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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

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September 22, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend an existing **Sole Source** contract with Community Health Access Network (VC #162256-B001), Newmarket, NH, to continue improving prevention and management of diabetes, prediabetes, high blood pressure, high cholesterol and arthritis, by exercising a contract renewal option by increasing the price limitation by $1,300,000 from $892,078 to $2,192,078 and extending the completion date from June 29, 2021 to June 30, 2022 effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on January 23, 2019, item #29 and most recently amended with Governor and Council approval on March 25, 2020, item #20.

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

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

State Fiscal Year	Class/ Object	Class Title	Activity Code	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Services	90017317	$110,000	$0	$110,000
2019	102-500731	Contracts for Program Services	90017417	$140,000	$0	$140,000
2020	102-500731	Contracts for Program Services	90017003	$181,039	$0	$181,039
2020	102-500731	Contracts for Program Services	90017002	$181,039	$0	$181,039
2021	102-500731	Contracts for Program Services	90017003	$140,000	$250,000	$390,000
2021	102-500731	Contracts for Program Services	90017002	$140,000	$180,000	$320,000

2022	102-500731	Contracts for Program Services	90017003	$0	$390,000	$390,000
2022	102-500731	Contracts for Program Services	90017002	$0	$320,000	$320,000
[redacted]	[redacted]	[redacted]	*Subtotal*	*$892,078*	*$1,140,000*	*$2,032,078*

05-95-90-902010-7046 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, ARTHRITIS

State Fiscal Year	Class/ Object	Class Title	Activity Code	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Services	90017717	$0	$0	$0
2020	102-500731	Contracts for Program Services	90017717	$0	$0	$0
2021	102-500731	Contracts for Program Services	90017717	$0	$50,000	$50,000
2022	102-500731	Contracts for Program Services	90017717	$0	$50,000	$50,000
[redacted]	[redacted]	[redacted]	*Subtotal*	*$0*	*$100,000*	*$100,000*

05-95-90-902010-7045 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WISEWOMAN

State Fiscal Year	Class/ Object	Class Title	Activity Code	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Services	90007045	$0	$0	$0
2020	102-500731	Contracts for Program Services	90007045	$0	$0	$0
2021	102-500731	Contracts for Program Services	90007045	$0	$30,000	$30,000
2022	102-500731	Contracts for Program Services	90007045	$0	$30,000	$30,000
[redacted]	[redacted]	[redacted]	*Subtotal*	*$0*	*$60,000*	*$60,000*
[redacted]	[redacted]	[redacted]	**TOTAL**	**$892,078**	**$1,300,000**	**$2,192,078**

EXPLANATION

This request is **Sole Source** because the Community Health Access Network is New Hampshire's only Health Center Controlled Network, making them uniquely qualified to continue to expand the work that has taken place for the last several years to improve prevention and management of diabetes, prediabetes, high blood pressure, high cholesterol and arthritis. The Contractor supports Federally Qualified Health Centers (FQHCs), including healthcare for the homeless programs by providing specialized training and technical assistance, leveraging shared

resources and offering data analytics expertise to support quality measurement and improvement. They also share and apply key lessons learned across FQHC providers. Contractor sites serve New Hampshire's most vulnerable populations, including nearly 70,000 patients statewide, many of whom are Medicaid recipients.

The purpose of this request is to enhance efforts to maximize the use of healthcare information technology to increase patient engagement in self-management, including telehealth and remote patient monitoring, and use of an easy-to-access patient portal which has become essential during the COVID-19 pandemic. Funding is being added to include a new population for diabetes and heart disease work: uninsured/underinsured women enrolled in the Breast and Cervical Cancer Screening Program (BCCP) who participate in the new, supplemental funded WISEWOMAN program, designed to reduce cardiovascular disease risk. Funding is being added to include screening for physical activity as a vital sign, assessment of patient physical activity and referrals to community based programming to increase physical activity. In addition, arthritis funding is being added to support physical activity as an alternative to medication/opioids for pain management.

The Contractor assisted the Federally Qualified Health Centers to become accredited Diabetes Self-Management Education and Support (DSMES) Programs that provide high quality services through the patients' medical home. This past August, Lamprey Health Care became the first Federally Qualified Health Center to achieve Diabetes Self-Management Education and Support accreditation in New Hampshire, with very few Federally Qualified Health Centers achieving this accreditation at a national level. Additionally, the Contractor supports sites to provide Diabetes Self-Management Education and Support via telehealth, as well as assists the Department with evaluating the new telehealth process for Diabetes Self-Management Education and Support including challenges, facilitators, lessons learned and important tools and resources provided to enhance the patient experience.

The Contractor is leading quality improvement efforts to improve chronic disease clinical quality measures. Eight (8) contractor sites are engaged in a self-measured blood pressure (SMBP) project that includes distribution of blood pressure cuffs to some of New Hampshire's most vulnerable patients, in order to support better self-manage high blood pressure at home.

The Contractor will increase its support of Federally Qualified Health Centers health information technology to continue providing services via telehealth as well as patient supports for remote monitoring of blood pressure, blood glucose, etc. This support has become essential during the COVID-19 pandemic and is expected to continue as the pandemic has likely permanently changed the way healthcare is delivered and how patients expect to engage in their care. Of particular importance is the access to care by vulnerable populations with chronic disease who need to engage in regular appointments, work with allied team members to avoid costly complications and disability associated with poor disease management.

The Contractor will continue to support implementation of the Unite Us platform selected by the Integrated Delivery Networks for bi-directional referrals between clinical and community programs. The goal is to maximize the use of healthcare information technology to increase patient self-management.

The Department will monitor contracted services utilizing the following performance measures:

- Number of pharmacy locations/pharmacists using patient care processes that promote medication management or DSMES for people with diabetes;
- Number and proportion of new accredited/recognized DSMES programs;

- Number of pharmacists engaged in the practice of MTM to promote medication self-management and lifestyle modification for high blood pressure and high cholesterol;
- Percentage of pharmacists engaged in the practice of MTM to promote medication self-management and lifestyle modification for high blood pressure and high cholesterol;
- Number of patients served within healthcare organizations with systems to identify people with prediabetes and refer them to NDPP;
- Number of patients within health systems to report standardized clinical measures for the management of patients with high blood pressure;
- Percentage of patients within health systems to report standardized clinical measures for the management of patients with high blood pressure;
- Number of patients within health systems with high blood pressure and high cholesterol referred to an evidence-based lifestyle program;
- Percentage of patients within health systems with high blood pressure and high cholesterol referred to an evidence-based lifestyle program;
- Number and percentage of patients in health system(s) with a protocol for identifying patients with undiagnosed high blood pressure;
- Number and percentage of patients in health system(s) that have policies or systems to implement a multi-disciplinary team approach to blood pressure control;
- Number and percentage of patients in health care systems implementing new or enhanced team-based approaches or policies to address blood pressure control;
- Number and percentage of patients in health system(s) referred to an appropriate evidence-based prevention or management/program/healthy behavior support service;
- Number and percentage of patients in health system(s) with an implemented community referral system (through bi-directional referrals) for prevention or management programs/healthy behavior support services for people with high risk for cardiovascular disease;
- Number and percentage of patients in health system(s) referred to a evidence-based prevention or management/healthy behavior support service who attend at least one session;
- Number of individuals with diabetes with at least one (1) encounter at an ADA-recognized/ADCES-accredited DSMES program;
- Number of participants enrolled in CDC-recognized lifestyle change programs (NDPPs);
- Number of participants enrolled in the YMCA Blood Pressure Monitoring Program;
- Number of patients enrolled in self-monitoring of blood pressure (SMBP) with clinical support;
- Number and percentage of patients in health system(s) with known high blood pressure who have achieved blood pressure control;
- Number of patients screened for EIM Physical Activity Vital Sign;
- Number of patients diagnosed as inactive; and
- Number of prescriptions generated for exercise.

As referenced in Exhibit C-1 Revisions to General Provisions of the original contract, the parties have the option to extend the agreement for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the three (3) years available.

Should the Governor and Council not authorize this request, the Department may be unable to support chronic disease clinical quality improvement; referral to evidence-based prevention and management programs and barrier reduction to participation in prevention and management programs by Federally Qualified Health Center patients.

Area served: Statewide

Source of Funds: Federal Funds from the US Department of Health and Human Services, Centers for Disease Control, CFDA #93.426, FAIN NU58DP006515; CFDA #93.945, FAIN NU58DP006448 and CFDA #93.436, FAIN NU58DP006836.

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

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
Diabetes and Heart Disease Clinical Quality Improvement and Referral Contract

This 2nd Amendment to the Diabetes and Heart Disease Clinical Quality Improvement and Referral contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Health Access Network (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 207 S. Main Street, Newmarket, NH 03857.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on January 23, 2019 (Item #29), as amended on March 25, 2020 (Item #20), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1 Revisions to General Provisions, Paragraph 3, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2022.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $2,192,078.

3. Modify Exhibit A, Scope of Services by replacing in its entirety with Exhibit A – Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, to read:

   1) The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

      1.1. This contract is funded with 100% federal funds from the Centers for Disease Control and Prevention: Improving the Health of Americans through Prevention and Management of Diabetes and Heart Disease and Stroke, CFDA# 93.426, Federal Award Identification Number (FAIN) NU58DP006515; New Hampshire Public Health Approaches to Addressing Arthritis, CFDA# 93.945, FAIN NU58DP006448; and New Hampshire Well-Integrated Screening and Evaluation for Women Across the Nation (WISEWOMAN) CFDA #93.436, FAIN NU58DP006836.

      1.2 The Contractor agrees to provide the services in Exhibit A – Amendment #2, Scope of Services, in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.

5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2, Subsection 2.1 to read:

   2.1 Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and in accordance with the approved line items in Exhibit B-1 Budget Sheet through Exhibit B-13 Budget, Amendment #2.

6. Modify Exhibit B, Methods and Conditions Precedent to Payment, to add Section 4, to read:
    4) Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
7. Modify Exhibit B-3, Budget Sheet (Amendment #1) by deleting in its entirety.
8. Add Exhibit B-6 Budget, Amendment #2.
9. Add Exhibit B-7 Budget, Amendment #2.
10. Add Exhibit B-8 Budget, Amendment #2.
11. Add Exhibit B-9 Budget, Amendment #2.
12. Add Exhibit B-10 Budget, Amendment #2.
13. Add Exhibit B-11 Budget, Amendment #2.
14. Add Exhibit B-12 Budget, Amendment #2.
15. Add Exhibit B-13 Budget, Amendment #2.

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

September 21, 2020
Date

Name: Lisa Morris
Title: Director, Division of Public Health Services

Community Health Access Network

9/18/2020
Date

Name: Joan M. Tulk
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

09/22/20
Date

Catherine Pinos
Name:
Title: Catherine Pinos, Attorney

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Scope of Services

1. Statement of Work

1.1. The Contractor shall subcontract with a minimum of three (3) primary health care clinics to implement chronic disease prevention and management activities. The chronic diseases include:

1.1.1. Prediabetes;

1.1.2. Diabetes;

1.1.3. High blood pressure (hypertension);

1.1.4. High cholesterol (hypercholesterolemia); and

1.1.5. Arthritis.

1.2. The Contractor shall ensure Diabetes and Heart Disease clinical quality improvement and referral activities apply to the adult patient population eighteen (18) years of age and older served by the partnering primary care clinical sites.

1.3. The Contractor shall provide technical and administrative support to the clinics identified in Subsection 1.1 above. Technical and administrative activities must support:

1.3.1. CVD risk screenings;

1.3.2. Risk reduction counseling;

1.3.3. Health risk assessment;

1.3.4. Medication adherence and follow-up on abnormal values which may include, but are not limited to:

1.3.4.1. Enhancements to the patient portal.

1.3.4.2. Developing screening tools completed by patients prior to appointments.

1.3.4.3. Creating alerts for follow-up counseling and abnormal/alert values, algorithms, registries and other clinical decision supports.

1.3.5. Collaborating with clinical representatives at participating health clinics to adopt standard cardiovascular risk screening tools;

1.3.6. Providing reports to monitor and track clinical data improvements that include:

1.3.6.1. Identification;

1.3.6.2. Management;

1.3.6.3. Treatment; and

1.3.6.4. Outcomes.

1.3.7. Implementing protocols for identifying undiagnosed and uncontrolled:

1.3.7.1. Prediabetes;

1.3.7.2. Diabetes;

1.3.7.3. High blood pressure; and

1.3.7.4. High cholesterol.

1.3.8. Implementing Team-Based Care, a multi-disciplinary team approach, to reduce the risk of CVD that includes, but is not limited to:

1.3.8.1. Engaging non-physician team members to expand follow-up and support expanded health team members in community settings. Non-physician team members may include, but are not limited to:

1.3.8.1.1. Community health workers.

1.3.8.1.2. Social workers.

1.3.8.1.3. Patient navigators.

1.3.8.1.4. Pharmacists.

1.3.8.1.5. Dietitians.

1.3.9. Implementing collaborative Pharmacy Practice Agreements between providers and pharmacists and/or partner with schools of pharmacies to:

1.3.9.1. Provide medication therapy management (MTM);

1.3.9.2. Reduce barriers to understanding the treatment regimen and accessing medication; and

1.3.9.3. Improve medication adherence for patients with newly diagnosed and/or uncontrolled high blood pressure, high cholesterol and diabetes.

1.3.10. Communicating and coordinating care among team members that includes:

1.3.10.1. Coordination of community resource referrals;

1.3.10.2. Evidence-based prevention and management programs/healthy behavior support services; and

1.3.10.3. Clinical services.

1.3.11. Providing support for activities including:

1.3.11.1. Health center assessment;

1.3.11.2. Planning;

1.3.11.3. Training;

1.3.11.4. Implementation; and

1.3.11.5. Sustainability of care teams.

1.3.12. Improving Health Information Technology (HIT) entirely within their existing technology systems and submitting reports of aggregate data only to the Department. No personally identifiable information (PII) or protected health information (PHI) will be shared with the Department;

1.3.13. Assisting with continuous quality improvement efforts that may include, but are not limited to:

1.3.13.1. Facilitating Quality Improvement Team Meetings.

1.3.13.2. Utilizing quality improvement tools that may include, but are not limited to fishbone diagram and 5 Whys.

1.3.14. Tracking pre and post progress on Diabetes and Heart Disease quality measures that quantify healthcare processes, outcomes, and organizational structure;

1.3.15. Assisting with state and federal reporting;

1.3.16. Training and/or scholarships for clinic staff to attend professional meetings;

1.3.17. Development of a sustainability plan;

1.3.18. Increasing care coordination by implementing closed-loop referrals between clinical and community-based programs related to chronic disease prevention and management. The Contractor shall:

1.3.18.1. Build interfaces between the clinics' Electronic Health Record (EHR) and a referral platform.

1.3.18.2. Provide technical support, training and assistance to clinics on workflow redesign.

1.3.18.3. Evaluate implementation in collaboration with the Department's evaluator.

1.3.18.4. Share lessons learned at meetings with key stakeholders of clinical and community-based programs.

1.4. The Contractor shall track the progress of quality improvement initiatives that include, but are not limited to:

1.4.1. Health assessments.

1.4.2. Changes implemented to current processes.

1.4.3. Measurement plan to determine success.

1.4.4. Sustainability plan.

1.5. The Contractor shall offer scholarships to staff of participating clinical sites upon Department approval to promote professional development.

