6. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to the adjustment of the amounts between budget line items of Exhibit B-1, and related items, can be made by written agreement of both parties and do not required additional approval of the Governor and Executive Council.

*[Handwritten Signature]*  
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11/29/16

**Exhibit B-1**

**BUDGET FORM**

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

Budget Period: January 1, 2017, through June 30, 2017

<b>Line Item</b>	<b>Direct Incremental</b>	<b>Indirect Fixed</b>	<b>Total</b>	<b>Allocation Method for Indirect/Fixed Cost</b>
1. Total Salary/Wages	\$ 30,047.00	\$ 3,005.00	\$ 33,052.00	
2. Employee Benefits	\$ 6,911.00	\$ 691.00	\$ 7,602.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 563.00	\$ 56.00	\$ 619.00	
6. Travel	\$ 351.00	\$ 35.00	\$ 386.00	
7. Occupancy	\$ 11,250.00	\$ 1,125.00	\$ 12,375.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 990.00	\$ 99.00	\$ 1,089.00	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 26,406.00	\$ 2,641.00	\$ 29,047.00	
Insurance	\$ 2,305.00	\$ 231.00	\$ 2,536.00	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 1,000.00	\$ 100.00	\$ 1,100.00	
12. Subcontracts/Agreements	\$ 257,766.00	\$ 25,777.00	\$ 283,543.00	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Equipment supplies	\$ 3,300.00	\$ 330.00	\$ 3,630.00	
<b>TOTAL</b>	<b>\$ 340,889.00</b>	<b>\$ 34,090.00</b>	<b>\$ 374,979.00</b>	

Indirect As A Percent of Direct

10.0%

**Exhibit B-2**

**BUDGET FORM**

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

Budget Period: July 1, 2017, through June 30, 2018

<b>Line Item</b>	<b>Direct Incremental</b>	<b>Indirect Fixed</b>	<b>Total</b>	<b>Allocation Method for Indirect/Fixed Cost</b>
1. Total Salary/Wages	\$ 62,199.00	\$ 6,220.00	\$ 68,419.00	
2. Employee Benefits	\$ 14,306.00	\$ 1,431.00	\$ 15,737.00	
3. Consultants				
4. Equipment:				
Rental				
Repair and Maintenance				
Purchase/Depreciation				
5. Supplies:				
Educational				
Lab				
Pharmacy				
Medical				
Office	\$ 1,181.00	\$ 118.00	\$ 1,299.00	
6. Travel	\$ 702.00	\$ 70.00	\$ 772.00	
7. Occupancy	\$ 22,500.00	\$ 2,250.00	\$ 24,750.00	
8. Current Expenses				
Telephone	\$ 2,079.00	\$ 208.00	\$ 2,287.00	
Postage				
Subscriptions				
Audit and Legal	\$ 11,765.00	\$ 1,177.00	\$ 12,942.00	
Insurance	\$ 4,841.00	\$ 484.00	\$ 5,325.00	
Board Expenses				
9. Software				
10. Marketing/Communications				
11. Staff Education and Training	\$ 2,100.00	\$ 210.00	\$ 2,310.00	
12. Subcontracts/Agreements	\$ 560,095.00	\$ 56,010.00	\$ 616,105.00	
13. Other (specific details mandatory):				
Equipment supplies				
<b>TOTAL</b>	<b>\$ 681,768.00</b>	<b>\$ 68,178.00</b>	<b>\$ 749,946.00</b>	

Indirect As A Percent of Direct

10.0%



**SPECIAL PROVISIONS**

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

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

*ABV*  
Date 11/29/14



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

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

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

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11/29/14





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

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

*[Handwritten Signature]*  
Date 11/21/16



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

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

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

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

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

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

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

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

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

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11/29/14



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

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

**DEFINITIONS**

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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

*[Handwritten Signature]*  
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Date 11/29/16



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the contract for up to three additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

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Date *11/29/16*



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

*[Handwritten Signature]*  
*[Handwritten Date: 11/29/14]*



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

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

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

Contractor Name:

11/29/16  
Date

Lori H. Beal Smith  
Name:  
Title: EVP / COO

Contractor Initials LRB  
Date 11/29/16



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

11/29/16  
Date

Lori H Real  
Name: LORI H REAL  
Title: EXP/COO

Contractor Initials LRH  
Date 11/29/16



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

*[Handwritten Signature]*  
11/29/16





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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name:

11/29/16  
Date

Lori H. Beal  
Name: Lori H. Beal  
Title: EVP/COO

Contractor Initials RHB  
Date 11/29/16



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

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

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

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

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

Exhibit G

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

Contractor Initials

Date

11/29/14



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

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

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

Contractor Name:

11/29/14  
Date

Lori H. Reat  
Name: Lori H. Reat  
Title: Exp/COO

Exhibit G

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

Contractor Initials LRH  
Date 11/29/14



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name:

Date 11/29/16

Lori H. Real  
Name: Lori H. Real  
Title: ERP/COO

Contractor Initials LHR  
Date 11/29/16



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

**(1) Definitions.**

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

*[Handwritten Signature]*  
*[Handwritten Date: 11/29/10]*



Exhibit I

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

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

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

*AKC*

*11/29/10*



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

*[Handwritten Signature]*  
*[Handwritten Date: 11/29/14]*





Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

*[Handwritten Signature]*  
*[Handwritten Date]*



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

NH DHHS  
 The State  
Katya S Fox  
 Signature of Authorized Representative  
Katya S Fox  
 Name of Authorized Representative  
Director  
 Title of Authorized Representative  
12/1/16  
 Date

Bi-state Primary Care Association  
 Name of the Contractor  
Lori H. Beal  
 Signature of Authorized Representative  
Lori H. Beal  
 Name of Authorized Representative  
EVPCOO  
 Title of Authorized Representative  
11/29/16  
 Date



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

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

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

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

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

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

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

Contractor Name:

11/29/16  
Date

Lori H. Real  
Name: Lori H. Real  
Title: Exp/COO



**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: 939 836 698
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

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

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

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

NO  YES

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

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

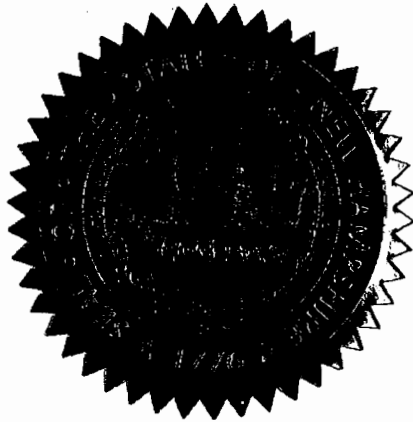
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
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 8<sup>th</sup> day of April A.D. 2016

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Gregory White, CEO of Lamprey Health Care, do hereby certify that:  
(Name of the elected Officer of the Agency, cannot be contract signatory)

1. I am a duly elected Officer of Bi-State Primary Care Association (Treasurer).  
(Agency Name)

2. The following is a true copy of the resolution duly adopted via an email vote of the Board of Directors of  
the Agency duly held on November 29, 2016:  
(Date)


**RESOLVED:** That the Executive Vice President and Chief Operating Officer or her designee  
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 29<sup>th</sup> day of November, 2016.  
(Date Contract Signed)

4. Lori H. Real, MHA is the duly elected Executive Vice President and Chief Operating Officer  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

  
\_\_\_\_\_  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 29<sup>th</sup> day of Nov., 2016.

By Gregory White, Treasurer.  
(Name of Elected Officer of the Agency)

  
\_\_\_\_\_  
(Notary Public/Justice of the Peace)

MICHELLE L. GAUDET, Notary Public  
Commission Expires: August 22, 2017



BISTATE-01

LMICHALS

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/22/2016

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

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


<b>PRODUCER</b> License # AGR8150 <b>Clark Insurance</b> One Sundial Ave Suite 302N Manchester, NH 03103	<b>CONTACT NAME:</b> Lorraine Michals, CIC <b>PHONE (A/C, No, Ext):</b> (603) 716-2362 <b>FAX (A/C, No):</b> (603) 622-2854 <b>E-MAIL ADDRESS:</b> lmichals@clarkinsurance.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Citizens Ins Co of America</td> <td>31534</td> </tr> <tr> <td>INSURER B : The Hanover Ins Company</td> <td>22292</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Citizens Ins Co of America	31534	INSURER B : The Hanover Ins Company	22292	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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<b>INSURED</b>  <b>Bi-State Primary Care Association, Inc.</b> 525 Clinton St Bow, NH 03304														

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			OBVA340840	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			OBVA340840	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			OBVA340840	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WHVA340821	07/01/2016	07/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

<b>CERTIFICATE HOLDER</b>  State of NH – Department of Health and Human Services 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  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 

**BI-STATE PRIMARY CARE ASSOCIATION  
2016-2017 ANNUAL BUSINESS PLAN**

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**IV. BI-STATE VISION STATEMENT**

Healthy individuals and communities with quality health care for all.

**V. BI-STATE MISSION STATEMENT**

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

**VI. BI-STATE VALUES**

Bi-State's values describe the culture within our organization. These values provide a greater understanding of how we operate as an organization. Bi-State's mission and vision are the foundations of our work. We are dedicated to ensuring that these core values are integrated with our day-to-day work lives.

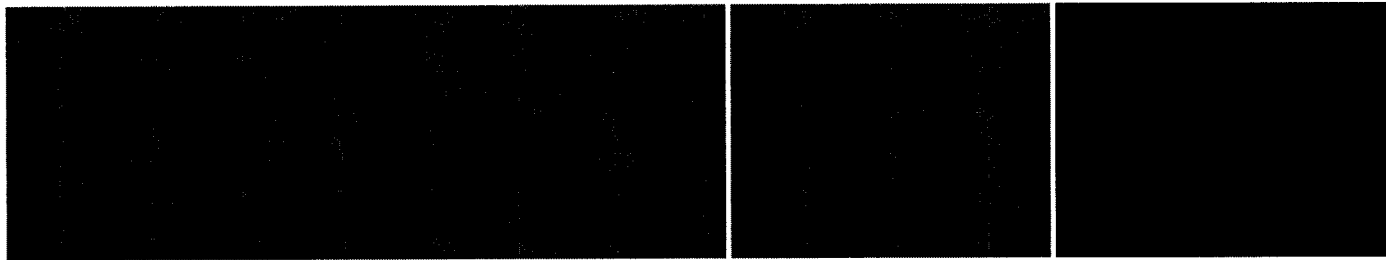
***Learning:*** We are committed to continual improvement and learning. We value creativity and seek opportunities to expand our thinking to better serve our members. We encourage professional growth and development. We promote positive change by acting upon the opportunities that result from continuous learning.

***Integrity:*** We are committed to breathing life into our organizational mission and vision and to upholding the ideals of professionalism and honesty. We support our members' commitment to community-based approaches to access to health care. We promote the value of our mission and vision with policymakers and the community at large.

***Responsiveness:*** We value action that serves the needs of the vulnerable and underserved. Mindful of effective process and communication, our staff responds to members and each other in a timely, appropriate and respectful manner. We use a team approach in our work, remaining attentive to the ever-changing needs of our members. Our responsiveness is guided by our human, fiscal and physical resources, our annual business plan and our funder requirements.

***Respect:*** We value honest, open and direct communication and strive to ensure this with each other and with our members. We recognize and honor personal and professional differences of opinion. We invite and consider input from staff and members in the development of work plans and performance standards. In so doing, we encourage each other to achieve a healthy balance between our work and personal lives.





**BI-STATE PRIMARY CARE ASSOCIATION**



**SERVING VERMONT & NEW HAMPSHIRE**

**CONSOLIDATED FINANCIAL STATEMENTS**

**and**

**REPORTS IN ACCORDANCE WITH GOVERNMENT AUDITING  
STANDARDS AND UNIFORM GUIDANCE**

**June 30, 2016 and 2015**

**With Independent Auditor's Report**





## INDEPENDENT AUDITOR'S REPORT

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

### **Report on Financial Statements**

We have audited the accompanying consolidated financial statements of Bi-State Primary Care Association, Inc. and Subsidiary, which comprise the consolidated balance sheets as of June 30, 2016 and 2015, and the related consolidated statements of operations and changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements.