1.6. The Contractor shall provide support that enables the clinical sites to provide or refer to evidence-based disease prevention and management programs and services to the population in Subsection 1.2 above. Support activities include, but are not limited to:

1.6.1. Improving access to and participation in Diabetes Self-Management Education and Support (DSMES) programs that are recognized and/or accredited by the Americans Diabetes Association (ADA) or Association of Diabetes Care and Education Specialists (ADCES) to establish new ADA-recognized/ADCES-accredited DSMES programs which may include, but are not limited to:

1.6.1.1. Linking clinics to resources for recognition and/or accreditation.

1.6.1.2. Providing access to consultants who are certified diabetes educators or other DSMES physical sites accredited/recognized in NH that can assist with the process.

1.6.1.3. Obtaining a license from the ADA or ADCES to recognize and or accredit DSMES programs throughout the state.

1.6.2. Integrating DSMES programs and/or referrals into coordinated care that may include but is not limited to Patient-Centered Medical Homes.

1.6.3. Building EHR-generated or other systems to facilitate and track referrals and enhance decision support.

1.6.4. Working with community and clinical partners as well as patients and caregivers to eliminate barriers to access to increase participation in DSMES programs.

1.6.5. Working with health care providers to increase referrals to DSMES programs for individuals with diabetes.

1.6.6. Assisting clinics with implementing activities that identify individuals with prediabetes to ensure referrals to the National Diabetes Prevention Program (NDPP).

1.6.7. Facilitating systematic referrals of adults with hypertension and/or high blood cholesterol, and arthritis to community programs or resources that include, but are not limited to:

1.6.7.1. YMCA's Blood Pressure Self-Monitoring program.

1.6.7.2. Weight Watchers.

1.6.7.3. Supplemental Nutrition and Assistance Program and Education (SNAP-ED).

1.6.7.4. Expanded Food and Nutrition Education Program (EFNEP).

1.6.7.5. Taking Off Pounds Sensibly (TOPS).

1.6.7.6. Curves Complete.

1.6.7.7. Chronic Disease Self Management Program (CDSMP).

1.6.8. Removing enrollment barriers to programs including, but not limited to, childcare or transportation.

1.7. The Contractor shall track and monitor clinical measures that have shown to improve healthcare quality and identify patients with Cardiovascular Disease (CVD) risk.

1.8. The Contractor shall link community resources and clinical services that support:

1.8.1. Bi-directional referrals;

1.8.2. Self-management; and

1.8.3. Lifestyle change for adults at risk for CVD.

1.9. The Contractor shall:

1.9.1. Work collaboratively with community-based organizations that provide evidence-based prevention and management programs/healthy behavior support services;

1.9.2. Focus on removing enrollment barriers to programs that may include, but are not limited to childcare and transportation;

1.9.3. Enhance or build electronic and/or paper-based systems within the clinics' existing EHR systems that facilitate exchange of information between medical and community-based organizations to support:

1.9.3.1. Medical follow-up;

1.9.3.2. Evidence-based prevention and management programs and/or healthy behavior support services; and

1.9.3.3. Enable tracking of referrals, and other critical support services.

1.9.4. Build interfaces between the clinics' existing EHR systems and a referral platform;

1.9.5. Provide technical support, training and assistance with workflow redesign to clinics;

1.9.6. Evaluate implementation in collaboration with the Department's evaluator;

1.9.7. Share lessons learned through meetings with key stakeholders of clinical sites and community providers;

1.9.8. Utilize health-coaching strategies to ensure participants are engaged in evidence-based prevention and management programs and services in the community;

1.9.9. Collaborate with health care systems and other stakeholders to expand use of tele-health technology to promote disease management and remote patient monitoring with clinical follow-up;

1.9.10. Make referrals to:

1.9.10.1. The NDPP;

1.9.10.2. DSMES programs; and

1.9.10.3. Community programs for high blood pressure and/or high cholesterol.

1.9.11. Implement systems that may include but are not limited to Health Information Technology (HIT) policies and/or protocols for screening, testing and referring adults eighteen (18) years of age and older with prediabetes to NDPP that may include, but are not limited to:

1.9.11.1. Retrospectively screen for and identify clients with prediabetes using EHRs and patient registries and generate health care provider NDPP referral letters for high-risk patients.

1.9.11.2. Embed prediabetes algorithms in the EHR to assist in identifying and referring patients with prediabetes to NDPP.

1.9.11.3. Incorporate prediabetes screening, testing, and referral into the clinical workflow.

1.9.12. Implement systems that may include, but are not limited to, HIT policies and/or protocols that ensure referrals to and participation in

accredited/recognized DSMES programs at the "Four (4) Critical Times," including:

1.9.12.1. At diagnosis;

1.9.12.2. Annually and/or when not meeting treatment targets;

1.9.12.3. When complicating factors develop, and

1.9.12.4. When transitions in life and care occur.

1.9.13. Implement systems that may include, but are not limited, to HIT policies and/or protocols and systematic referral for:

1.9.13.1. Self-measured blood pressure monitoring (SMBP) with clinical support;

1.9.13.2. YMCA Blood Pressure Self-Monitoring Program; and

1.9.13.3. Other Center for Disease Control (CDC) approved programs for high blood pressure and high cholesterol.

1.10. The Contractor shall in collaboration with health care providers implement Exercise is Medicine (EIM) Physical Activity Vital Sign screening, counseling and referrals to evidence-based exercise programs.

1.11. The Contractor shall assist clinics with implementing activities to identify patients with adequate and insufficient physical activity that may include but are not limited to:

1.11.1. Screening patients for physical activity at well office visits.

1.11.2. Documenting physical activity levels in EHR.

1.11.3. Diagnosing patients with physical inactivity where appropriate.

1.11.4. Generating a prescription for exercise to include referring participants to appropriate physical activity programs approved by the Department. Referrals for physical activity:

1.11.4.1. Must include a printed or electronic prescription with location for referral; and

1.11.4.2. May include an electronic referral through the Unite Us platform.

1.11.5. Distributing funds to clinics for start-up costs or incentive payments upon Department approval. Start-up costs may include:

1.11.5.1. Coach or participant teaching materials.

1.11.5.2. Training.

1.11.5.3. Distribution of funds to support a sustainability plan.

1.11.5.4. Program support incentives that do not exceed a monetary value of $20 per EIM participant.

1.12. The Contractor shall ensure clinics have a Department-approved sustainability plan in place prior to the distribution of funds.

1.13. The Contractor shall facilitate programming of automatic clinic referrals, within the clinics' existing EHR systems, to EIM Physical Activity Vital Sign, that includes, but are not limited to:

1.13.1. Implementing electronic capture and storage of physical activity levels using EIM in the EHR.

1.13.2. Creating a clinical decision support flag system to prompt clinics to select one (1) of the physical inactivity supplemental diagnoses.

1.13.3. Creating a re-screen EHR prompt at next annual well office visit for patients with adequate physical activity.

1.13.4. Creating clinical prompts for patients with insufficient physical activity that include, but are not limited to:

1.13.4.1. Triggering clinical decision support flags for ICD10 codes for physical activity supplied by the Department.

1.13.4.2. Triggering patient counseling activities for physical activity, that includes:

1.13.4.2.1. Approval by the Department and practice physicians before implementation;

1.13.4.2.2. Writing at an appropriate reading level for commonly served patient demographics;

1.13.4.2.3. Availability in print and digitally;

1.13.4.2.4. Obtaining patient consent; and

1.13.4.2.5. Educating patients on the benefits of increased physical activity, which includes preventing and/or managing chronic diseases including, but not limited to:

1.13.4.2.5.1. Arthritis.

1.13.4.2.5.2. Heart Disease.

1.13.4.2.5.3. Diabetes.

1.13.4.2.5.4. Obesity.

1.14. The Contractor shall attend annual in-person or electronic web-based meetings. In-person meetings shall take place at a location determined by the Department.

1.15. The Contractor shall participate in monthly in-person, conference-call or electronic web-based meetings with the Department to review contract performance in the areas of, but not limited to:

1.15.1. Activities.

1.15.2. Interventions.

1.15.3. Challenges.

1.15.4. Progress.

1.15.5. Funding.

1.16. The Contractor shall coordinate monthly in-person, conference call or electronic web-based meetings with subcontractors. Meeting topics will include, but are not limited to:

1.16.1. Activities.

1.16.2. Interventions.

1.16.3. Challenges.

1.16.4. Progress.

1.16.5. Funding.

1.17. The Contractor shall submit a DRAFT Work Plan in accordance with the requirements in this Exhibit A, Scope of Services – Amendment #2 of the Contract, and a new DRAFT Work Plan upon any subsequent Amendments to the Scope of Services, for Department approval no later than fifteen (15) calendar days after the amendment Effective Date that includes, but is not limited to:

1.17.1. Performance measures.

1.17.2. Activities.

1.17.3. Staff names, titles and responsibilities.

1.17.4. Timelines.

1.18. The Contractor shall submit the FINAL Work Plan in accordance with the requirements in this Exhibit A, Scope of Services – Amendment #2 of the Contract, and a new FINAL approved Work Plan upon any subsequent Amendments to the Scope of Services, to the Department no later than thirty (30) calendar days after the amendment Effective Date.

1.19. The Contractor shall submit a DRAFT Work Plan on an annual basis, in accordance with Subsection 1.17 above, for Department approval no later than fifteen (15) calendar days after each State Fiscal Year end date.

1.20. The Contractor shall submit a FINAL Work Plan on an annual basis, in accordance with Subsection 1.18 above, for Department approval no later than thirty (30) calendar days after each State Fiscal Year end date.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

3.1. The Contractor shall submit quarterly reports to the Department no later than thirty (30) calendar days after each quarter end date that must include:

3.1.1. A brief narrative of work performed during the prior quarter;

3.1.2. Documented achievements; and

3.1.3. Progress towards meeting the performance measures.

4. Performance Measures

4.1. The Department will monitor Contractor performance based on the following performance measures:

4.1.1. Number of pharmacy locations/pharmacists using patient care processes that promote medication management or DSMES for people with diabetes;

4.1.2. Number and proportion of new accredited/recognized DSMES programs;

4.1.3. Number of pharmacists engaged in the practice of MTM to promote medication self-management and lifestyle modification for high blood pressure and high cholesterol;

4.1.4. Percentage of pharmacists engaged in the practice of MTM to promote medication self-management and lifestyle modification for high blood pressure and high cholesterol;

4.1.5. Number of patients served within healthcare organizations with systems to identify people with prediabetes and refer them to NDPP;

4.1.6. Number of patients within health systems to report standardized clinical measures for the management of patients with high blood pressure;

4.1.7. Percentage of patients within health systems to report standardized clinical measures for the management of patients with high blood pressure;

4.1.8. Number of patients within health systems with high blood pressure and high cholesterol referred to an evidence-based lifestyle program;

4.1.9. Percentage of patients within health systems with high blood pressure and high cholesterol referred to an evidence-based lifestyle program;

4.1.10. Number and percentage of patients in health system(s) with a protocol for identifying patients with undiagnosed high blood pressure;

4.1.11. Number and percentage of WISEWOMAN participants with a protocol for identifying patients with undiagnosed high blood pressure;

4.1.12. Number and percentage of patients in health system(s) that have policies or systems to implement a multi-disciplinary team approach to blood pressure control;

4.1.13. Number and percentage of WISEWOMAN participants within WISEWOMAN providers that have policies or systems to implement a multi-disciplinary team approach to blood pressure control;

4.1.14. Number and percentage of patients in health care systems implementing new or enhanced team-based approaches or policies to address blood pressure control;

4.1.15. Number and percentage of patients in health system(s) referred to an appropriate evidence-based prevention or management/program/healthy behavior support service;

4.1.16. Number and percentage of at-risk women in WISEWOMAN referred to an appropriate prevention or management program/healthy behavior support service;

4.1.17. Number and percentage of patients in health system(s) with an implemented community referral system (through bi-directional referrals) for prevention or management programs/healthy behavior support services for people with high risk for cardiovascular disease;

4.1.18. Number and percentage of WISEWOMAN providers with an implemented community referral system (through bi-directional referrals) for healthy behavior support services for people with high risk for cardiovascular disease;

4.1.19. Number and percentage of patients in health system(s) referred to a evidence-based prevention or management/healthy behavior support service who attend at least one session;

4.1.20. Number and percentage of women in WISEWOMAN referred to a evidence-based prevention or management/healthy behavior support service who attend at least one session;

4.1.21. Number of individuals with diabetes with at least one (1) encounter at an ADA-recognized/ADCES-accredited DSMES program;

4.1.22. Number of WISEWOMAN participants with at least one encounter at an ADA-recognized/ADCES-accredited DSMES program;

4.1.23. Number of participants enrolled in CDC-recognized lifestyle change programs (NDPPs);

4.1.24. Number of WISEWOMAN participants enrolled in CDC-recognized lifestyle change programs (NDPPs);

4.1.25. Number of participants enrolled in the YMCA Blood Pressure Monitoring Program;

4.1.26. Number of WISEWOMAN participants enrolled in YMCA Blood Pressure Monitoring Program;

4.1.27. Number of patients enrolled in self-monitoring of blood pressure (SMBP) with clinical support;

4.1.28. Number of WISEWOMAN participants enrolled in SMBP with clinical support;

4.1.29. Number and percentage of patients in health system(s) with known high blood pressure who have achieved blood pressure control;

4.1.30. Number and percentage of women in WISEWOMAN with known high blood pressure who have achieved or are currently maintaining blood pressure control;

4.1.31. Number of patients screened for EIM Physical Activity Vital Sign;

4.1.32. Number of patients diagnosed as inactive; and

4.1.33. Number of prescriptions generated for exercise.

4.2. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results and adjust program delivery and policy based on successful outcomes.

4.3. The Contractor may be required to provide other key data and metrics to the Department, including aggregate demographic, performance and service data.

4.4. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

5.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

5.2.1. The Contractor shall submit, within ten (10) days of the contract effective date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

5.3. Credits and Copyright Ownership

5.3.1. 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, "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."

5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.

5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

5.3.3.1. Brochures.

5.3.3.2. Resource directories.

5.3.3.3. Protocols or guidelines.

5.3.3.4. Posters.

5.3.3.5. Reports.

5.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

6. Records

6.1. The Contractor shall keep records that include, but are not limited to:

6.1.1. Books, records, documents and other electronic or physical 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.

6.1.2. All records must 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.

6.2. 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. 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.