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

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

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

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

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

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

**Opinion**

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Bi-State Primary Care Association, Inc. and Subsidiary as of June 30, 2016 and 2015, and the changes in their net assets and their cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

**Other Matters**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis 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 U.S. generally accepted auditing standards. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

**Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated September 15, 2016 on our consideration of Bi-State Primary Care Association, Inc. and Subsidiary's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Bi-State Primary Care Association, Inc. and Subsidiary's internal control over financial reporting and compliance.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
September 15, 2016

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Consolidated Balance Sheets

June 30, 2016 and 2015

ASSETS

	<u>2016</u>	<u>2015</u>
Current assets		
Cash and cash equivalents	\$ 1,466,850	\$ 1,288,492
Grants and other receivables	430,961	374,081
Prepaid expenses	<u>40,645</u>	<u>32,511</u>
Total current assets	1,938,456	1,695,084
Investments	102,140	101,665
Investment in limited liability companies	128,915	-
Property and equipment, net	<u>379,822</u>	<u>389,342</u>
Total assets	<u>\$ 2,549,333</u>	<u>\$ 2,186,091</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	\$ 135,370	\$ 201,095
Accrued salaries and related amounts	264,641	205,957
Deferred revenue	115,862	117,300
Current maturities on long-term debt	<u>-</u>	<u>23,279</u>
Total current liabilities	515,873	547,631
Long-term debt, excluding current maturities	<u>-</u>	<u>144,406</u>
Total liabilities	515,873	692,037
Net assets		
Unrestricted	<u>2,033,460</u>	<u>1,494,054</u>
Total liabilities and net assets	<u>\$ 2,549,333</u>	<u>\$ 2,186,091</u>

---

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

**BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY**  
**Consolidated Statements of Operations and Changes in Net Assets**  
**Years Ended June 30, 2016 and 2015**

	<u>2016</u>	<u>2015</u>
Operating revenue		
Grant revenue	\$ 3,862,147	\$ 3,883,622
Dues income	292,548	265,352
Other revenue	<u>562,151</u>	<u>147,417</u>
Total operating revenue	<u>4,716,846</u>	<u>4,296,391</u>
Expenses		
Salaries and benefits	2,564,246	2,345,485
Other operating expenses	1,712,280	1,703,374
Interest expense	5,368	10,154
Depreciation	<u>25,515</u>	<u>29,970</u>
Total expenses	<u>4,307,409</u>	<u>4,088,983</u>
Operating income	<u>409,437</u>	<u>207,408</u>
Other revenue and gains		
Equity earnings of limited liability companies	128,915	-
Investment income	<u>5,074</u>	<u>4,576</u>
Total other revenue and gains	<u>133,989</u>	<u>4,576</u>
Excess of revenue over expenses	543,426	211,984
Change in unrealized loss on investments	<u>(4,020)</u>	<u>(2,841)</u>
Increase in unrestricted net assets	539,406	209,143
Unrestricted net assets, beginning of year	<u>1,494,054</u>	<u>1,284,911</u>
Unrestricted net assets, end of year	<u>\$ 2,033,460</u>	<u>\$ 1,494,054</u>

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

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

**Consolidated Statements of Cash Flows**

**Years Ended June 30, 2016 and 2015**

	<u>2016</u>	<u>2015</u>
Cash flows from operating activities		
Change in net assets	\$ 539,406	\$ 209,143
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	25,515	29,970
Equity earnings of limited liability companies	(128,915)	-
Change in unrealized loss on investments	4,020	2,841
(Increase) decrease in		
Grants and other receivables	(56,880)	56,872
Prepaid expenses	(8,134)	(2,109)
Increase (decrease) in		
Accounts payable and accrued expenses	(65,725)	23,579
Accrued salaries and related amounts	58,684	24,450
Deferred revenue	<u>(1,438)</u>	<u>(170,698)</u>
Net cash provided by operating activities	<u>366,533</u>	<u>174,048</u>
Cash flows from investing activities		
Purchases of property and equipment	(15,995)	(18,096)
Purchases of investments	<u>(4,495)</u>	<u>(4,066)</u>
Net cash used by investing activities	<u>(20,490)</u>	<u>(22,162)</u>
Cash flows from financing activities		
Payments on long-term debt	<u>(167,685)</u>	<u>(21,918)</u>
Net cash used by financing activities	<u>(167,685)</u>	<u>(21,918)</u>
Net increase in cash and cash equivalents	178,358	129,968
Cash and cash equivalents, beginning of year	<u>1,288,492</u>	<u>1,158,524</u>
Cash and cash equivalents, end of year	\$ <u>1,466,850</u>	\$ <u>1,288,492</u>
Supplemental disclosures of cash flow information		
Cash paid for interest	\$ 5,368	\$ 10,154

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

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

## Notes to Consolidated Financial Statements

June 30, 2016 and 2015

### **Organization**

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

### **Subsidiary**

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

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

### **Principles of Consolidation**

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

### **Use of Estimates**

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

### **Income Taxes**

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

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

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

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

**Notes to Consolidated Financial Statements**

**June 30, 2016 and 2015**

**Cash and Cash Equivalents**

Cash and cash equivalents consist of demand deposits and money market accounts.

**Grants and Other Receivables**

Grants and other receivables are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible. Grants whose restrictions are met within the same year as recognized are reported as grant revenue in the accompanying consolidated financial statements.

**Investments and Investment Income**

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

Investments are exposed to various risks, such as interest rate, credit, and overall market volatility. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the consolidated balance sheets and consolidated statements of operations and changes in net assets.

**Property and Equipment**

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

**Deferred Revenue**

Deferred revenue represents unearned grants or contracts paid in advance of expenditure.

**Excess of Revenue over Expenses**

The consolidated statements of operations include the excess of revenue over expenses. Changes in unrestricted net assets which are excluded from the excess of revenue over expenses, consistent with industry practice, include unrealized gains and losses on investments other than trading securities.



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

**Notes to Consolidated Financial Statements**

**June 30, 2016 and 2015**

**Functional Expenses**

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

	<u>2016</u>	<u>2015</u>
Program services	\$ 3,403,113	\$ 3,284,583
General and administrative	<u>904,296</u>	<u>804,400</u>
Total Expenses	<u>\$ 4,307,409</u>	<u>\$ 4,088,983</u>

**Subsequent Events**

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through September 15, 2016, the date that the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements.

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

The Association provides services to promote healthcare access through numerous federal, state and private grants. The Association has the following relating to grant and member services activity:

	<u>2016</u>	<u>2015</u>
Grant and member services billed and not received	\$ 306,714	\$ 283,877
Grant appropriations not billed	4,067,419	3,605,699
Grant deferred revenue not earned	<u>(3,943,172)</u>	<u>(3,515,495)</u>
Grants and other receivables	<u>\$ 430,961</u>	<u>\$ 374,081</u>

The Association received advanced payments on certain grants with an unearned balance of \$115,862 and \$117,300 at June 30, 2016 and 2015, respectively.

**3. Investments**

Investments are stated at fair value and consisted of fixed income mutual funds at June 30, 2016 and 2015.

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

## Notes to Consolidated Financial Statements

June 30, 2016 and 2015

Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurement*, establishes a framework for measuring fair value that provides a fair value hierarchy which prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements).

The three levels of the fair value hierarchy under FASB ASC Topic 820 are disclosed as follows:

Level 1: Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Association has the ability to access.

Level 2: Inputs to the valuation methodology include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices that are observable for the asset or liability; and
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3: Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

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

#### 4. Investment in Limited Liability Companies

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

The Association is one of nine partners who have each made a capital contribution of \$15,000 to CHAC, plus an additional contribution of \$20,000 to \$25,000, which was deemed to be a note receivable. The note receivable was repaid in 2016. As the note receivable was fully reserved in 2015, the repayment is included in other revenue in 2016. The Association's investment in CHAC is reported on the equity method and the investment amounted to \$112,711 and \$0 at June 30, 2016 and 2015, respectively.

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

**Notes to Consolidated Financial Statements**

**June 30, 2016 and 2015**

The Association has provided management and administrative services to CHAC with an outstanding balance amounting to \$42,326 and \$217,458 due from CHAC as of June 30, 2016 and 2015, respectively. Due to uncertainty regarding collectability, no revenue was recognized during 2015. Payment was made in full on the 2015 services during 2016. As the accounts receivable was fully reserved in 2015, the repayment is included other revenue in 2016.

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

The Association is one of eight partners who have each made a capital contribution of \$500 to PHCP during 2015. The Association's investment in PHCP is reported using the equity method and the investment amounted to \$16,204 and \$0 at June 30, 2016 and 2015, respectively.

The Association has recorded a note receivable from PHCP in the amount of \$62,455 as of June 30, 2016 and 2015. Due to uncertainty regarding collectability, the note receivable has been fully reserved for.

The Association has also provided management and administrative services to PHCP with an outstanding balance amounting to \$17,807 and \$10,450 due from PHCP as of June 30, 2016 and 2015, respectively. Due to uncertainty regarding collectability, no revenue was recognized during 2015. Payment was made in full on the 2015 services during 2016. As the accounts receivable was fully reserved in 2015, the repayment is included other revenue in 2016.

**5. Property and Equipment**

Property and equipment consist of the following:

	<u>2016</u>	<u>2015</u>
Land	\$ 50,000	\$ 50,000
Buildings and improvements	430,136	430,136
Furniture and equipment	<u>38,194</u>	<u>41,280</u>
	518,330	521,416
Less accumulated depreciation	<u>138,508</u>	<u>132,074</u>
Property and equipment, net	<u>\$ 379,822</u>	<u>\$ 389,342</u>

**6. Line of Credit**

The Association has a \$100,000 unsecured revolving line of credit with a local bank through December 2016. The interest rate on the line of credit is Prime plus 1% with a 5% floor (5% at June 30, 2016). There was no outstanding balance on the line of credit at June 30, 2016 and 2015. The line of credit was not utilized at any time during the years ended June 30, 2016 and 2015.

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

**Notes to Consolidated Financial Statements**

**June 30, 2016 and 2015**

**7. Long-Term Debt**

A summary of the long-term debt follows:

	<u>2016</u>	<u>2015</u>
Mortgage payable, with a local bank, at a fixed interest rate of 5.66% with monthly payments of \$1,673 through July 2015, at which time the interest rate will reset to the FHLB Boston 5/20 amortizing rate plus 2.75% and the monthly payment will be adjusted every five years through August 2030. The mortgage is collateralized by real estate. The Association paid the mortgage in full during 2016.	\$ -	\$ 167,685
Less current portion	<u>-</u>	<u>23,279</u>
Long-term debt, excluding current portion	<u>\$ -</u>	<u>\$ 144,406</u>

**8. Concentrations of Risk**

The Association has cash deposits in a major financial institution which exceeds federal depository insurance limits. However these deposits are included in an Insured Cash Sweep (ICS) account which consists of high-yield savings accounts in other Federal Deposit Insurance Corporation insured institutions with no individual institution exceeding federal depository insurance limits. This strategy is endorsed by the American Banking Association. The bank provides monthly reporting.

**9. Retirement Plans**

The Association offers a defined contribution plan to eligible employees. The Association's contributions to the plan for the years ended June 30, 2016 and 2015 amounted to \$87,623 and \$105,620, respectively.

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

**10. Related Party Transactions**

The Association's board of directors is composed of elected executive directors or the most senior primary care directors of its members. The Association's revenue generated from member general dues and purchased services from organizations in which the executive director or most senior director is a member of the Association's board of directors amounted to \$190,752 and \$187,479 for the years ended June 30, 2016 and 2015, respectively. The Association also entered into sub-recipient agreements with members during the year. The amount of grant funds and other payments passed through to organizations in which the executive director or most senior director is a member of the Association's board of directors amounted to \$212,754 and \$417,010 for the years ended June 30, 2016 and 2015, respectively.