Exhibit B-6 Budget, Amendment #2

New Hampshire Department of Health and Human Services

Contractor Name: Community Health Access Network

Budget Request for: Chronic Disease - Heart Disease
(Project Title)

Budget Period: July 1, 2020 - June 30, 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 55,413.00	$ 5,541.00	$ 60,954.00	$ -	$ -	$ -	$ 55,413.00	$ 5,541.00	$ 60,954.00
2. Employee Benefits	$ 11,083.00	$ 1,108.00	$ 12,191.00	$ -	$ -	$ -	$ 11,083.00	$ 1,108.00	$ 12,191.00
3. Consultants	$ 1,137.00	$ 114.00	$ 1,251.00	$ -	$ -	$ -	$ 1,137.00	$ 114.00	$ 1,251.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -			$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Educational	$ 100.00	$ 10.00	$ 110.00	$ -	$ -	$ -	$ 100.00	$ 10.00	$ 110.00
Lab	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -			$ -
6. Travel	$ 123.00	$ 12.00	$ 135.00	$ -	$ -	$ -	$ 123.00	$ 12.00	$ 135.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -			$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -			$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -			$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -			$ -
11. Staff Education and Training	$ 275.00	$ 28.00	$ 303.00	$ -	$ -	$ -	$ 275.00	$ 28.00	$ 303.00
12. Subcontracts/Agreements	$ 284,171.00	$ 28,417.00	$ 312,588.00	$ -	$ -	$ -	$ 284,171.00	$ 28,417.00	$ 312,588.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -			$ -
13. Other: Reports	$ 2,244.00	$ 224.00	$ 2,468.00	$ -	$ -	$ -	$ 2,244.00	$ 224.00	$ 2,468.00
	$ -	$ -	$ -	$ -	$ -	$ -			$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 354,546.00	$ 35,454.00	$ 390,000.00	$ -	$ -	$ -	$ 354,546.00	$ 35,454.00	$ 390,000.00
Indirect As A Percent of Direct		10.0%							

Contractor Initials _____

Date 9/18/2020

Exhibit B-7 Budget, Amendment #2

New Hampshire Department of Health and Human Services

Contractor Name: Community Health Access Network

Budget Request for: Chronic Disease - Diabetes
Project Title

Budget Period: July 1, 2020 - June 30, 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 45,338.00	$ 4,534.00	$ 49,872.00	$ -	$ -	$ -	$ 45,338.00	$ 4,534.00	$ 49,872.00
2. Employee Benefits	$ 9,068.00	$ 907.00	$ 9,975.00	$ -	$ -	$ -	$ 9,068.00	$ 907.00	$ 9,975.00
3. Consultants	$ 930.00	$ 93.00	$ 1,023.00	$ -	$ -	$ -	$ 930.00	$ 93.00	$ 1,023.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 100.00	$ 10.00	$ 110.00	$ -	$ -	$ -	$ 100.00	$ 10.00	$ 110.00
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 101.00	$ 10.00	$ 111.00	$ -	$ -	$ -	$ 101.00	$ 10.00	$ 111.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 225.00	$ 23.00	$ 248.00	$ -	$ -	$ -	$ 225.00	$ 23.00	$ 248.00
12. Subcontracts/Agreements	$ 232,903.00	$ 23,290.00	$ 256,193.00	$ -	$ -	$ -	$ 232,903.00	$ 23,290.00	$ 256,193.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other: Reports	$ 2,244.00	$ 224.00	$ 2,468.00	$ -	$ -	$ -	$ 2,244.00	$ 224.00	$ 2,468.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 290,909.00	$ 29,091.00	$ 320,000.00	$ -	$ -	$ -	$ 290,909.00	$ 29,091.00	$ 320,000.00
Indirect As A Percent of Direct		10.0%							

Contractor Initials

Date 9/18/2020

Exhibit B-8 Budget, Amendment #2

New Hampshire Department of Health and Human Services

Contractor Name: Community Health Access Network

Budget Request for: Chronic Disease - Arthritis
(Project Title)

Budget Period: Effective Date - June 30, 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 3,544.00	$ 354.00	$ 3,898.00	$ -	$ -	$ -	$ 3,544.00	$ 354.00	$ 3,898.00
2. Employee Benefits	$ 709.00	$ 71.00	$ 780.00	$ -	$ -	$ -	$ 709.00	$ 71.00	$ 780.00
3. Consultants	$ 1,216.00	$ 122.00	$ 1,338.00	$ -	$ -	$ -	$ 1,216.00	$ 122.00	$ 1,338.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -			$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Educational	$ 100.00	$ 10.00	$ 110.00	$ -	$ -	$ -	$ 100.00	$ 10.00	$ 110.00
Lab	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -			$ -
6. Travel	$ 176.00	$ 17.00	$ 193.00	$ -	$ -	$ -	$ 176.00	$ 17.00	$ 193.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -			$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -			$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -			$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -			$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -			$ -
12. Subcontracts/Agreements	$ 35,222.00	$ 3,522.00	$ 38,744.00	$ -	$ -	$ -	$ 35,222.00	$ 3,522.00	$ 38,744.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -			$ -
13. Other: Reports	$ 4,488.00	$ 449.00	$ 4,937.00	$ -	$ -	$ -	$ 4,488.00	$ 449.00	$ 4,937.00
	$ -	$ -	$ -	$ -	$ -	$ -			$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 45,455.00	$ 4,545.00	$ 50,000.00	$ -	$ -	$ -	$ 45,455.00	$ 4,545.00	$ 50,000.00
Indirect As A Percent of Direct		10.0%							

Contractor Initials

Date 9/18/2020

Exhibit B-9 Budget, Amendment #2

New Hampshire Department of Health and Human Services

Contractor Name: Community Health Access Network

Budget Request for: Chronic Disease - WiseWoman
Project Title

Budget Period: Effective Date - June 30, 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2. Employee Benefits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -			$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -			$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -			$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -			$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -			$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -			$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -			$ -
12. Subcontracts/Agreements	$ 20,541.00	$ 2,054.00	$ 22,595.00	$ -	$ -	$ -	$ 20,541.00	$ 2,054.00	$ 22,595.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -			$ -
13. Other: Reports	$ 6,732.00	$ 673.00	$ 7,405.00	$ -	$ -	$ -	$ 6,732.00	$ 673.00	$ 7,405.00
	$ -	$ -	$ -	$ -	$ -	$ -			$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 27,273.00	$ 2,727.00	$ 30,000.00	$ -	$ -	$ -	$ 27,273.00	$ 2,727.00	$ 30,000.00
Indirect As A Percent of Direct		10.0%							

Contractor Initials _____

Date 9/18/2020

Exhibit B-10 Budget, Amendment #2

New Hampshire Department of Health and Human Services

Contractor Name: Community Health Access Network

Budget Request for: Chronic Disease - Heart Disease
Project Title

Budget Period: July 1, 2021 - June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 57,297.00	$ 5,730.00	$ 63,027.00	$ -	$ -	$ -	$ 57,297.00	$ 5,730.00	$ 63,027.00
2. Employee Benefits	$ 11,459.00	$ 1,146.00	$ 12,605.00	$ -	$ -	$ -	$ 11,459.00	$ 1,146.00	$ 12,605.00
3. Consultants	$ 1,171.00	$ 117.00	$ 1,288.00	$ -	$ -	$ -	$ 1,171.00	$ 117.00	$ 1,288.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -			$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Educational	$ 100.00	$ 10.00	$ 110.00	$ -	$ -	$ -	$ 100.00	$ 10.00	$ 110.00
Lab	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -			$ -
6. Travel	$ 124.00	$ 12.00	$ 136.00	$ -	$ -	$ -	$ 124.00	$ 12.00	$ 136.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -			$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -			$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -			$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -			$ -
11. Staff Education and Training	$ 275.00	$ 28.00	$ 303.00	$ -	$ -	$ -	$ 275.00	$ 28.00	$ 303.00
12. Subcontracts/Agreements	$ 281,875.00	$ 28,188.00	$ 310,063.00	$ -	$ -	$ -	$ 281,875.00	$ 28,188.00	$ 310,063.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -			$ -
13. Other: Reports	$ 2,244.00	$ 224.00	$ 2,468.00	$ -	$ -	$ -	$ 2,244.00	$ 224.00	$ 2,468.00
	$ -	$ -	$ -	$ -	$ -	$ -			$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 354,545.00	$ 35,455.00	$ 390,000.00	$ -	$ -	$ -	$ 354,545.00	$ 35,455.00	$ 390,000.00
Indirect As A Percent of Direct		10.0%							

Contractor Initials _____
Date 9/18/2020

Exhibit B-11 Budget, Amendment #2

New Hampshire Department of Health and Human Services

Contractor Name: Community Health Access Network

Budget Request for: Chronic Disease - Diabetes
Project Title

Budget Period: July 1, 2021 - June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 45,547.00	$ 4,555.00	$ 50,102.00	$ -	$ -	$ -	$ 45,547.00	$ 4,555.00	$ 50,102.00
2. Employee Benefits	$ 9,109.00	$ 911.00	$ 10,020.00	$ -	$ -	$ -	$ 9,109.00	$ 911.00	$ 10,020.00
3. Consultants	$ 958.00	$ 96.00	$ 1,054.00	$ -	$ -	$ -	$ 958.00	$ 96.00	$ 1,054.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 100.00	$ 10.00	$ 110.00	$ -	$ -	$ -	$ 100.00	$ 10.00	$ 110.00
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 101.00	$ 10.00	$ 111.00	$ -	$ -	$ -	$ 101.00	$ 10.00	$ 111.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 225.00	$ 22.00	$ 247.00	$ -	$ -	$ -	$ 225.00	$ 22.00	$ 247.00
12. Subcontracts/Agreements	$ 232,625.00	$ 23,263.00	$ 255,888.00	$ -	$ -	$ -	$ 232,625.00	$ 23,263.00	$ 255,888.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other: Reports	$ 2,244.00	$ 224.00	$ 2,468.00	$ -	$ -	$ -	$ 2,244.00	$ 224.00	$ 2,468.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 290,909.00	$ 29,091.00	$ 320,000.00	$ -	$ -	$ -	$ 290,909.00	$ 29,091.00	$ 320,000.00

Indirect As A Percent of Direct 10.0%

Contractor Initials _____

Date 9/18/2020

Exhibit B-12 Budget, Amendment #2

New Hampshire Department of Health and Human Services

Contractor Name: Community Health Access Network

Budget Request for: Chronic Disease - Arthritis
Project Title

Budget Period: July 1, 2021 - June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 3,650.00	$ 366.00	$ 4,016.00	$ -	$ -	$ -	$ 3,650.00	$ 366.00	$ 4,016.00
2. Employee Benefits	$ 730.00	$ 73.00	$ 803.00	$ -	$ -	$ -	$ 730.00	$ 73.00	$ 803.00
3. Consultants	$ 1,217.00	$ 122.00	$ 1,339.00	$ -	$ -	$ -	$ 1,217.00	$ 122.00	$ 1,339.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -			$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Educational	$ 100.00	$ 10.00	$ 110.00	$ -	$ -	$ -	$ 100.00	$ 10.00	$ 110.00
Lab	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -			$ -
6. Travel	$ 176.00	$ 17.00	$ 193.00	$ -	$ -	$ -	$ 176.00	$ 17.00	$ 193.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -			$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -			$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -			$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -			$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 37,337.00	$ 3,734.00	$ 41,071.00	$ -	$ -	$ -	$ 37,337.00	$ 3,734.00	$ 41,071.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -			$ -
13. Other: Reports	$ 2,244.00	$ 224.00	$ 2,468.00	$ -	$ -	$ -	$ 2,244.00	$ 224.00	$ 2,468.00
	$ -	$ -	$ -	$ -	$ -	$ -			$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 45,454.00	$ 4,546.00	$ 50,000.00	$ -	$ -	$ -	$ 45,454.00	$ 4,546.00	$ 50,000.00
Indirect As A Percent of Direct		10.0%							

Contractor Initials _____

Date 9/18/2020

Exhibit B-13 Budget, Amendment #2

New Hampshire Department of Health and Human Services

Contractor Name: Community Health Access Network

Budget Request for: Chronic Disease - WiseWoman
Project Title

Budget Period: July 1, 2021 - June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2. Employee Benefits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -			$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -			$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -			$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -			$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -			$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -			$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 22,785.00	$ 2,278.00	$ 25,063.00	$ -	$ -	$ -	$ 22,785.00	$ 2,278.00	$ 25,063.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -			$ -
13. Other: Reports	$ 4,488.00	$ 449.00	$ 4,937.00	$ -	$ -	$ -	$ 4,488.00	$ 449.00	$ 4,937.00
	$ -	$ -	$ -	$ -	$ -	$ -			$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 27,273.00	$ 2,727.00	$ 30,000.00	$ -	$ -	$ -	$ 27,273.00	$ 2,727.00	$ 30,000.00
Indirect As A Percent of Direct		10.0%							

Contractor Initials JT

Date 9/18/2020

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY HEALTH ACCESS NETWORK is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 26, 1996. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **248463**
Certificate Number: **0004978457**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 13th day of August A.D. 2020.

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, _Kris McCracken_____, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of _Community Health Access Network_____.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on _August 25___, 2020___, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That __Joan Tulk_____ (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Community Health Access Network to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 09/01/20

Signature of Elected Officer
Name: Kris McCracken
Title: Chairman of the Board of Directors
Community Health Access Network

COMMHEA-15 ASTOBERT

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/10/2020

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).

PRODUCER License # 1780862 HUB International New England 275 US Route 1 Cumberland Foreside, ME 04110	CONTACT NAME: Lauren Stiles PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Lauren.Stiles@hubinternational.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
INSURED Community Health Access Network 207 South Main Street Newmarket, NH 03857	INSURER A : American Fire and Casualty Company — 24066 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE [X] OCCUR			BZA2057177879	7/1/2020	7/1/2021	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

CANCELLATION

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/10/2020

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

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

PRODUCER PAYCHEX INSURANCE AGENCY INC 76210705 150 SAWGRASS DRIVE ROCHESTER NY 14620	CONTACT NAME:	
	PHONE (A/C, No, Ext): (877) 266-6850	FAX (A/C, No): (585) 389-7894
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A : Twin City Fire Insurance Company	29459
INSURED COMMUNITY HEALTH ACCESS NETWOR K 207 S MAIN ST NEWMARKET NH 03857	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	
	☐ OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	☐ ANY AUTO						BODILY INJURY (Per person)	
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	
	☐ DED ☐ RETENTION $							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		76 WEG NS8383	01/01/2020	01/01/2021	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$100,000
							E.L. DISEASE -EA EMPLOYEE	$100,000
							E.L. DISEASE - POLICY LIMIT	$500,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER	CANCELLATION
State of NH Department of Health and Human Services 129 PLEASANT ST CONCORD NH 03301-3852	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 Susan L. Castaneda

Community Health Access Network (CHAN)

Mission Statement

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

COMMUNITY HEALTH ACCESS NETWORK

FINANCIAL STATEMENTS IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS AND
UNIFORM GUIDANCE
SEPTEMBER 30, 2019 AND 2018

COMMUNITY HEALTH ACCESS NETWORK

Contents
September 30, 2019 and 2018

AAFCPAs
great minds | great hearts

50 Washington Street
Westborough, MA 01581
508.366.9100
aafcpa.com

Unmodified Opinion on Financial Statements Accompanied by Other Information – Not-For-Profit Entity

Independent Auditor's Report

To the Board of Directors of
Community Health Access Network:

Report on the Financial Statements

We have audited the accompanying financial statements of Community Health Access Network (a New Hampshire corporation, not for profit) (the Organization) which comprise the statements of financial position as of September 30, 2019 and 2018, and the related statements of activities and changes in net assets, cash flows and functional expenses for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to on page one present fairly, in all material respects, the financial position of Community Health Access Network as of September 30, 2019 and 2018, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As disclosed in Note 2 to the financial statements, in fiscal year 2019, Community Health Access Network adopted Accounting Standards Update No. 2016-14, Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities. Our opinion is not modified with respect to that matter.

Other Matters

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying Schedule of Expenditures of Federal Awards for the year ended September 30, 2019, 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 auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 10, 2020, on our consideration of the Organization'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 solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's 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 the Organization's internal control over financial reporting and compliance.

AAFCPAs, Inc.

Westborough, Massachusetts
January 10, 2020

COMMUNITY HEALTH ACCESS NETWORK

Statements of Financial Position
September 30, 2019 and 2018

Assets	2019	2018
Current Assets:		
Cash	$ 84,067	$ 122,062
Grants and contracts receivable	115,798	108,202
Membership and other receivables, net	36,855	65,738
Prepaid expenses	171,512	113,109
Total current assets	408,232	409,111
Investment in Limited Liability Company	19,100	22,591
Restricted Cash	500,661	516,341
Furniture and Equipment, net	345,179	381,559
Total assets	$ 1,273,172	$ 1,329,602
Liabilities and Net Assets		
Current Liabilities:		
Accounts payable and accrued expenses	$ 151,392	$ 190,680
Deferred revenue	9,334	57,054
Total current liabilities	160,726	247,734
Net Assets:		
Without donor restrictions:		
Operating	266,606	183,968
Furniture and equipment	345,179	381,559
Board designated	500,661	516,341
Total net assets without donor restrictions	1,112,446	1,081,868
Total liabilities and net assets	$ 1,273,172	$ 1,329,602

The accompanying notes are an integral part of these statements.