**SUPPLEMENTARY INFORMATION**

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

**Schedule of Expenditures of Federal Awards**

Year Ended June 30, 2016

<u>Federal Grant/Pass-Through Grantor/Program Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Contract Number</u>	<u>Total Federal Expenditures</u>	<u>Amount Passed Through to Sub-recipients</u>
<u>United States Department of Health and Human Services:</u>				
<u>Direct:</u>				
Maternal and Child Health Federal Consolidated Programs	93.110		\$ 44,941	\$ 43,703
Technical and Non-Financial Assistance to Health Centers	93.129		1,459,667	-
Telehealth Programs	93.211		205,453	13,627
Cooperative Agreement to Support Navigators in Federally-facilitated and State Partnership Marketplaces	93.332		412,134	260,649
Rural Health Care Services Outreach, Rural Health Network Development and Small Health Care Provider Quality Improvement Program	93.912		193,003	158,168
<u>Passthrough:</u>				
<u>Community Health Access Network</u>				
Rural Health Care Services Outreach, Rural Health Network Development and Small Health Care Provider Quality Improvement Program	93.912	D06RH27768	12,196	-
Total CFDA 93.912			205,199	158,168
<u>Medicaid Cluster</u>				
<u>State of New Hampshire Department of Health:</u>				
Medical Assistance Program	93.778	103-502664/90075001	42,895	-
Medical Assistance Program	93.778	102-500731/47000144	43,728	-
<u>State of Vermont Department of Vermont Health Access:</u>				
Medical Assistance Program	93.778	03410-1455-15	43,714	-
Medical Assistance Program	93.778	03410-5534-13	53,769	-
Total Medicaid Cluster			184,106	-

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

Year Ended June 30, 2016

<u>Federal Grant/Pass-Through Grantor/Program Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Contract Number</u>	<u>Total Federal Expenditures</u>	<u>Amount Passed Through to Sub-recipients</u>
<u>State of New Hampshire Department of Health Grants to States to Support Oral Health Workforce Activities</u>	93.236	102-500731/90080500	115,739	82,310
<u>State of Vermont Department of Health Substance Abuse and Mental Health Services Projects of Regional and National Significance</u>	93.243	03420-A14104S	46,591	44,753
<u>State of Vermont Department of Vermont Health Access: ACA - State Innovation Models: Funding for Model Design and Model Testing Assistance</u>	93.624	03410-1295-15	211,473	-
<u>ACA - State Innovation Models: Funding for Model Design and Model Testing Assistance</u>	93.624	03410-1496-15	475,340	-
Total CFDA 93.624			686,813	-
<u>Health Centers Cluster Community Health Access Network</u>				
Affordable Care Act (ACA) Grants for New and Expanded Services under the Health Center Program	93.527	1 H2QCS25663-01-00	204,304	-
Total Federal Awards, All Programs			\$ 3,564,947	\$ 603,210

The accompanying notes are an integral part of this schedule.

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

**Notes to Schedule of Expenditures of Federal Awards**

**Year Ended June 30, 2016**

**1. Basis of Presentation**

The schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of Bi-State Primary Care Association, Inc. and Subsidiary (the Association) under programs of the federal government for the year ended June 30, 2016. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Association, it is not intended to, and does not, present the consolidated financial position, changes in net assets, or cash flows of the Association.

**2. Summary of Significant Accounting Policies**

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. Pass-through entity identifying numbers are presented where available. The Association has elected to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.





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

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

We have audited, in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Bi-State Primary Care Association, Inc. and Subsidiary, which comprise the consolidated balance sheet as of June 30, 2016, and the related consolidated statements of operations and changes in net assets and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated September 15, 2016.

**Internal Control over Financial Reporting**

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

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

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

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

### **Compliance and Other Matters**

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

### **Purpose of this Report**

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

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
September 15, 2016



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE  
FOR THE MAJOR PROGRAM AND ON INTERNAL CONTROL OVER  
COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

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

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

We have audited Bi-State Primary Care Association, Inc. and Subsidiary's compliance with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on its major federal program for the year ended June 30, 2016. Bi-State Primary Care Association, Inc. and Subsidiary's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

***Management's Responsibility***

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

***Auditor's Responsibility***

Our responsibility is to express an opinion on compliance for Bi-State Primary Care Association, Inc. and Subsidiary's major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with U.S. generally accepted auditing standards; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Bi-State Primary Care Association, Inc. and Subsidiary's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

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

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

### ***Opinion on the Major Federal Program***

In our opinion, Bi-State Primary Care Association, Inc. and Subsidiary complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2016.

### **Report on Internal Control over Compliance**

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

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

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

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

*Berry Dawn McNeil & Parker, LLC*

Manchester, New Hampshire  
September 15, 2016

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

**Schedule of Findings and Questioned Costs**

**Year Ended June 30, 2016**

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

**Financial Statements**

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

Material weakness(es) identified?  Yes  No

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

Noncompliance material to financial statements noted?  Yes  No

**Federal Awards**

Internal control over major programs:

Material weakness(es) identified?  Yes  No

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

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

Any audit findings disclosed that are required to be reported in accordance with Section 510(a) of Uniform Guidance?  Yes  No

Identification of major programs:

<u>CFDA Number</u>	<u>Name of Federal Program or Cluster</u>
93.129	Technical and Non-Financial Assistance to Health Centers

Dollar threshold used to distinguish between Type A and Type B programs: \$750,000

Auditee qualified as low-risk auditee?  Yes  No

**2. Financial Statement Findings**

None

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

None



## BI-STATE PRIMARY CARE ASSOCIATION FY17 Board of Directors (July 2016 – June 2017)

### Board Chair:

**Kevin Kelley, MS, CMPE**

Chief Executive Officer

Community Health Services of Lamoille Valley

PO Box 749, 66 Morrisville Plaza

Morrisville, VT 05661

Phone: (802) 851-8607 ~ Fax: (802) 851-8313

[kkelley@chslv.org](mailto:kkelley@chslv.org)

### Board Vice Chair:

**Janet Laatsch, BSN, MBA**

Chief Executive Officer

Goodwin Community Health

311 Route 108

Somersworth, NH 03878

Phone: (603) 516-2550 ~ Fax: (603) 953-0066

[jlaatsch@goodwinch.org](mailto:jlaatsch@goodwinch.org)

### Board Secretary:

**Pamela Parsons**

Executive Director

Northern Tier Center for Health

44 Main Street

Richford, VT 05476

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[pparsons@notchvt.org](mailto:pparsons@notchvt.org)

**Gail Auclair, MSM, BSN, RN**

Chief Executive Officer

Little Rivers Health Care

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**Timothy R. Ford**

President and Chief Executive Officer

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### Board Immediate Past Chair:

**Edward Shanshala, II, MSHSA, MSEd**

Executive Director/Chief Executive Officer

Ammonoosuc Community Health Services

25 Mount Eustis Road

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Phone: (603) 444-2464 ~ Fax: (603) 444-5209

[Ed.shanshala@achs-inc.org](mailto:Ed.shanshala@achs-inc.org)

### Board Treasurer:

**Gregory White, CPA, CHFP**

Chief Executive Officer

Lamprey Health Care

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Newmarket, NH 03857

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**Grace Gilbert Davis, MSA, CHE**