COMMUNITY HEALTH ACCESS NETWORK

Statements of Activities and Changes in Net Assets
For the Years Ended September 30, 2019 and 2018

	2019	2018
Operating Revenue:		
Grant funds used to defray operating expenses	$ 1,319,898	$ 1,452,491
Shared services income	1,185,646	1,093,525
Interest and other income	246,704	168,560
Membership dues	127,527	140,660
Total operating revenue	2,879,775	2,855,236
Operating Expenses:		
Program services	2,743,492	2,780,163
General and administrative	279,267	240,063
Total expenses	3,022,759	3,020,226
Changes in net assets without donor restrictions from operations	(142,984)	(164,990)
Non-Operating Revenue:		
Member and shared services funding for capital acquisitions	177,053	178,289
Grant funding for capital acquisitions	-	77,613
Unrealized gain (loss) on investment in limited liability company	(3,491)	2,292
Changes in net assets without donor restrictions	30,578	93,204
Net Assets Without Donor Restrictions:		
Beginning of year	1,081,868	988,664
End of year	$ 1,112,446	$ 1,081,868

The accompanying notes are an integral part of these statements.

COMMUNITY HEALTH ACCESS NETWORK

Statements of Cash Flows
For the Years Ended September 30, 2019 and 2018

	2019	2018
Cash Flows from Operating Activities:		
Changes in net assets without donor restrictions	$ 30,578	$ 93,204
Adjustments to reconcile changes in net assets without donor restrictions to net cash provided by (used in) operating activities:		
Depreciation	213,433	245,027
Member and shared services funding for capital acquisitions	(177,053)	(178,289)
Grant funding for capital acquisitions	-	(77,613)
Unrealized loss (gain) on investment in limited liability company	3,491	(2,292)
Changes in operating assets and liabilities:		
Grants and contracts receivable	(7,596)	(26,739)
Membership and other receivables	28,883	(5,629)
Prepaid expenses	(58,403)	(17,198)
Accounts payable and accrued expenses	(39,288)	25,805
Deferred revenue	(47,720)	15,795
Net cash provided by (used in) operating activities	(53,675)	72,071
Cash Flows from Investing Activities:		
Acquisition of furniture and equipment	(177,053)	(255,902)
Withdrawals from restricted cash	15,680	10,535
Net cash used in investing activities	(161,373)	(245,367)
Cash Flows from Financing Activities:		
Member and shared services funding for capital acquisitions	177,053	178,289
Grant funding for capital acquisitions	-	77,613
Net cash provided by financing activities	177,053	255,902
Net Change in Cash	(37,995)	82,606
Cash:		
Beginning of year	122,062	39,456
End of year	$ 84,067	$ 122,062

The accompanying notes are an integral part of these statements.

COMMUNITY HEALTH ACCESS NETWORK

Statements of Functional Expenses
For the Years Ended September 30, 2019 and 2018

	2019			2018		
	Total Program Services	General and Adminis-trative	Total	Total Program Services	General and Adminis-trative	Total
Salaries and Related:						
Salaries	$ 575,649	$ 194,885	$ 770,534	$ 561,756	$ 142,499	$ 704,255
Fringe benefits	56,898	19,263	76,161	58,842	14,926	73,768
Payroll taxes	46,052	15,591	61,643	44,940	11,400	56,340
Total salaries and related	678,599	229,739	908,338	665,538	168,825	834,363
Operating Expenses:						
Pass-through expenses	917,672	-	917,672	941,278	25,278	966,556
Computer operations	618,363	-	618,363	597,804	-	597,804
Contracted staff	161,530	-	161,530	159,132	-	159,132
Occupancy	41,867	14,174	56,041	43,399	11,009	54,408
Other	46,790	187	46,977	48,960	198	49,158
Legal and accounting	-	22,942	22,942	-	12,051	12,051
Staff training, conferences and recruiting	21,125	1,541	22,666	30,062	3,240	33,302
Travel and transportation	19,298	2,282	21,580	17,062	11,378	28,440
Insurance	14,006	4,742	18,748	14,739	3,739	18,478
Postage and printing	6,618	2,241	8,859	9,874	2,505	12,379
Telephone	1,826	618	2,444	2,026	514	2,540
Office supplies	2,365	801	3,166	5,226	1,326	6,552
Advertising	-	-	-	36	-	36
Total operating expenses	2,530,059	279,267	2,809,326	2,535,136	240,063	2,775,199
Depreciation	213,433	-	213,433	245,027	-	245,027
Total expenses	$ 2,743,492	$ 279,267	$ 3,022,759	$ 2,780,163	$ 240,063	$ 3,020,226

The accompanying notes are an integral part of these statements.

1. OPERATIONS AND NONPROFIT STATUS

Community Health Access Network (the Organization) is a non-stock, nonprofit corporation organized in New Hampshire. The Organization is a member organization composed of nine members who are nonprofit Federally Qualified Health Center providers. The Organization's primary purpose is to enable member agencies to develop the program and other resources necessary to assure access to efficient, effective quality health care for all clients in agency communities, particularly the uninsured, Medicaid, and medically underserved populations. The Organization hosts a central Electronic Health Record, Practice Management billing system, and a data warehouse to support the member reporting needs and facilitates shared learning of best practices among its members.

The Organization is exempt from Federal income taxes as an organization (not a private foundation) formed for charitable purposes under Section 501(c)(3) of the Internal Revenue Code (IRC). The Organization is also exempt from state income taxes. Donors may deduct contributions made to the Organization within the requirements of the IRC.

2. SIGNIFICANT ACCOUNTING POLICIES

The Organization's financial statements have been prepared in accordance with generally accepted accounting standards and principles (U.S. GAAP) established by the Financial Accounting Standards Board (FASB). References to U.S. GAAP in these notes are to the FASB Accounting Standards Codification (ASC).

Adoption of New Accounting Standard

During fiscal year 2019, the Organization adopted Accounting Standards Update (ASU) 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities.* This ASU modified the current guidance over several criteria, of which the following affected the Organization's financial statements:

- Net assets are to be segregated into two categories, "with donor restrictions" and "without donor restrictions", as opposed to the previous requirement of three classes of net assets (see page 9).
- Qualitative and quantitative information relating to management of liquidity and the availability of financial assets to cover short-term cash needs within one year from the statement of financial position date (see Note 9).
- A statement of functional expenses has been included within the financial statements for fiscal years 2019 and 2018.
- A more detailed explanation of the methods used to allocate costs among program and general and administrative functions has been included in the notes to the financial statements (see page 8).

The adoption of this ASU did not impact the Organization's net asset balances, change in net assets, or cash flows for the year ended September 30, 2018. This ASU has been applied retrospectively to all periods presented. This ASU provides an option to omit the disclosures about liquidity and availability of resources for the fiscal year 2018 financial statements, which the Organization elected to omit.

Estimates

The preparation of financial statements in conformity with U.S. GAAP 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 revenue and expenses during the reporting period. Actual results could differ from these estimates.

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Grants, Contracts, Membership and Other Receivables and Allowance for Doubtful Accounts

The Organization receives grants from various donors and performs contract services. Membership receivables consist of amounts due for membership fees and shared services fees and are recorded as services are provided. The allowance for doubtful accounts is recorded based on management's analysis of specific accounts and their estimate of amounts that may become uncollectible. Accounts are written off against the allowance when they are determined to be uncollectible. The allowance was $500 at September 30, 2019 and 2018.

Furniture and Equipment and Depreciation

Furniture and equipment are recorded at cost when purchased. Donated furniture and equipment are recorded at fair value at the time of the donation. Renewals and betterments are capitalized, while repairs and maintenance are expensed as they are incurred.

Depreciation is computed using the straight-line method over the estimated useful lives of three to five years.

Fair Value Measurements

The Organization follows the accounting and disclosure standards pertaining to *Fair Value Measurements* for qualifying assets and liabilities. Fair value is defined as the price that the Organization would receive upon selling an asset or pay to settle a liability in an orderly transaction between market participants.

The Organization uses a framework for measuring fair value that includes a hierarchy that categorizes and prioritizes the sources used to measure and disclose fair value. This hierarchy is broken down into three levels based on inputs that market participants would use in valuing the financial instruments based on market data obtained from sources independent of the Organization. Inputs refer broadly to the assumptions that market participants would use in pricing the financial instrument, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the financial instrument developed based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset developed based on the best information available. The three-tier hierarchy of inputs is summarized in the three broad levels as follows:

Level 1: Inputs that reflect unadjusted quoted prices in active markets for identical assets at the measurement date.

Level 2: Inputs other than quoted prices that are observable for the asset either directly or indirectly, including inputs in markets that are not considered to be active.

Level 3: Inputs that are unobservable and which require significant judgment or estimation.

An asset or liability's level within the framework is based upon the lowest level of any input that is significant to the fair value measurement.

2. **SIGNIFICANT ACCOUNTING POLICIES** (Continued)

FAIR VALUE MEASUREMENTS (Continued)

Investment in Limited Liability Company

The investment in limited liability company (the LLC) represents a 12.5% interest in Primary Health Care Partners, LLC (PHCP) and is recorded on the equity method. Investments are recorded in the financial statements at fair value. The Organization values their investment in the LLC using Level 3 inputs, as the valuation is based on their cost of acquiring the investment plus any gain or loss incurred in the period. The only activity in the investment in the LLC was the Organization's share of unrealized losses of $3,491 and unrealized gains of $2,292 in PHCP for the years ended September 30, 2019 and 2018, respectively. As of December 31, 2019, PHCP ceased operations. Final distributions or settlements are expected to be determined in fiscal year 2020.

All Other Assets and Liabilities

The carrying value of all other qualifying assets and liabilities does not differ materially from its estimated fair value and are considered Level 1 in the fair value hierarchy.

Expense Classification

Certain categories of expenses are attributable to both program services and general and administrative and are allocated on a reasonable basis that is consistently applied. The expenses that are allocated are salaries, fringe benefits and payroll taxes, which are allocated on the basis of time and effort; occupancy costs, which are allocated based on square footage; and other expenses, which are allocated based on a pro-rata percentage of the overall expenses of the Organization.

Revenue Recognition

Grant funds used to defray operating expenses are recognized over the period covered by the contract as services are provided and costs are incurred. Membership dues revenue is recorded when earned over the membership period. Shared services income is recognized as services are provided. Contributions and grants without donor restrictions are recorded as revenue when received or unconditionally pledged. All other income is recorded as it is earned.

Contributions and grants with restrictions are recorded as revenues and net assets with donor restrictions when received or unconditionally pledged. Transfers are made to net assets without donor restrictions as costs are incurred or time or program restrictions have lapsed. Donor restricted grants received and satisfied in the same period are included in net assets without donor restrictions.

Deferred Revenue

Deferred revenue consists of membership dues received in advance of the membership effective date and shared services income received in advance of the services provided.

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Net Assets

Net assets without donor restrictions

Net assets without donor restrictions represent resources which bear no external donor restrictions and are available to carry out the Organization's programs. Net assets without donor restrictions have been categorized as follows:

Operating - represents funds available to carry on the operations of the Organization.

Furniture and Equipment - reflect and account for the activities relating to the Organization's furniture and equipment, net of related debt, if any.

Board Designated - represents funds set aside by the Board of Directors to fund future capital acquisitions. These funds are included in restricted cash in the accompanying statements of financial position.

Net assets with donor restrictions include amounts received with donor restrictions which have not yet been expended for their designated purposes. There were no net assets with donor restrictions at September 30, 2019 or 2018.

Income Taxes

The Organization accounts for uncertainty in income taxes in accordance with ASC Topic, *Income Taxes*. This standard clarifies the accounting for uncertainty in tax positions and prescribes a recognition threshold and measurement attribute for the financial statements regarding a tax position taken or expected to be taken in a tax return. The Organization has determined that there are no uncertain tax positions which qualify for either recognition or disclosure in the financial statements at September 30, 2019 and 2018. The Organization's information returns are subject to examination by Federal and state jurisdictions.

Funding

The Organization received 93% and 90% of grant funds used to defray operating expenses for the years ended September 30, 2019 and 2018, respectively, from the U.S. Department of Health and Human Services directly, or through subcontract agreements. Grants and contracts receivable are 100% and 99% due from the U.S. Department of Health and Human services at September 30, 2019 and 2018, respectively. Payments to the Organization are subject to audit by the appropriate government agency. In the opinion of management, such audits, if any, will not have a material effect on the financial position of the Organization as of September 30, 2019 and 2018, or on its changes in net assets for the years then ended.

Statements of Activities and Changes in Net Assets

Transactions deemed by management to be ongoing, major, or central to the provision of program services are reported as operating revenue and operating expenses in the accompanying statements of activities and changes in net assets. Non-operating revenue includes unrealized (loss) gain on investment in limited liability company, member and other funding for capital acquisitions.

Subsequent Events

Subsequent events have been evaluated through January 10, 2020, which is the date the financial statements were available to be issued. There were no events that met the criteria for recognition or disclosure in the financial statements, except as noted on page 8.

3. FURNITURE AND EQUIPMENT

Furniture and equipment consist of the following at September 30:

	2019	2018
Equipment	$ 3,099,104	$ 4,065,618
Furniture and fixtures	19,562	22,932
	3,118,666	4,088,550
Less - accumulated depreciation	2,773,487	3,706,991
	$ 345,179	$ 381,559

4. LINE OF CREDIT

The Organization has available up to $50,000 under a line of credit agreement. Borrowings under the agreement are due on demand and interest is payable monthly at the *Wall Street Journal's* prime rate (5.25% and 5.00% at September 30, 2019 and 2018, respectively), plus 1%. The interest rate is subject to a floor of 4.25%. The line of credit is secured by all furniture and equipment and accounts receivable of the Organization. As of September 30, 2019 and 2018, there were no outstanding balances under this agreement. The Organization was in compliance with certain covenants as specified in the agreement as of September 30, 2019 and 2018.

5. FACILITY LEASE

The Organization leases office space from a related party (see Note 8) under an operating lease that expires on September 30, 2021. Total rent expense, including certain utilities and maintenance fees (CAM charges), under the lease was $56,041 and $54,408 for the years ended September 30, 2019 and 2018, respectively, and is shown as occupancy in the accompanying statements of functional expenses. Future approximate annual minimum facility lease payments and CAM charges under this agreement are as follows:

2020	$ 57,800
2021	$ 59,500

6. CONCENTRATION OF CREDIT RISK

The Organization maintains its cash balances in a financial institution in New Hampshire. At certain times during the year, the balances in some of these accounts exceeded the maximum amount of insurance provided by the Federal Deposit Insurance Corporation. The Organization has not experienced any losses in such accounts. The Organization believes it is not exposed to any significant credit risk on cash.

7. RETIREMENT PLAN

The Organization maintains a tax sheltered annuity plan (TSA) covered under Section 403(b) of the IRC. The Organization contributes 3% to 7% of each employee's annual compensation based on years of service. Retirement contributions totaled $23,947 and $24,524 for the years ended September 30, 2019 and 2018, respectively, which are included in fringe benefits in the accompanying statements of functional expenses.

8. RELATED PARTY

In the normal course of business, the Organization purchases information technology and specific administrative services from certain members. For the years ended September 30, 2019 and 2018, these services totaled $161,530 and $159,132, respectively, which is shown as contracted staff in the accompanying statements of functional expenses. The Organization also leases space from a member (see Note 5).

The Organization's revenue generated from member dues, purchased services and member funded capital acquisitions totaled approximately $1,683,816 and $1,582,000 for the years ended September 30, 2019 and 2018, respectively.

9. LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The Organization's financial assets available for use within one year from the statement of financial position date are as follows as of September 30, 2019:

Cash	$ 84,067
Grants and contracts receivable	115,798
Membership and other receivables, net of allowance	36,855
Financial assets available to meet cash needs for general expenditures within one year	$ 236,720

The Organization's financial assets are available for use to cover its obligations as they become due. As of September 30, 2019, the Organization has financial assets equal to approximately one month of operating expenses. The Organization also has board designated assets of $500,661 as of September 30, 2019, which are available for use with board approval. Additionally, in the event of an unanticipated liquidity need, management has available a $50,000 line of credit as discussed in Note 4.

COMMUNITY HEALTH ACCESS NETWORK

Schedule of Expenditures of Federal Awards
For the Year Ended September 30, 2019

Federal Grantor/ Pass-Through Grantor/ Program or Cluster Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Federal Expenditures	Expenditures to Subrecipients
U.S. Department of Health and Human Services:				
Direct:				
Health Center Program Cluster:				
Affordable Care Act (ACA) Grants for New and Expanded Services under the Health Center Program	93.527	N/A	$ 991,486	$ 592,698
Rural Health Care Services Outreach, Rural Health Network Development and Small Health Care Provider Quality Improvement	93.912	N/A	13,628	-
Passed-Through State of New Hampshire, Department of of Health and Human Services:				
Environmental Public Health and Emergency Response	93.070	102-500731/90019004	115,661	-
Assistance Programs for Chronic Disease Prevention and Control	93.945	102-500731/90017417	116,958	-
Improving the Health of Americans through Prevention and Management of Diabetes and Heart Disease and Stroke	93.426	102-500731/90017317	54,377	-
Total Expenditures of Federal Awards			$ 1,292,110	$ 592,698

Note 1. **Basis of Presentation**

The accompanying Schedule of Expenditures of Federal Awards includes the Federal assistance activity of the Organization and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.*

Note 2. **Indirect Cost Rate**

The Organization has elected to use the 10% deminimis cost rate for its Federal programs.

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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*

Independent Auditor's Report

To the Board of Directors of
Community Health Access Network:

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Community Health Access Network (the Organization), which comprise the statement of financial position as of September 30, 2019, and the related statements of activities and changes in net assets, cash flows and statements of functional expenses for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated January 10, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization'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 a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Organization's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

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

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's financial statements are free from 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 the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

AAFCPAs, Inc.

Westborough, Massachusetts
January 10, 2020

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Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance

Independent Auditor's Report

To the Board of Directors of
Community Health Access Network:

Report on Compliance for Each Major Federal Program

We have audited Community Health Access Network's (the Organization) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on the Organization's major Federal program for the year ended September 30, 2019. The Organization'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 Federal statutes, regulations, and the terms and conditions of its Federal awards applicable to its Federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for the Organization'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 auditing standards generally accepted in the United States of America; 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 the Organization'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 the Organization's compliance.

Opinion on Each Major Federal Program

In our opinion, the Organization 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 September 30, 2019.

Report on Internal Control Over Compliance

Management of the Organization is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to on page 15. In planning and performing our audit of compliance, we considered the Organization's internal control over compliance with the types of requirements that could have a direct and material effect on the major Federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each 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 the Organization'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.

AAFCPAs, Inc.

Westborough, Massachusetts
January 10, 2020

1. SUMMARY OF AUDITOR'S RESULTS

Financial Statements

Type of auditor's report issued on whether the financial statements audited were prepared in accordance with GAAP: Unmodified

Is a "going concern" emphasis-of-matter paragraph included in the auditor's report?	____ Yes	__X__ No
Internal control over financial reporting:		
• Material weakness(es) identified?	____ Yes	__X__ No
• Significant deficiency(ies) identified?	____ Yes	__X__ None reported
Noncompliance material to financial statements noted?	____ Yes	__X__ No

Federal Awards

Internal control over the major Federal program:

• Material weakness(es) identified?	____ Yes	__X__ No
• Significant deficiency(ies) identified?	____ Yes	__X__ None reported

Type of auditor's report issued on compliance for the major Federal program: Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	____ Yes	__X__ No

Identification of the major Federal program:

Name of Federal Program or Cluster	CFDA Number
Health Center Program Cluster	93.527

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

Auditee qualified as low-risk auditee?	__X__ Yes	____ No

2. FINANCIAL STATEMENT FINDINGS

None

3. FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

None

Community Health Access Network
Board Members

Kris McCracken, Board Chair/President
Amoskeag Health
145 Hollis Street
Manchester, NH 03101
(603) 626-9500 x9513

Russell Keene
Health First Family Care Center
841 Central Street
Franklin, NH 03235
(603) 934-0177 x107

Janet Laatsch
Greater Seacoast Community Health
311 Route 108
Somersworth, NH 03878
(603) 749-2346 x203

Gregory White, Treasurer
Lamprey Health Center
207 South Main Street
Newmarket, NH 03857
603-659-3106 x7214

Meagan Marshall
Shackelford County Community Health Center
725 Pate Street
Albany, TX 76430

Amy Pratte, Secretary
Healthcare for the Homeless, Manchester
Suite LL22, 195 McGregor Street
Manchester, NH 03102

JOAN M. TULK, RN, MPH, CPHIMS

✉ jtulk@chan-nh.org

Skills

PCMH
Strategic Planning
Predictive Modeling
Healthcare Business Intelligence
Clinical Transformation
Quality Improvement
Accountable Care Organization
Population Health
Project Management
Change Management
Care Management
Health Coaching
Process Improvement models – Lean, Six Sigma , PDSA
Meaningful Use
ICD10

Overview

Health Care Leader who leverages expertise in healthcare systems planning and execution, population health management, quality improvement and healthcare business intelligence to accomplish system-wide performance improvement. Demonstrated ability to respond to rapidly changing healthcare environments, to manage high-value projects, maximize available resources and attain outstanding results. Provides creative solutions to customers' challenges.

Experience

COMMUNITY HEALTH ACCESS NETWORK (CHAN), NEWMARKET, NH *present*

Health Center Controlled Network, providing EHR, practice management, business intelligence systems, and quality improvement technical assistance to Federally Qualified Health Centers and Healthcare for Homeless Organizations

QUALITY IMPROVEMENT DIRECTOR

Responsible for the overall administration of the clinical quality improvement program. Advisor to CHAN health center members including: QI best practices and techniques, workflow analysis, Meaningful Use, Patient-Centered Medical Home. Coordination of grant-funded initiatives, oversight of grant subcontractors; reporting and data analysis; Strategic planning for CHAN Quality Improvement Program; Clinical quality liaison with health plans.

CHIEF INFORMATION OFFICER

Responsible for oversight of all general information systems functions, to include long term information systems strategic planning and development.

CAPE COD HEALTHCARE – Hyannis, MA

Integrated Delivery System - two hospitals, commercial lab, physician practices, ACO; >5000 employees. 2013-2015

EXECUTIVE DIRECTOR INFORMATION SYSTEMS

Responsible for all software applications, including multiple EMRs, health information exchange (HIE), patient portals, data integration and business intelligence
Direct staff of ~60

MOFFITT CANCER CENTER AND RESEARCH INSTITUTE – Tampa, FL 2012 to 2013

Academic, Comprehensive Cancer Center – research, teaching, acute care, physician practices

DIRECTOR, APPLICATIONS SYSTEMS

Rapidly took on increased responsibility, from clinical applications to all applications for the Center. Achieved the *"smoothest implementations ever" of Cerner and Siemens* clinical, imaging, management and revenue management systems.
Appointed CIO liaison to the *Alliance of Dedicated Cancer Centers* Quality and Value Committee.
Directed staff of 65+

DARTMOUTH-HITCHCOCK HEALTH – Lebanon, NH 2005 to 2012

Academic medical center and integrated health system.

DIRECTOR, CLINICAL PERFORMANCE MANAGEMENT & PROJECT DIRECTOR FOR CLINICAL TRANSFORMATION/EPIC IMPLEMENTATION

Spearheaded clinical improvement, quality reporting, and pay for performance initiatives. Advisor to performance measurement and reporting staff. Supervised quality managers, care coordinators, health coaches; oversaw patient safety event reporting.

Drove implementation of Epic ambulatory electronic medical records to streamline clinical operations. Lead project management initiatives, recommended workflow changes and oversaw training and the incorporation of clinical protocols. Utilized change management strategies to achieve optimal technology integration into daily clinical practices. Continuously sought methods to optimize EMR capabilities to improve quality and patient safety.

- ***Contributed to success of CMS PGP demonstration project (precursor to Pioneer ACO), achieving multi-million dollar incentive payments by: 1)introduction of risk adjustment models, 2)data integration with external company and development of patient stratification process, 3)development of patient registries and 4) development of care management/health coaching program***

- ***Assisted 26 Primary Care Practices to achieve NCQA Level III PCMH Recognition***
- ***Managed Clinical Transformation collaborative conferences***
- ***Successfully deployed Epic ambulatory electronic medical record (EMR) system and patient portal to support 750+ physicians and their staff, incorporating Clinical Transformation and Medical Home requirements***

DxCG Inc. – Boston, MA 2003 to 2005

For-profit company providing predictive models and healthcare data analytics applications. Currently operating as Verisk Health.

Vice President of Client Solutions

Directed Research, Consulting, Client Support, Software Implementation, and Account Management departments to ensure smooth and streamlined operations. Drove efficiency of technical activities including supervision of data loading/ETL and quality assurance process for 10M+ records. Ensured timely deployment of new software and updates for clients. Developed strategy, defined requirements for care and disease management product. Developed proposals for consulting projects and software contracts. Conducted negotiations. Managed local and remote staff; nationwide implementations.

- ***Improved product development process, coordinating research model development with product management, software development to ensure a successful product roll-out.***
- ***Successfully completed company's first ASP model predictive modeling application, managing product offering plans and SLA development.***
- ***Deployed effective customer relationship management system.***
- ***Oversaw rapid growth, more than doubling the size of the company***
- ***100% customer retention***

Catholic Medical Center – Manchester, NH 1999 through 2003

Acute care hospital with ~330 beds, physician practices and ambulatory surgery center

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Chief Information Officer (CIO) & Vice President

Directed establishment and efficient operation of Information Systems department. Created information systems strategic plans and developed all processes, procedures, and long-term goals. Recruited and developed top-flight Information Technology team encompassing project managers, application and data reporting analysts, programmers, network engineers, telecom professionals, and technical support technicians. Managed multi-million dollar department budget. Instituted process and workflow improvement initiatives to support all IT implementation projects.

Implemented applications to support physician practice management, web-based portals, decision support, diagnostic imaging, laboratory, OR scheduling, capital budgeting, human resources, payroll, general ledger. Supervised design and build of state-of-the-art data center. Managed 50+ staff.

- ***Built Information Systems department from inception creating all policies, practices and goals; managing all hiring.***
- ***Headed project to separate and rebuild all information systems due to hospital de-merger. Successfully separated all applications and networks, on-time, under budget.***
- ***Attained notable cost savings by expertly negotiating multiple software, hardware, and maintenance contracts.***
- ***Created long-term strategy and RFP for clinical information system, spearheading selection process and vendor negotiations.***
- ***Drove implementation of HIPAA requirements for privacy, security, and electronic transactions.***
- ***Developed and installed comprehensive disaster recovery and business continuity plan.***
- ***Oversaw cost-effective design and build of a new data center and network***

Education

Master of Public Health, Health Services Administration –Johns Hopkins School of Hygiene and Public Health

Bachelor of Science in Nursing Boston College – Chestnut Hill, MA

Certified Professional Health Information and Management Systems Health Information and Management Systems
Registered Nurse, Currently licensed in Massachusetts and New Hampshire

Rebecca Woods

Engaging Executive Leader within Operations & Process Improvement. 14+ years' experience contributing to stellar reputations of renowned medical organizations and delivering exceptional customer service in progressive leadership.

Work Experience

President

Bluebird Tech Solutions, LLC - Portsmouth, NH
October 2018 to Present

Healthcare & Information Technology Organization
- IT Consulting
- Healthcare Consulting
- Process Improvement
- Leadership Development
- Project Management
- Practice Renovation
- Executive Strategy Planning
- Web Design

Current Contracts/Clients:
- Community Health, Rutland, VT (2018-present)
- Federally qualified health center: 7 practices (Primary Care, Pediatrics, Behavioral Health & Dental), 60 providers,
- IT Advisor for the executive team.
- Project Manager: Central Access Center

* Scheduling, Referrals, Prior Authorizations, Refills & Triage.

- Project Manager: Office construction redesign for 3 practices
- Diagnostic Imaging upgrade
- Multi-Functional Printer cost savings project
- Microsoft licensing project.
- Downtime Procedures
- Door locking and ID Badge roll out.
- Phone liaison for the organization to the 3rd party vendor
- Phone List updated.

Vice President of Provider Services

LAKES REGION GENERAL HEALTHCARE - Laconia, NH
May 2017 to February 2018

Provide strategic leadership and business planning oversight of organic growth opportunities for 25 ambulatory primary care and specialty practices, encompassing a network of 150+ specialized

providers and 300+ clinical and administrative staff. Cultivate a positive work atmosphere while managing the implementation of policies and protocols to further define the organization's critical objectives. Perform meticulous system analyses and monitor the implementation of changes for a multitude of risk tolerances.
Key Contributions:
• Create new Pediatric practice. Consisting of finding a building, hiring providers, marketing, and the grand opening of the practice.
• Began the creation of moving providers to a compensation program benchmarked from MGMA Corvus
• Oversee programs and rotations for incoming medical students.

Vice President & Chief Information Officer
PORTER MEDICAL CENTER - Middlebury, VT
May 2013 to May 2017

Department oversight of: Information Technology, Medical Records, Central Access Center, Education, Plant Operations, and Compliance
Operated as a leader within a matrix organization of a 25-bed Critical Access Hospital, 13 remote ancillary clinics, and a 100-bed rehabilitation facility; provided guidance for all operations, strategic planning, human resources management, logistics, IT, budgetary, acquisition, and performance optimization initiatives for 1K+ full-time employees. Determined strengths and weaknesses within the development model and made specific recommendations to executive leadership regarding improvements. Responded to a high volume of inquiries, requiring quick critical and analytical thinking and the aptitude to recall complex guidelines:
Key Contributions:
• Focused recognition and appreciation programs, as well as streamlined employee satisfaction tools to gauge success measures of performance.
• Coordinated without patient practices to create a central access center to save $3M+ in one fiscal year.
• Participated in training leaders corporate-wide to ensure everyone understood the importance of integrated projects, attestations, practice optimizations, and audits.
• Advocated for all patient populations by confirming regulations were met at local, state, and federal levels, as well as in compliance with The Joint Commission requirements.

Senior Clinical Applications Analyst
Piedmont Newnan Hospital - Newnan, GA
May 2013 to May 2017

and as an Implementation Specialist at MEDITECH Information Technology, Inc. of Framingham, MA (7+ LAB EMR installs including: Magic, CS and 6.05).

Senior Clinical Analyst & Project Manager
CHILDREN'S HOSPITAL - EAST, TN, US
September 2012 to May 2013

Refined foundational operating philosophies, inclusive of Information Technology software projects and support for clinical modules across the healthcare system. Served as subject matter expert for project implementation initiatives.
Key Contributions:
• Hired top-notch leadership with a focus on overarching quality improvement; resulted in record revenue growth and maximum cost controls.

• Interacted with patients to gain valuable feedback, used to enhance the myriad of services offered and ensure the organization welcomed a diverse audience.
• PHA and LAB focused

Senior Consultant
DELL - Knoxville, TN
April 2008 to September 2012

Provided organizations with the leadership and guidance to implement their EMR the best for their organizations. Provider the clients with as many options within the project guidelines to assist them in the completion of their initiatives.
Key Contributions:
• Managed multi-hospital Software Implementations that also cross state lines and regulations for the laboratory module.