Chief Executive Officer

Battenkill Valley Health Center

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**Martha Halnon, CPC, CAPP, CMPE**

Executive Director

Mountain Health Center

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**BI-STATE PRIMARY CARE ASSOCIATION**  
***FY17 Board of Directors (July 2016 – June 2017)***  
Page 2

**Kris McCracken, MBA**

President and Chief Executive Officer  
Manchester Community Health Center  
145 Hollis Street  
Manchester, NH 03101  
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[kmccracken@mchc-nh.org](mailto:kmccracken@mchc-nh.org)

**Richard Silverberg, MSSW, LICSW**

Executive Director  
Health First Family Care Center  
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**Kirsten Platte**

Executive Director  
Community Health Access Network  
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Newmarket, NH 03857  
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**Grant Whitmer, MSM, CMPE**

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[gwhitmer@chcrr.org](mailto:gwhitmer@chcrr.org)

**FY17 Bi-State Board of Directors Committee Chairs:**

- Executive Committee: Kevin Kelley
- Finance and Audit Committee: Greg White
- National Government Relations Committee: Kevin Kelley
- NH Government Relations Committee: Janet Laatsch
- Planning and Member Services Committee: Tim Ford
- VT Government Relations Committee: Gail Auclair

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

### **SUMMARY OF QUALIFICATIONS**

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

### **RELEVANT EMPLOYMENT**

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

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

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

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

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

### **EDUCATION**

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



# BI-STATE PRIMARY CARE ASSOCIATION



SERVING VERMONT & NEW HAMPSHIRE

## BI-STATE PRIMARY CARE ASSOCIATION

### *Position Description*

**Title:** Project Coordinator

**Reports To:** Director, Recruitment Center

**Employment Classification:** Full Time; Salaried; Exempt

**Date Last Updated:** November 28, 2016

**Current Incumbent:** To Be Hired

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

The Project Coordinator is responsible for all activities related to building the capacity of community health centers to fully implement and integrate substance use disorder treatment, specifically Medication Assisted Treatment (MAT), in their facilities. This includes working with community health centers and other organizations and agencies in the state that are also working to build and strengthen capacity in this area.

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

Under the supervision of the Recruitment Center Director, and in accordance with Bi-State policies and procedures, the Project Coordinator is responsible for organizing and conducting all aspects of Bi-State's work with the health centers that are building MAT and SUD treatment capacity into integrated primary care settings. This includes working closely with health centers to identify their infrastructure needs to increase and enhance capacity to implement MAT and linking them with resources available through the Bureau of Drug and Alcohol Services and other contracted entities that are building a community of practice in the state and providing technical assistance and trainings to support these efforts.

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

1. Develop and complete all activities described in the grant work plan on a timely basis.
2. Work collaboratively with the State and other public and private organizations to reach the goals and objectives of the grant.
3. Implement methods for ongoing assessment of the technical assistance needs of the health centers who are working to build MAT and SUD treatment capacity.
4. Maintain knowledge of best practices for establishing and integrating MAT and SUD treatment capacity in primary care settings. Identify trends, best practices and barriers relating to MAT among health centers. Disseminate this information to key stakeholders as appropriate to strengthen and enhance the ability of practices to implement MAT.

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

5. Convene and facilitate meetings of the project team and external stakeholders to support this work.
6. Develop Memoranda of Agreement with subcontractors and manage subcontractor work as required.
7. Assist in the preparation of the annual budget for the grant and related projects. Monitor and track all expenditures to ensure the project remains within its approved budget.
8. Favorably contribute to Bi-State’s financial position through meeting project goals, fee-for-service consulting, promoting the group purchasing pool, recruiting vendors and sponsors, grants and other sources of revenue generation.
9. Provide timely written and oral reports to the Recruitment Center Director on progress toward grant objectives and activities.
10. Maintain positive internal and external communication with Bi-State’s staff, members, Board of Directors, clients and external stakeholders.
11. Understand the mission and vision of the organization.
12. Live the values of the organization: learning, integrity, responsiveness and respect.
13. Other duties as assigned by your supervisor and/or the President and Chief Executive Officer and/or the Executive Vice President and Chief Operating Officer.

***Qualifications:***

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

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

***Skills Requirements:***

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

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

***Physical Requirements:***

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

***Mental Requirements:***

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

***Working/Environment Conditions:***

1. Climate-controlled office
2. Quiet work environment

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

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

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

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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

## COLLEEN MARGARET DOWLING

Phone: (603) 228-2830, ext. 127, Email: [cdowling@bistatepca.org](mailto:cdowling@bistatepca.org)  
525 Clinton Street, Bow, NH 03304

### EDUCATION

La Salle University, 2004 Magna Cum Laude, BA, Communications/English; Writing Concentration  
Gwynedd-Mercy College, 2009-2011, Dean's List, Respiratory Care

### WORK EXPERIENCE

Bi-State Primary Care Association, 2015-Current, NH Public Policy Administrative Assistant

- Provide administrative support to NH Public Policy Department and the organization as a whole
- Organize monthly meetings and trainings with NH member CEOs and their senior staff
- Compose biweekly news bulletin for Bi-State staff and NH members
- Prepare purchase orders and assist in managing Public Policy budget
- Take detailed meeting minutes to document participants and key topics
- Gather data, prepare presentation materials, proofread and edit documents, and maintain correspondence with member organization staff

Highmark Health Insurance Company, 2014 – 2015, Quality Development Specialist

- Monitored calls of licensed insurance agents to guarantee compliance with company guidelines and governmental healthcare regulations
- Ensured agents provided accurate information in a courteous and professional manner
- Provided reports, including error trends, observations and recommendations, to team leaders and management staff on an ongoing basis
- Maintained high evaluation scores as a quality assurance specialist, in scoring calls accurately and in accordance with the standards of the company and the Quality Assurance Department
- Compiled and organized meeting minutes into reports; trained new Quality Department colleagues
- Utilized Salesforce.com, a customer relationship management tool, to create and track leads
- Employed Microsoft, NICE and QES/Verint Avaya Quality Management System to track and score agent performance and automate workflow

Highmark Health Insurance Company, 2013-2014, Licensed Insurance Agent, Trainer for Sales Department

- Achieved high scores from Quality Assurance Department and management
- Advised customers on health care plans under the new Affordable Care Act