Education

Project Management Certification
University of Villanova - Knoxville, TN
2011

Master of Healthcare Administration & Informatics in Healthcare Administration & Informatics
University of Phoenix - Phoenix, AZ
2009

Bachelor of Science in Communication in Communication
Plymouth State University - Plymouth, NH

Skills

- IT Advisor
- EMR Systems
- Executive Management
- Project Management

Susan Mercier

Practice Management, Clinical Quality Improvement, Patient/Customer Satisfaction, Lean Green Belt

WORK EXPERIENCE

Clinical Quality Coordinator/EMR Training and Product Support

Community Health Access Network - Newmarket, NH - January 2017 – Present

Responsibilities

Work with Federally Qualified Health centers in the State of New Hampshire on Clinical Quality Initiatives to improve patient care and efficiencies, meet clinical measure goals, UDS Measures/Reporting, Patient Centered Medical Home, Meaningful Use and other patient centered quality goals determined by grant work. Work includes, running and monitoring reports, tracking data via charts and audits, workflow assessments within the health centers, Plan Do Check Act (PDSA) cycles with health centers, identifying barriers and improvements in workflow and electronic medical records, creating training programs and materials to support the changes for the EMR training of staff and providers, supporting and troubleshooting EMR issues for health centers.

Accomplishments

Electronic Medical Record Training and problem resolution across multiple sites, beginner in Visual Form Editing, Lean Green Belt

Practice Manager

Vibrant Health - Portsmouth, NH - December 2014 to April 2016

Responsibilities

Manage the practice finances, employees, marketing, compliance, budgeting, patient satisfaction and all other aspects of the practice.

Accomplishments

Put into place processes and protocols to make the office more efficient, while also emphasizing quality patient care.

Skills Used

Utilized people skills to ensure patients feel comfortable and that they are being taken care of in the best way possible.

Practice Manager II

Wentworth Health Partners - October 2011 to April 2014

Manage and oversee two family practice medical offices, performing all functions listed in Practice Manager I position below.

Managed practice that was pilot site for Medical Home accreditation, serve on committee that is implementing policies and protocols as well as training for all staff and providers of multiple medical practices to become JCAHO accredited, consistently working on improvement, collaboration and coordination of quality patient care, completion of Meaningful Use Stage I and Stage II

Practice Manager I

Wentworth Health Partners - May 2007 to October 2011

Oversee staff, providers, patient satisfaction, and all operations in a family practice setting

Interview, hire, train, employee coaching and performance improvement

Plan and coordinate provider, patient and employee schedules, monitor and problem solve no-shows, adjust provider schedules to allow for optimum advanced access and patient care

Plan and adhere to annual office budget, monitor office purchasing and expenses, variance reporting

Process Payroll, monitor staff schedules, monitor overtime and budgeted full time equivalent hours

Conduct monthly staff meetings, liaison between administration and providers, providers and staff

Responsible for achieving the best possible patient satisfaction scores, monitoring and reviewing with staff and providers, making changes/improvements where necessary

Plan and organize practice sponsored community events, such as safety fairs and annual blood drives, all within budget

Provide managerial coverage for other family practice and specialty offices during vacations, leave of absences

Front Desk Coordinator
Wentworth Health Partners - August 2005 to May 2007

August 2005 - May 2007Schedule patient appointments, telephones, customer service
Assisting providers administratively
Maintaining supplies, monitoring budget, staff schedules
Liaison between administration providers and staff

Accounting Assistant
Wentworth Health Partners - October 1998 to June 2005

Purchasing, accounts payable for thirteen medical offices
Processed weekly payroll for approximately 100 employees
Maintain and monitor physician expenses and contracts
Monthly balancing of corporation bank accounts
Creating spreadsheets to track expenses and purchases of practices
Tracking provider productivity monthly

EDUCATION

B.A. in Organizational Management
ASHFORD UNIVERSITY - Clinton, IA

A.A.S. in Business Management/Accounting
UNIVERSITY OF NEW HAMPSHIRE - Durham, NH

CERTIFICATIONS

CMPE
Certified Medical Practice Executive through Medical Group Management Association

ADDITIONAL INFORMATION

SKILLS & ABILITIES

Virence Cenctricity, Visual Forms Editor, Microsoft Excel, Word, Powerpoint, Outlook, QuickBooks, NextGen Electronic Medical Records, Invision, Soarian EDM, Soarian Clinical, Elation Medical Records, Practice Fusion Medical Records, Ultipro, ADP, Lawson, Healthstream, CAS, Kronos

207A South Main Street
Newmarket, NH 03857

603-292-7241
rroosevelt@chan-nh.org

Rebecca Roosevelt

2015-Present CHAN Newmarket, NH

EHR Clinical Systems//Report Manager

- Oversight of EHR system and peripheral modules training program development
- Coordination of EHR Clinical Systems maintenance, to include oversight and mentoring for staff with systems maintenance responsibilities
- Support health centers in realizing both Meaningful Use incentive payments and Patient Centered Medical Home (PCMH) recognition.
- Oversight and management of Reporting Department
- Oversight, design, maintain and troubleshoot clinical and non-clinical reports using Crystal Report writer v8.5 and v9 and v11

Experience

2005-2015 CHAN Newmarket, NH

EHR Clinical Systems Coordinator/Report Specialist

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

2000-2005 Appledore Medical Group Portsmouth, NH

Accounts Receivable Manager

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

1998-2000 Atlantic Plastic Surgery Assoc. Portsmouth, NH

Financial Services Representative

- Internal software maintenance
- Daily deposit and reconciliation of journal entries
- Managed Accounts Payable & Accounts Recievable using Quickbooks software
- Monthly Financial reporting to the medical director

- Annual financial reporting to the accountant
- Payroll reporting and tracking

Education

1988-1994 New Hampshire College Portsmouth, NH

Major: Accounting

Relevant Course Work:

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

Community Health Access Network
Chronic Disease - Diabetes
Key Personnel
07/01/2020-06/30/2021

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Joan Tulk	Executive Director	$164,468	3.574%	$5,878
Rebecca Woods	Project Director	$114,400	15.194%	$17,382
Susan Mercier	QI Coordinator	$76,440	24.750%	$18,919
Rebecca Roosevelt	Director of Informatics	$92,685	1.499%	$1,389

Community Health Access Network
Chronic Disease - Diabetes
Key Personnel
07/01/2021-06/30/2022

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Joan Tulk	Executive Director	$169,378	3.574%	$6,054
Rebecca Woods	Project Director	$117,832	14.217%	$16,752
Susan Mercier	QI Coordinator	$78,733	24.749%	$19,486
Rebecca Roosevelt	Director of Informatics	$95,465	1.498%	$1,430

Community Health Access Network
Chronic Disease - Heart Disease
Key Personnel
07/01/2020-06/30/2021

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Joan Tulk	Executive Director	$164,468	4.368%	$7,184
Rebecca Woods	Project Director	$114,400	18.570%	$21,244
Susan Mercier	QI Coordinator	$76,440	30.250%	$23,123
Rebecca Roosevelt	Director of Informatics	$92,685	1.831%	$1,697

Community Health Access Network
Chronic Disease - Heart Disease
Key Personnel
07/01/2021-06/30/2022

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Joan Tulk	Executive Director	$169,378	4.369%	$7,400
Rebecca Woods	Project Director	$117,832	1.879%	$2,214
Susan Mercier	QI Coordinator	$78,733	30.250%	$23,817
Rebecca Roosevelt	Director of Informatics	$95,465	1.831%	$1,748

Community Health Access Network
Chronic Disease - Arthritis
Key Personnel
07/01/2020-06/30/2021

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Joan Tulk	Executive Director	$164,468	0.806%	$1,326
Rebecca Woods	Project Director	$114,400	0.653%	$747
Rebecca Roosevelt	Director of Informatics	$92,685	0.806%	$747

Community Health Access Network
Chronic Disease - Arthritis
Key Personnel
07/01/2021-06/30/2022

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Joan Tulk	Executive Director	$169,378	0.806%	$1,366
Rebecca Woods	Project Director	$117,832	0.653%	$769
Rebecca Roosevelt	Director of Informatics	$95,465	0.806%	$769

Community Health Access Network
Chronic Disease - WiseWoman
Key Personnel
07/01/2020-06/30/2021

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
No Personnel Expenses allocated to WiseWoman				

Community Health Access Network
Chronic Disease - WiseWoman
Key Personnel
07/01/2021-06/30/2022

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
No Personnel Expenses allocated to WiseWoman				

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

March 3, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend an existing **sole source** agreement with Community Health Access Network , 207 South Main Street, Newmarket, NH, (Vendor #162256-B001) to improve prevention and management of diabetes, prediabetes, high blood pressure, and high cholesterol by increasing the price limitation by $142,078 from $750,000 to $892,078 with no change to the completion date of June 29, 2021, effective upon Governor and Executive Council approval. 100% Federal Funds.

This agreement was originally approved by the Governor and Executive Council on January 23, 2019 (Item #29).

Funds are available in the following account for State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

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

State Fiscal Year	Class/ Object	Class Title	Activity Code	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Services	90017317	$110,000	$0	$110,000
2019	102-500731	Contracts for Program Services	90017417	$140,000	$0	$140,000
2020	102-500731	Contracts for Program Services	90017003	$110,000	$30,000	$140,000
2020	102-500731	Contracts for Program Services	90017002	$140,000	$0	$140,000
2020	102-500731	Contracts for Program Services	90017003	$0	$41,039	$41,039
2020	102-500731	Contracts for Program Services	90017002	$0	$41,039	$41,039

2021	102-500731	Contracts for Program Services	90017003	$110,000	$30,000	$140,000
2021	102-500731	Contracts for Program Services	90017002	$140,000	$0	$140,000
			Total	**$750,000**	**$142,078**	**$892,078**

EXPLANATION

This request is **sole source** because Community Health Access Network is New Hampshire's only Health Center Controlled Network, which makes them uniquely qualified to continue to expand the work that has taken place for the last several years to re-design clinic workflow to improve diabetes, prediabetes and high blood pressure and high cholesterol management.

The purpose of this request is to implement a care coordination and closed-loop referral system to connect clinical and community-based organizations for clients that have diabetes, prediabetes and high blood pressure and high cholesterol. By implementing this referral method, the goal is to increase referrals to and participation in evidence-based services, improve efficiency through better coordinations.

Community Health Access Network sites serves approximately 70,000 patients, statewide, many of whom are Medicaid recipients

The original agreement included language in Exhibit C-1 Revisions to General Provisions, Paragraph 3, Renewal, that allows the Depapartment to renew the contract for up to three (3) years, subject to the continued availability of funding, satisfactory performance of services, parties' written authorization and approval from the Governor anad Executive Council. The Department is not exercising a renewal option at this time.

The Community Health Access Network provides technical support, training and assistance with workflow redesign that allows Federally Qualified Health Centers to utilize the platform selected by the Integrated Delivery Networks. The additional funds will support use of healthcare information technology in order to maximize patient self-management.

Currently, Contractor is supporting Federally Qualified Health Centers to become accredited Diabetes Self-Management Education Programs, allowing high quality services to be provided on-site. Federally Qualified Health Centers are working with the Manchester Health Department to develop a value-based payment model to increase enrollment in the National Diabetes Prevention Program and the YMCA Blood Pressure Self-Monitoring Program by underserved popuations. The Contractor is leading quality improvement efforts to improve chronic disease clinical quality measures.

The Department measures the effectiveness of the contracted services throught he following

- The Contractor must provide the number of pharmacists or pharmacies engaged in community clinical linkage work
- The Contractor must provide the number and proportion of new accredited or recognized Diabetes self-management education and support (DSMES) programs.
- The Contractor must provide number of patients served within healthcare organizations with systems to identify people with prediabetes and refer them to National Diabetes Prevention Programs.
- The Contractor must provide the number and percentage of patients within health systems to report standardized clinical measures for the management of patients with high blood pressure.

- The Contractor must provide the number and percentage of patients within health systems with high blood pressure and high cholesterol referred to an evidence-based lifestyle program.
- The Contractor must provide the percentage of clinics that report improving patient engagement by advancing health information technology
- The Contractor must provide the percentage of clinics that report improving care coordination through health information exchange

Should the Governor and Executive Council not authorize this request, the Department may be unable to support chronic disease clinical quality improvement; referral to evidence-based prevention and management programs; and barrier reduction to participation in prevention and management programs by Federally Qualified Health Center patients.

.Area served: Statewide

Source of Funds: 100% Federal Funds from the Catalog of Federal Domestic Assistance (CFDA) # 93.426, US. Department of Health and Human Services, CDC, Improving the Health of Americans Through Prevention and Management of Diabetes and Heart Disease and Stroke Cooperative Agreement, Federal Award Identification Number NU58DP006515.

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Diabetes and Heart Disease Clinical Quality Improvement and Referral Contract

This 1st Amendment to the Diabetes and Heart Disease Clinical Quality Improvement and Referral contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Health Access Network, (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 207 S Main St Newmarket, NH 03857.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council January 23, 2019, (Item #29),) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

WHEREAS, all terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $892,078.

2. Modify Exhibit A Scope of Work, Section 2.1 to read as follows:

   2.1. The Contractor shall coordinate an interactive network of clinics through subcontracts or MOUs that will implement Quality Improvement (QI) activities including but not limited to:

   2.1.1. Assisting clinics with utilizing Electronic Health Records (EHR) and Health Information Technology (HIT) to improve patient health outcomes including but not limited to:

   2.1.1.1. Development and implementation of algorithms.

   2.1.1.2. Clinical decision support.

   2.1.1.3. Registries.

   2.1.1.4. Electronic referrals to evidence based programs.

   2.1.1.5. Patient engagement strategies based on clinic needs and

priorities, which may include but are not limited to:

2.1.1.5.1. Portals.

2.1.1.5.2. Mobile health technologies.

2.1.1.5.3. Remote monitoring.

2.1.2. Increasing care coordination by implementing closed-loop referrals between clinical and community-based programs for the prevention and management of diabetes and heart disease. The Contractor shall:

2.1.2.1. Build interfaces between the clinics' electronic health record and a referral platform.

2.1.2.2. Provide technical support, training, and assistance with workflow redesign to clinics.

2.1.2.3. Work with the Department's evaluator to evaluate implementation.

2.1.2.4. Share lessons learned through meetings with key stakeholders, which include, but are not limited to the following:

2.1.2.4.1.Clinics

2.1.2.4.2.Community Providers

2.1.3. Extracting clinical performance data, as approved by the Department, to identify and track progress of continuous QI initiatives.

2.1.4. Reporting performance data outcomes annually, no later than July 30th. .

2.1.5. Recruiting clinics to participate in, coordinate and fund quality improvement projects that lead to measurable improvements in identifying undiagnosed and uncontrolled and management of:

2.1.5.1. Prediabetes

2.1.5.2. Diabetes

2.1.5.3. High blood pressure (hypertension); and

2.1.5.4. High cholesterol (hypercholesterolemia)

3. Modify Exhibit A Scope of Work, Section 5, Performance Measures, to read as follows:

5.1 The Contractor shall identify target and baseline performance measurements with feedback provided by the Department, in the timeframe specified in Section 7, Deliverables, which include but are not limited to:

5.1.1. Number of pharmacists and/or pharmacies engaged in community

clinical linkage work.

5.1.2. Number and proportion of new accredited or recognized DSMES programs.

5.1.3 Number of patients served within healthcare organizations with systems that can identify patients with prediabetes and refer them to National Diabetes Prevention Programs.

5.1.4 Number and percentage of patients within health systems to report standardized clinical measures for the management of patients with high blood pressure.

5.1.5 Percentage of patients within health systems to report standardized clinical measures for the management of patients with high blood pressure.

5.1.6 Number of patients within health systems with high blood pressure and high cholesterol referred to an evidence-based lifestyle program.

5.1.7 Percentage of patients within health systems with high blood pressure and high cholesterol referred to an evidence-based lifestyle program.

5.1.8 Percentage of clinics that report improving patient engagement by advancing health information technology.

5.1.9 Percentage of clinics that report improving care coordination through health information exchange.

4. Modify Exhibit B-2, Budget by replacing it in its entirety with Exhibit B-2, Amendment #1.
5. Modify Exhibit B-3, Budget by replacing it in its entirety with Exhibit B-3, Amendment #1
6. Add Exhibit B-4, Amendment #1.
7. Add Exhibit B-5, Amendment #1.

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

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

State of New Hampshire
Department of Health and Human Services

1/27/20
Date

Name: Lisa Morris
Title: Director

Community Health Access Network

1/30/2020
Date

Name: Joan M. Tulk
Title: Executive Director

Acknowledgement of Contractor's signature:

State of NH, County of Rockingham on 1/30/2020, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

OFFICIAL SEAL
SUSAN L. MERCIER
NOTARY PUBLIC - NEW HAMPSHIRE
My Comm. Expires Aug. 2022

Name and Title of Notary or Justice of the Peace

My Commission Expires: August 2022

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

OFFICE OF THE ATTORNEY GENERAL

3/16/20
Date

Name:
Title:

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-2, Budget Sheet

New Hampshire Department of Health and Human Services

Bidder/Program Name: Community Health Access Network

Budget Request for: Cardiovascular Disease Prevention and Management Strategies

Budget Period: 07/01/2019 - 06/30/2020

[redacted]	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 70,907.00	$ 7,091.00	$ 77,998.00	$ -	$ -	$ -	$ 70,907.00	$ 7,091.00	$ 77,998.00
2. Employee Benefits	$ 14,182.00	$ 1,418.00	$ 15,600.00	$ -	$ -	$ -	$ 14,182.00	$ 1,418.00	$ 15,600.00
3. Consultants	$ 366.00	$ 37.00	$ 403.00	$ -	$ -	$ -	$ 366.00	$ 37.00	$ 403.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 1,619.00	$ 162.00	$ 1,781.00	$ -	$ -	$ -	$ 1,619.00	$ 162.00	$ 1,781.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 1,263.00	$ 126.00	$ 1,389.00	$ -	$ -	$ -	$ 1,263.00	$ 126.00	$ 1,389.00
12. Subcontracts/Agreements	$ 137,596.00	$ 13,760.00	$ 151,356.00	$ -	$ -	$ -	$ 137,596.00	$ 13,760.00	$ 151,356.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Reports	$ 5,610.00	$ 561.00	$ 6,171.00	$ -	$ -	$ -	$ 5,610.00	$ 561.00	$ 6,171.00
Patient Enrollment Costs	$ 23,000.00	$ 2,300.00	$ 25,300.00	$ -	$ -	$ -	$ 23,000.00	$ 2,300.00	$ 25,300.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 254,545.00	$ 25,455.00	$ 280,000.00	$ -	$ -	$ -	$ 254,545.00	$ 25,455.00	$ 280,000.00
Indirect As A Percent of Direct		10.0%							

Contractor Initials [redacted]
Date 1/30/20

New Hampshire Department of Health and Human Services

Bidder/Program Name: Community Health Access Network

Budget Request for: Cardiovascular Disease Prevention and Management Strategies

Budget Period: 07/01/2020 - 06/30/2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 73,034.00	$ 7,303.00	$ 80,337.00	$ -	$ -	$ -	$ 73,034.00	$ 7,303.00	$ 80,337.00
2. Employee Benefits	$ 14,807.00	$ 1,481.00	$ 16,088.00	$ -	$ -	$ -	$ 14,807.00	$ 1,481.00	$ 16,088.00
3. Consultants	$ 366.00	$ 37.00	$ 403.00	$ -	$ -	$ -	$ 366.00	$ 37.00	$ 403.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 800.00	$ 80.00	$ 880.00	$ -	$ -	$ -	$ 800.00	$ 80.00	$ 880.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 1,000.00	$ 100.00	$ 1,100.00	$ -	$ -	$ -	$ 1,000.00	$ 100.00	$ 1,100.00
12. Subcontracts/Agreements	$ 139,494.00	$ 13,950.00	$ 153,444.00	$ -	$ -	$ -	$ 139,494.00	$ 13,950.00	$ 153,444.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Reports	$ 2,244.00	$ 224.00	$ 2,468.00	$ -	$ -	$ -	$ 2,244.00	$ 224.00	$ 2,468.00
Patient Enrollment Costs	$ 73,000.00	$ 2,300.00	$ 75,300.00	$ -	$ -	$ -	$ 73,000.00	$ 2,300.00	$ 75,300.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 354,545.00	$ 25,455.00	$ 380,000.00	$ -	$ -	$ -	$ 354,545.00	$ 25,455.00	$ 380,000.00
Indirect As A Percent of Direct		10.0%							

Contractor Initials [illegible]
Date 4/30/20

New Hampshire Department of Health and Human Services

Bidder/Program Name: Community Health Access Network

Budget Request for: Diabetes Disease Prevention and Management Strategies

Carry-over Budget from Year 1

Budget Period: [illegible]

Line Item	Total Program Cost – Direct	Total Program Cost – Indirect	Total Program Cost – Total	Contractor Share / Match – Direct	Contractor Share / Match – Indirect	Contractor Share / Match – Total	Funded by DHHS contract share – Direct	Funded by DHHS contract share – Indirect	Funded by DHHS contract share – Total
1. Total Salary/Wages	$ [illegible]	$ 321.00	$ [illegible]	$ -	$ -	$ -	$ [illegible]	$ 321.00	$ [illegible]
2. Employee Benefits	$ [illegible]	$ 104.00	$ [illegible]	$ -	$ -	$ -	$ [illegible]	$ 104.00	$ [illegible]
3. Consultants	$ [illegible]	$ [illegible]	$ [illegible]	$ -	$ -	$ -	$ [illegible]	$ [illegible]	$ [illegible]
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ [illegible]	$ 3.00	$ [illegible]	$ -	$ -	$ -	$ [illegible]	$ 3.00	$ [illegible]
6. Travel	$ [illegible]	$ 3.00	$ [illegible]	$ -	$ -	$ -	$ [illegible]	$ 3.00	$ [illegible]
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 1,000.00	$ 100.00	$ 1,100.00	$ -	$ -	$ -	$ 1,000.00	$ 100.00	$ 1,100.00
12. Subcontracts/Agreements	$ [illegible]	$ [illegible]	$ [illegible]	$ -	$ -	$ -	$ [illegible]	$ [illegible]	$ [illegible]
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
[illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ -	$ -	$ -	$ [illegible]	$ [illegible]	$ [illegible]
[illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ -	$ -	$ -	$ [illegible]	$ [illegible]	$ [illegible]
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ [illegible]	$ [illegible]	$ [illegible]	$ -	$ -	$ -	$ [illegible]	$ [illegible]	$ [illegible]

Indirect As A Percent of Direct [illegible]

Contractor Initials [illegible]

Date 1/30/20

Exhibit B-5, Amendment # 1
Budget Sheet

New Hampshire Department of Health and Human Services

Bidder/Program Name: Community Health Access Network

Budget Request for: Cardiovascular Disease Prevention and Management Strategies

Carry-over Budget from Year 1
Budget Period: [illegible]

Line Item	Total Program Cost Direct	Total Program Cost Indirect	Total Program Cost Total	Contractor Share / Match Direct	Contractor Share / Match Indirect	Contractor Share / Match Total	Funded by DHHS contract share Direct	Funded by DHHS contract share Indirect	Funded by DHHS contract share Total
1. Total Salary/Wages	$ 8,211.00	$ 521.00	$ 8,732.00	$ -	$ -	$ -	$ 8,211.00	$ 521.00	$ 8,732.00
2. Employee Benefits	$ 1,047.00	$ 101.00	$ 1,148.00	$ -	$ -	$ -	$ 1,047.00	$ 101.00	$ 1,148.00
3. Consultants	$ 1,997.00	$ 199.00	$ 2,196.00	$ -	$ -	$ -	$ 1,997.00	$ 199.00	$ 2,196.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 33.00	$ 3.00	$ 36.00	$ -	$ -	$ -	$ 33.00	$ 3.00	$ 36.00
6. Travel	$ 30.00	$ 3.00	$ 33.00	$ -	$ -	$ -	$ 30.00	$ 3.00	$ 33.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 1,000.00	$ 100.00	$ 1,100.00	$ -	$ -	$ -	$ 1,000.00	$ 100.00	$ 1,100.00
12. Subcontracts/Agreements	$ [illegible]	$ [illegible]	$ [illegible]	$ -	$ -	$ -	$ [illegible]	$ [illegible]	$ [illegible]
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
[illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ -	$ -	$ -	$ [illegible]	$ [illegible]	$ [illegible]
Interface between [illegible] & Community E-Referral [illegible]	$ 7,395.00	$ 740.00	$ 8,135.00	$ -	$ -	$ -	$ 7,395.00	$ 740.00	$ 8,135.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ [illegible]	$ [illegible]	$ [illegible]	$ -	$ -	$ -	$ [illegible]	$ [illegible]	$ [illegible]

Indirect As A Percent of Direct: 10.0%

Contractor Initials: [handwritten initials]
Date: 1/30/20

JAN11'19 AM 7:48 DAS

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

December 7, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a sole source agreement with the Community Health Access Network (CHAN), 207 South Main Street, Newmarket, NH, (Vendor #162256-B001) to improve prevention and management of diabetes, prediabetes, high blood pressure, and high cholesterol in an amount not to exceed $750,000 effective upon Governor and Executive Council approval through June 29, 2021. 100% Federal Funds.

Funds are available in State Fiscal Year 2019 and are anticipated to be available in SFY 2020 and SFY 2021, upon the availability and continued appropriation of funds in the future operating budgets, with the ability to adjust amounts within the budgets and encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

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

SFY	Class/ Object	Class Title	Activity Code	Total Amount
2019	102-500731	Contracts for Program Services	90017317	$110,000
2019	102-500731	Contracts for Program Services	90017417	$140,000
2020	102-500731	Contracts for Program Services	90017317	$110,000
2020	102-500731	Contracts for Program Services	90017417	$140,000
2021	102-500731	Contracts for Program Services	90017317	$110,000
2021	102-500731	Contracts for Program Services	90017417	$140,000
			Total	**$750,000**

EXPLANATION

This request is **sole source** in order to continue working with CHAN under a new Center for Disease Control and Prevention (CDC) grant that started in September 2018. The contract with CHAN ended in June 2018. DPHS needs to continue and expand work that has taken place for the last four (4) years to re-design clinic workflow to improve diabetes, prediabetes, and high blood pressure management.

For example, sites implemented processes to improve blood pressure control. Under the new grant, projects will expand the focus from improving blood pressure control to identifying undiagnosed high blood pressure and managing high cholesterol, using similar processes developed under the previous contract. Diabetes and prediabetes work would expand to enroll more patients in evidence-based Diabetes Self-Management Education and National Diabetes Prevention Programs. These efforts are supported by the Centers for Disease Control and Prevention (CDC) to improve delivery of care, patient outcomes, and reduce healthcare costs. CHAN is the only entity in the state with this unique relationship with Federally Qualified Health Centers (FQHC).

Underserved populations, including low-income and minority groups, are at increased risk for chronic diseases and associated complications. Services under this contract are offered primarily through a network of FQHCs that reach the underserved. CHAN provides Electronic Health Record system support and leads quality improvement efforts within this network that includes over 67,000 patients' locations throughout the state.

CHAN will manage chronic disease quality improvement projects and work with FQHCs to reach patients with undiagnosed and uncontrolled diabetes, prediabetes, high blood pressure, and high cholesterol, and refer them to evidence-based prevention and management programs, with the goal of improving patient health outcomes and reducing healthcare costs. CHAN will partner with the Manchester Health Department's Chronic Disease Prevention and Neighborhood Health unit to develop partnerships and linkages to care between the local hospitals, medical and behavioral health providers and increase referrals and participation in the above mentioned programs.

This agreement includes Exhibit C-1 Revisions to General Provisions, Paragraph 3, Renewal, which states that the Department reserves the right to extend contract services for up to three (3) additional years contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval from the Governor and Executive Council.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 29, 2021, and the Department shall not be liable for any payments for services provided after June 29, 2021, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.

Should the Governor and Executive Council not authorize this request, the Department may be unable to support chronic disease clinical quality improvement, referral to evidence-based prevention and management programs, and reduce barriers to participation in prevention and management programs by FQHCs patients. Without this contract the ability to prevent and manage chronic disease in underserved populations may be jeopardized. The result could be an unnecessary increase in New Hampshire's health and economic burden, which would negatively impact citizens statewide.

Area to be served: Statewide.

Source of Funds: 100% Federal Funds from the Catalog of Federal Domestic Assistance (CFDA) # 93.426, US. Department of Health and Human Services, CDC, Improving the Health of Americans Through Prevention and Management of Diabetes and Heart Disease and Stroke Cooperative Agreement, Federal Award Identification Number NU58DP006515.

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

Respectfully submitted,

Lisa Morris
Director, Division of Public Health

Approved by:
Jeffrey A. Meyers
Commissioner

FORM NUMBER P-37 (version 5/8/15)

Subject: SS-2019-DPHS-19-DIABE Diabetes and Heart Disease Clinical Quality Improvement and Referral Contract

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 NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Community Health Access Network		1.4 Contractor Address 207 S Main St Newmarket, NH 03857	
1.5 Contractor Phone Number 603-292-7294	1.6 Account Number 090-12270000-102-500731	1.7 Completion Date 06/29/2021	1.8 Price Limitation $750,000
1.9 Contracting Officer for State Agency Nathan D. White Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature Joan M. Tulk		1.12 Name and Title of Contractor Signatory Joan M. Tulk Executive Director	

1.13 Acknowledgement: State of NH, County of Rockingham

On 12/13/2018, 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] Susan L Mercier

1.13.2 Name and Title of Notary or Justice of the Peace

SUSAN L. MERCIER
NOTARY PUBLIC - NEW HAMPSHIRE
My Comm. Expires Aug., 2022

1.14 State Agency Signature Date: 12/28/18	1.15 Name and Title of State Agency Signatory LISA MORRIS, Director DPHS

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: 1/9/19

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

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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 $1,000,000per 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.

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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.

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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.

1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 29, 2021, and the Department shall not be liable for any payments for services provided after June 29, 2021, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2022-2023 biennia.

1.4. The Contractor shall monitor the work of the Manchester Health Department's Chronic Disease Prevention and Neighborhood Health unit to develop linkages to care between local hospitals, medical and behavioral health providers to increase referrals and participation in evidence based programs for diabetes, prediabetes, hypertension and hypercholesterolemia..

2. Scope of Services

2.1. The Contractor shall coordinate an interactive network of clinics through subcontracts or MOUs that will implement Quality Improvement (QI) activities including but not limited to:

2.1.1. Assisting clinics in utilizing Electronic Health Records (EHR) and Health Information Technology (HIT) to improve patient health outcomes including but not limited to:

2.1.1.1.Development and implementation of algorithms,

2.1.1.2.Clinical decision support

2.1.1.3.Registries

2.1.1.4.Electronic referrals to evidence based programs

2.1.2. Extracting clinical performance data as approved by the Department to be used to identify and subsequently track progress of continuous QI initiatives.