KC's Alley, 2013, Server-Trainer, Hostess

- Trained new recruits, enhanced sales and customer service skills in fast-paced service industry

Philly Temps, 2012, Administrative Assistant

- Assisted Director of Office of Research and Development at Arcadia University
- Answered phone calls and emails, organized file system, maintained inventory of office supplies and equipment, interacted with and provided needed information to internal departments
- Registered and assisted a high volume of participants in workshops at Philadelphia Convention Center, managed payments, assisted the guest speakers by instructing attendees on meeting materials, received high scores in computer proficiency tests, including MS Office

Morris Arboretum, 2012, Horticulture Volunteer

- Worked with a team in a variety of horticultural jobs

Aria Hospital, Torredale, 2011, Respiratory Care Clinical Assistant/Volunteer

- Obtained CPR Certification
- Performed respiratory care procedures and supported hospital patients during their treatments; completed weekly checklist and daily log of tasks completed
- Achieved Dean's List throughout two+ years in Respiratory School

Chiayi City Monastery, Taiwan, 2010, English Teacher

- Taught English to residents and members of the monastic community
- Instructed students on basic aspects of American culture

Philadelphia Community College, 2008-2009, Admissions Assistant

- Guided candidates through application process with "Gateway to College," a program that helps high school dropouts earn a diploma as well as college credits
- Recruited potential applicants, handled mail and telephone calls with students and parents interested in the program, proctored exams, created and maintained active files, managed front office operations

Kojen Language School, Taiwan, 2007-2008, English/Writing Teacher

- Taught English to children, ages 6-14
- Instructed speaking and writing intensive courses for adults

Villanova University, 2005-2006, Assistant Project Coordinator

- Assisted Chair of Public Administration
- Served as primary contact for tenure position hires; maintained a database and filing system for all applicants
- Advised students on course requirements; coordinated events, such as guest lectures
- Completed expense reports for department staff and graduate assistants
- Worked as a liaison providing faculty, staff, undergraduate and graduate students support and guidance on department policies
- Proofread and corrected documents for faculty
- Ordered supplies and managed paperwork for purchasing

SEI Investments, 2004-2005, Receipt Queue Trainer

- Allocated cash receipts into appropriate retirement funds
- Trained new employees and audited quality of work

La Salle University, 2002-2003, Assistant Director of Annual Fund

- Won contests and awards for high number of donations raised for La Salle University in 2002-2003
- Participated directly in telephone campaigns to raise funds for alumni events

## ACCOMPLISHMENTS

Wrote and directed a children's musical *Tree Family* performed at Kojen Language School in Taiwan

Won "On the Spot" award from Highmark Director for excellence in customer service and knowledge Of Health Care Reform laws

Wrote winning caption chosen for *The Big Book O' Beer* by Philadelphia Magazine crime writer Duane Swierczynski

Received commendation at SEI for excellence in training new hires

Kept journal of my two years in Taiwan and of my travels in Hong Kong and Japan

## ACTIVITIES

Currently Keyboardist, Vocalist, Songwriter for local band Turnsoul

Volunteer English and Guitar Instructor for Taiwanese Seniors

Piano Player for children's church group in Taipei, Taiwan

National Society of Collegiate Scholars

Member of first La Salle Women's Rugby team

**KIMBERLY M. MARTIN**  
**525 Clinton Street, Bow NH 03304**  
**603-228-2830, x 122**  
**kmartin@bistatepca.org**

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## **SUMMARY**

Accounting professional with strong experience specific to accounts receivable and accounts payable, with some experience in payroll and journal entries. Successful record of working directly with vendors to process payments for cash in advance and cash on delivery orders. Excellent organizational skills with the ability to prioritize as well as multi-task. Positive and energetic, can handle projects with enthusiasm and meet deadlines.

## **AREAS OF STRENGTH**

- Customer Relations
- Cash Management
- Account reconciliation
- Problem Solving

## **SKILLS**

- Microsoft Office – Excel, Word, Outlook
- Peachtree
- Wood Ware Accounting System
- 10 Key Calculator
- Type 40-50 WPM

## **PROFESSIONAL EXPERIENCE**

### **Accounts Payable/Payroll Manager**

Riverside Millwork Co., Inc., Penacook, NH

07/06-02/08

- Processed cash receipts for up to 5 showrooms daily.
- Maintained long term business relations with over 100 active vendors.
- Perform the matching and posting of vendor invoices.
- Created and maintained bank balance sheets on a daily basis, making needed balance information easily accessible for up to 6 bank accounts.
- Researched and processed 30 vendor 1099's.
- Prepared check runs on a daily basis for Presidents review.
- Prepare and enter weekly payroll for 40 employees using ADP Easy Pay Net.
- Calculate Monthly commissions for 20 salespeople.
- Administrator for the cancellation of company savings plan and employee withdrawals.

### **Server/Key Hourly Associate**

Applebee's Bar and Grill, Tilton, NH

08/01-07/07

- Ensured customer satisfaction through complete and courteous service.
- Greeted customers and solved questions and concerns.
- Attended server training seminars to be the head trainer for the store.
- Received the employee of the year runner up award in 2002.

- Received the employee of the year award in 2003.
- Managed the store in absence of managers.

**Shift Supervisor/Press Operator**

Freudenberg NOK, Bristol NH

09/08-08/01

- Supervised 5 people for a period of 8 months.
- Manufactured automotive parts using presses and finishing trimmers.
- Submitted daily scrap and production reports to Cell Supervisor.
- Prepared material request slips for shift production.

**EDUCATION**

Southern New Hampshire University

2005-2009

3 classes remaining to receive Bachelor degree in Financial Accounting

Current GPA: 3.67

New Hampshire Technical Institute

2001-2004

Received Associates degree in Accounting

GPA: 3.57

Laconia High School

1988-1992

Diploma Acquired

## LORI H. REAL, M.H.A.

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### EXPERIENCE

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

**EVP/Chief Operating Officer**

**Administrator, Community Health Accountable Care LLC**

Direct operations, policy and programs for 32 members to include: marketing/development, state public policy, community development, workforce recruitment and retention, finance, human resources and information technology for offices in Montpelier, Vermont and Concord, New Hampshire. Manage a budget of \$5 million and a staff of 24 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

### AWARDS

National Association of Community Health Centers, Henry Fiumelli Patient Advocate Award – 2012

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



**Abigail Stanton Mercer**

525 Clinton Street, Bow, NH 03304  
603-228-2830, x118  
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  
Four-season resort. \$8 million annual sales. Responsible for finance and accounting functions and information technology. GASB 34 responsibility. Winter season employees number 500+.

GILFORD, NH  
August 2001 to June 2007

MEDSOURCE TECHNOLOGIES  
Controller  
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.

LACONIA, NH  
November 1999 to August 2001

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

PLYMOUTH, NH  
August 1998 to November 1999

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  
Four-season resort and homeowners' association

LINCOLN, NH  
October 1995 to October 1996

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  
Part time instructor of Federal Laws governing human resources management.

LACONIA, NH  
1994-1996

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

# Adam Woodall

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**Objective** To utilize my I.T. skills assisting your organization.

- Skills**
- PC Maintenance/ Desktop Support
  - Help Desk
  - Phone System Administration (VOIP/PBX)
  - Windows Server and Active Directory Administration
  - Mail Server Administration (Exchange)
  - Network Security
  - System Backups and Disaster Recovery
  - Network Design and Implementation
  - Networking Hardware Configuration
  - End User Training
  - Remote Access Administration

**Work Experience**

<b>2004–Present</b>	Bi-State Primary Care Association	Bow, NH
	Information Technology Systems Manager	
<b>2001-2003</b>	Meredith Marina	Meredith, NH
	<i>Please reference pg. 2 section A for full job description</i>	
<b>2003-2005</b>	The Network Managers & Trainers Inc.	Tilton, NH
	<i>Please reference pg. 2 section B for full job description</i>	
<b>2005-2007</b>	Retirement Alliance	Manchester, NH
	<i>Please reference pg. 2 section C for full job description</i>	
<b>2007-Present</b>	Bi-State Primary Care Association	Concord, NH
	<i>Please reference pg. 2 section D for full job description</i>	

**Education**

**New Hampshire Technical Institute** Concord, NH

- Associate of Science, Computer Information Systems. (Honors)
- Internship- Lakes Region General Healthcare (FRH) IT Department

**References** Available upon request

**Section A:**

Customer Service Representative-

Maintained a professional and friendly rapport with clients of Meredith Marina

Assisted in ensuring that customers experience with Lake Winnepesaukee was both safe and pleasant

Instructed inexperienced boaters on safety and proper operation of a motor boat on the lake

**Section B:**

Field Technical Support Representative-

Reported to customer sites to resolve technical issues as they arose, and scheduled routine Windows server and desktop maintenance visits with clients, and held one to one meetings to address customer concerns, discuss solutions, and recommend enhancements

**Section C:**

Desktop Support/Systems Administration-

Maintain the day to day operations of a TPA firm that utilizes the following technology

Windows 2003 Servers	Microsoft Operating Systems
Microsoft Office	Cisco Networking Hardware
Windows Active Directory	Televantage Phone systems
Goldmine CRM	Exchange E-Mail System
Third Party Trading Software	Citrix Remote Access
Third party ASP connectivity	Veritas Backup Solutions

Hold weekly meetings with supervisors to discuss network systems and suggest upgrades, and implement said improvements

Maintain network and phone systems hardware and cabling

Maintain technical documentation and train end-users to ensure they have sufficient knowledge of technology required to perform their assigned tasks

**Section D:**

I.T. / Office Systems Manager-

Complete and total I.T. and Office System support and development. Single point of technology reference for Bi-State Primary Care Association offices in NH and VT. Develop, and maintain technology budget annually. Work w/ management as well as third party vendors to provide full support and ensure end user productivity.

Ann M. Forrest  
525 Clinton Street  
Bow, NH. 03304  
(603) 228-2830  
aforrect@bistatepca.org

Experience:

February 2013 to Present

Accounts Payable, Part-Time, Concord Otolaryngology, Concord, NH

- Accounts Payable (QuickBooks)
- Daily bank deposit reconciliation
- Monthly credit card and bank reconciliations
- Payroll posting

November 2009 to July 2011

Administrative Assistant, Part-Time, Williamson's Accounting, Manchester, NH

- QuickBooks data entry for customer accounts (A/R, A/P, Payroll)
- Income tax preparation and mailing
- Filing and company mailings

September 1996 to November 2009

Homemaker, Volunteer

March 1990 to August 1996

Credit Representative, Key Accounts, Timberland Company, Stratham, NH

- Manage multi-million dollar account base
- Research and reconciliation of accounts
- Monthly cash forecasting
- Customer financial statement analysis

Accounts Receivable Assistant, Timberland Company, Stratham, NH

- Cash application and daily deposits
- Shipment tracking and claims
- Sales expense reports

Ann M. Forrest

Education:

Franklin Pierce College

Major: Accounting

Grad.: 1994 (BS Accounting)

References:

Claudette Brown

Concord Otolaryngology

194 Pleasant St.

Concord, NH. 03301

(603) 224-2353

Manon Williamson

Williamson's Accounting Service

101 Eats Industrial Dr. Unit #5

Manchester, NH. 03109

(603) 232-5913

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
<b>Stephanie Pagliuca</b>	<b>Director, Recruitment Center</b>	<b>\$ 88,698</b>	<b>2.5%</b>	<b>\$ 1,109</b>
<b>To be Hired</b>	<b>Project Coordinator</b>	<b>\$ 58,000</b>	<b>75.0%</b>	<b>\$ 21,750</b>
<b>Colleen Dowling</b>	<b>Administrative Assistant</b>	<b>\$ 34,320</b>	<b>10.0%</b>	<b>\$ 1,716</b>
<b>Kimberly Martin</b>	<b>Sr. Accountant</b>	<b>\$ 80,125</b>	<b>5.0%</b>	<b>\$ 2,003</b>
<b>Accounting/IT/Compliance</b>	<b>(see below)</b>	<b>\$ 92,500</b>	<b>7.5%</b>	<b>\$ 3,469</b>
<i>Lori Real</i>	<i>COO</i>	<i>\$155,574</i>		
<i>Abigail Mercer</i>	<i>CFO</i>	<i>\$148,061</i>		
<i>Adam Woodall</i>	<i>IT Manager</i>	<i>\$ 70,514</i>		
<i>Ann Forrest</i>	<i>Accounting Clerk</i>	<i>\$ 18,210</i>		