2.1.3. Reporting performance data outcomes, on an annual basis, within thirty (30) days of the completion of the each State Fiscal Year.

2.1.4. Recruiting clinics to participate in, coordinate and fund quality improvement projects that lead to measurable improvements in identifying undiagnosed and uncontrolled and management of:

2.1.4.1.Prediabetes

2.1.4.2.Diabetes

2.1.4.3. High blood pressure

2.1.4.4. High cholesterol

2.2. The Contractor shall review the Departments charter template and provide feedback in order to develop a mechanism to record subcontractors quality improvement projects data, including but not limited to:

2.2.1. Assessment of health problems

2.2.2. Identification of patients with undiagnosed or uncontrolled prediabetes, diabetes, high blood pressure and/or high cholesterol and referral made to evidence based intervention (may be clinical guidelines, referrals to evidence-based programs, etc.)

2.2.3. Changes implemented to current process

2.2.4. Measurement plan to determine success

2.2.5. Sustainability plan

2.3. The Contractor shall provide scholarships, subject to Department approval, for professional development opportunities for staff at participating clinical sites.

2.4. The Contractor shall provide evidence-based disease prevention and management programs and services, including but not limited to:

2.4.1. Improving access to and participation in Diabetes Self–Management Education and Support (DSMES) programs that are recognized and/or accredited by the Americans Diabetes Association (ADA) or American Association of Diabetes Educators (AADE). Activities may include, but are not limited to:

2.4.1.1. Providing support to clinics to establish new ADA-recognized/AADE-accredited DSMES programs which may include but are not limited to:

2.4.1.1.1. Providing support to resources for recommendation/accreditation.

2.4.1.1.2. Access to consultants or other DSMES physical sites: https://www.dhhs.nh.gov/dphs/cdpc/diabetes/documents/dsme-map.pdf.

2.4.1.2. Obtaining a license from the (ADA) or (AADE) to recognize and or accredit DSMES programs throughout the state.

2.4.1.3. Integrating DSMES programs and or referrals into coordinated care (e.g., Patient-Centered Medical Homes).

2.4.1.4. Building EHR-generated or other systems to facilitate and track referrals and enhance decision support.

2.4.1.5. Working with partners to eliminate barriers to access to increase participation in DSMES programs.

2.4.1.6. Working with health care providers to increase referrals of people with diabetes to DSMES programs.

2.4.2. Assisting clinics in implementing systems to identify people with prediabetes and referring them to National Diabetes Prevention Programs (NDPP). Activities may include but are not limited to:

2.4.2.1. Piloting NDPP at clinics, activities may include but are not limited to:

2.4.2.1.1. Distributing funds for start-up costs per Department approval. Costs may include but are not limited to:

2.4.2.1.1.1. Space rental

2.4.2.1.1.2. Coach or participant teaching materials

2.4.2.1.1.3. Lifestyle coach training

2.4.2.1.1.4. Medicare DPP application fees, and related costs

2.4.2.1.1.5. Distribution of funds to support sustainability plan approved by the Department.

2.4.2.1.1.6. Program support incentives cannot exceed a monetary value of $20 per NDPP participant.

2.4.2.1.2. Clinics must have a Department approved plan for sustainability in place prior to funds being issued

2.4.2.1.3. Developing means by which to remove enrollment barriers which may include childcare or transportation vouchers

2.4.2.1.4. Supporting incentives to increase participant involvement in the National Diabetes Prevention Program (NDPP) and completion, which may include but is not limited to distributing the following:

2.4.2.1.4.1. Pedometers

2.4.2.1.4.2. Measuring Cups

2.4.2.1.4.3. Calorie King fat/calorie counting books

2.4.2.1.4.4. Stretch Bands

2.4.2.1.5. Training for providers and clinical teams on NDPPs.

2.4.2.2. Developing workflow to refer patients to NDPPs

2.4.2.2.1. Contractor may cover enrollment costs for participants for a maximum of two (2) years, with Department approval. Pay for performance or value-based methods must be utilized to determine participant payment reimbursement structure.

2.4.2.3. Contractor shall utilize guidance provided by the Centers for Disease Control and Prevention for these activities.

2.4.3. Facilitating systematic referrals of adults with hypertension and/or high blood cholesterol to community programs or resources, including but not limited to:

2.4.3.1. YMCA's Blood Pressure Self-Monitoring program

2.4.3.2. Weight Watchers

2.4.3.3. Supplemental Nutrition and Assistance Program and Education (SNAP-ED)

2.4.3.4. Expanded Food and Nutrition Education Program (EFNEP)

2.4.3.5. Taking Off Pounds Sensibly (TOPS)

2.4.3.6. Curves Complete

2.4.4. Developing strategies that focus on removing enrollment barriers to programs, including but not limited to childcare or transportation.

2.4.5. Supporting incentives to increase program participant retention and completion.

2.4.6. Increasing engagement of pharmacists in management of diabetes, high blood pressure and high cholesterol including but not limited to:

2.4.6.1. Promoting the adoption of Medication Therapy Management between pharmacists and physicians.

2.4.6.2. Involving pharmacists in the provision of DSMES.

2.5. The Contractor shall coordinate population-based interventions through the development and administration of subcontracts and/or MOUs with partner organizations and consultants to support:

2.5.1. The Manchester Health Department in developing linkages to care between local hospitals, medical and behavioral health providers to increase referrals and participation in evidence based programs for diabetes, prediabetes, hypertension and hypercholesterolemia for underserved populations.

2.6. The Contractor shall identify target and baseline performance measurements, per Department approval in the timeframe specified in Section 7, Deliverables.

3. Meeting and Reporting Requirements

3.1. The Contractor shall attend annual in-person meetings at a location determined by the Department.

3.2. The Contractor shall participate in monthly in person or conference call meetings with the Department to review Contract performance in the areas of, but not limited to:

3.2.1. Activities

3.2.2. Interventions

3.2.3. Challenges

3.2.4. Progress

3.2.5. Funding

3.3. The Contractor shall coordinate monthly in-person or conference call meetings with the Manchester Health Department to review areas such as but not limited to activities, interventions, challenges, progress and funding.

3.4. The Contractor shall submit quarterly reports, to be approved by the Department, within thirty (30) days following the end of each quarter. Reports shall include:

3.4.1. Brief narrative of work performed during the prior quarter;

3.4.2. Summary of work plans for the upcoming quarter, including challenges and/or barriers to completing requirements described in this Exhibit A.

3.4.3. Documented achievements.

3.4.4. Progress towards meeting the performance measures.

4. Work Plan

4.1. The Contractor shall be required to provide an annual Work Plan in accordance with the requirements of Exhibit A of this Contract.

4.2. The Contractor shall submit a Work Plan draft to the Department within fifteen (15) days of the contract effective date. Work plan shall include but not be limited to:

4.2.1. Performance measures

4.2.2. Activities

4.2.3. Staff names, titles and responsibilities

4.2.4. Timelines

4.3. The Contractor shall submit a Work Plan for Department approval within thirty (30) days of the Contract effective date.

4.4. The Contractor shall submit annual Work Plans to the Department within thirty (30) days following the end of each State Fiscal Year.

5. Performance Measures

5.1. The Contractor shall identify target and baseline performance measurements with feedback provided by the Department, in the timeframe specified in Section 7, Deliverables. Performance measures shall include but not limited to the following:

5.1.1. Number of pharmacy locations/pharmacists using patient care processes that promote medication management or DSMES for people with diabetes.

5.1.2. Number and proportion of new accredited/recognized DSMES programs.

5.1.3. Number of pharmacists engaged in the practice of MTM to promote medication self-management and lifestyle modification for high blood pressure and high cholesterol.

5.1.4. Percentage of pharmacists engaged in the practice of MTM to promote medication self-management and lifestyle modification for high blood pressure and high cholesterol.

5.1.5. Number of patients served within healthcare organizations with systems to identify people with prediabetes and refer them to National Diabetes Prevention Programs.

5.1.6. Number and of patients within health systems to report standardized clinical measures for the management of patients with high blood pressure.

5.1.7. Percentage of patients within health systems to report standardized clinical measures for the management of patients with high blood pressure.

5.1.8. Number of patients within health systems with high blood pressure and high cholesterol referred to an evidence-based lifestyle program.

5.1.9. Percentage of patients within health systems with high blood pressure and high cholesterol referred to an evidence-based lifestyle program.

6. Deliverables

6.1. The Contractor shall develop in collaboration with the Department, performance measure targets and benchmarks within 30 days of the contract effective date.

Method and Conditions Precedent to Payment

1) The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

This contract is funded with federal funds from the Centers for Disease Control and Prevention, Improving the Health of Americans through Prevention and Management of Diabetes and Heart Disease and Stroke, CFDA# 93.426, Federal Award Identification Number (FAIN); NU58DP006515.

1.1. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.

2) Payment for said services shall be made monthly as follows:

2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line item.

2.2. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment.

2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.

2.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.

2.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed. Hard copies shall be mailed to:

Department of Health and Human Services
Division of Public Health Services
29 Hazen Drive
Concord, NH 03301
Email address: DPHScontractbilling@dhhs.nh.gov

2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.

2.7. Payment to the Manchester Health Department's Chronic Disease Prevention and Neighborhood Health unit shall not exceed $140,000 annually.

3) Notwithstanding paragraph 18 of the General Provisions P-37, an agreement limited to adjustments to amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjust encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

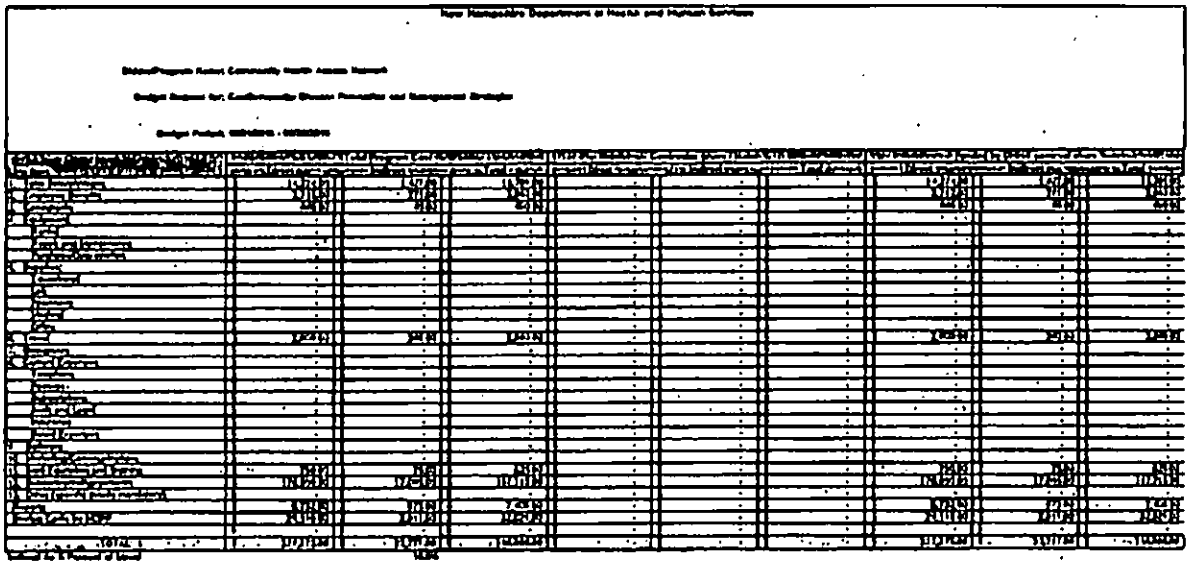

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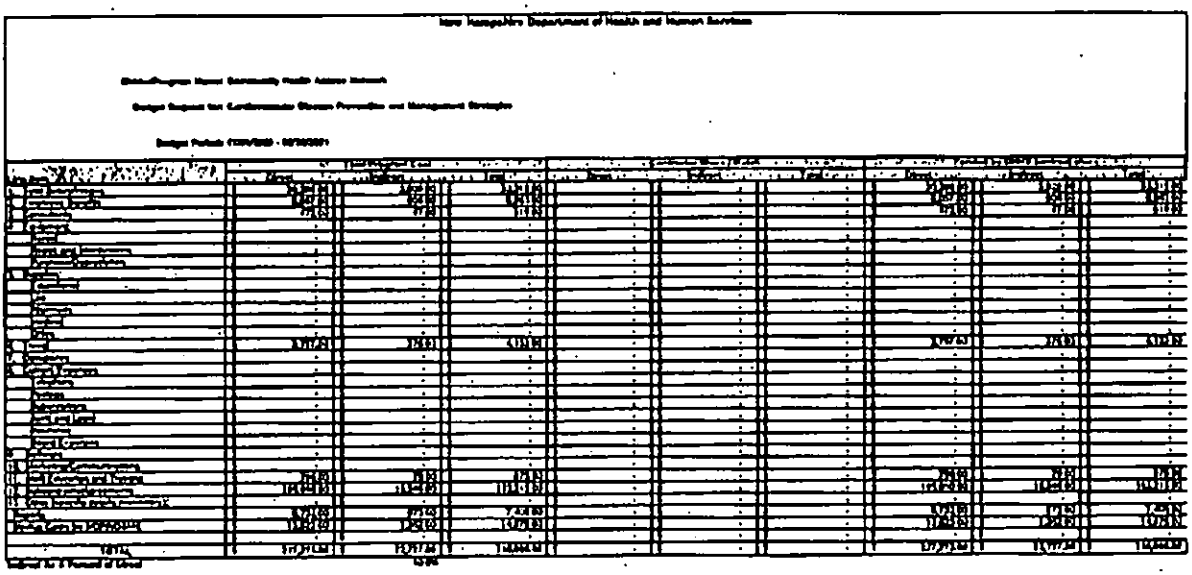
Exhibit B-1, Budget Sheet

New Hampshire Department of Health and Human Services



Community Health Access Network
SS-2019-DCPHS-10-CHAN
Exhibit B-1, Budget Sheet
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SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a date file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

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. Renewal:
   The Department reserves the right to extend this Agreement for up to three (3) additional years contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Contractor Initials
Date 12/13/18

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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

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.

Vendor Name: Community Health Access Network

12/13/2018
Date

Joan M Tulk
Name: Joan M. Tulk
Title: Executive Director

CERTIFICATION REGARDING LOBBYING

The Vendor 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.

Vendor Name: Community Health Access Network

12/13/2018
Date

Joan M. Tulk
Name: Joan M. Tulk
Title: Executive Director

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor 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

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.

Vendor Name: Community Health Access Network

12/13/2018
Date

Joan M. Tulk
Name: Joan M. Tulk
Title: Executive Director

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

The Vendor 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:

Vendor 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.

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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name: Community Health Access Network

12/13/2018
Date

Joan M. Tulk
Name: Joan M. Tulk
Title: Executive Director

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 Vendor 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 Vendor 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.

Vendor Name: Community Health Access Network

12/13/2018
Date

Joan M. Tulk
Name: Joan M. Tulk
Title: Executive Director

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 Vendor and subcontractors and agents of the Vendor 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, TitleXIII, 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.

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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

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

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.

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.

Department of Health and Human Services	Community Health Access Network
The State	Name of the Vendor
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Joan M. Tulk
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, DPHS	Executive Director
Title of Authorized Representative	Title of Authorized Representative
12/28/18	12/13/2018
Date	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 Vendor 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 Vendor 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.

Vendor Name: Community Health Access Network

12/13/2018
Date

Joan M. Tulk
Name: Joan M. Tulk
Title: Executive Director

FORM A

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

1. The DUNS number for your entity is: 133570395

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

   ✓ NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records; etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "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.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov