



Jeffrey A. Meyers
Commissioner

Lisa Morris, MSSW
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964



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March 16, 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 agreements with four (4) vendors, as listed in the table below, for the provision of services to improve the breast and cervical cancer screening rates, specifically in the counties of Strafford, Belknap, Merrimack, Rockingham and Hillsborough in an amount not to exceed \$206,673 effective upon Governor and Executive Council approval through June 30, 2019. 100% Federal Funds.

Vendor	Vendor Number	Location	Amount
HealthFirst Family Care Center, Inc.	158221-B001	841 Central Street, Franklin, NH 03235	\$16,500
Manchester Community Health Center	157274-B001	145 Hollis Street, Manchester NH 03101	\$44,504
Greater Seacoast Community Health (formerly known as Families First of the Greater Seacoast and Goodwin Community Health)	166629-B001	100 Campus Drive, Portsmouth, NH 03801	\$68,252
Catholic Medical Center	177240- B002	100 McGregor Street, Manchester, NH 03102	\$77,417
Total Amount			\$206,673

Funds are available in the following account for State Fiscal Years 2018 and SFY 2019, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

05-95-90-902010-56590000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMMUNITY AND HEALTH SERVICES, COMPREHENSIVE CANCER

See Attached Fiscal Details.

EXPLANATION

The purpose of this request is to provide outreach and education to improve cancer screening rates among low income women. The selected vendors will prioritize serving uninsured and underinsured women between the ages of 21 and 64 whose incomes are at or below 250% of the Federal Poverty Level.

In 2014, cancer was the leading cause of death in New Hampshire. Breast cancer incidence rates in the state continue to be higher than the national levels with New Hampshire ranking second highest in the country. Breast cancer is the most frequently diagnosed cancer among women in New Hampshire and in the United States. Nearly 83% of women in New Hampshire complete their recommended screening mammogram placing NH as the seventh highest for screening in the US, however disparities in screening rates persist among low income women with lower educational attainment. Due to advances in screening, early detection and treatment, New Hampshire currently ranks seventh lowest for breast cancer mortality rates in the country. Between 2009 and 2013, close to 75% of documented breast cancers in New Hampshire were diagnosed at a localized stage, where the five-year survival rate is 98.8%.

Cervical cancer is one of the only preventable cancers when abnormal cells are found through a Pap test. The majority of women in New Hampshire receive routine screening for cervical cancer (85.3%) and we are the state with the lowest incidence rate of cervical cancer. Nearly 77% of cervical cancers are diagnosed at the localized stage when the five-year survival rate is 91.3%. Equally as important are the number of precancerous cells detected and removed prior to the development of cervical cancer.

By improving cancer screening rates, DPHS seeks to reduce mortality from breast and cervical cancer in New Hampshire. The early detection of breast and cervical cancer through screening greatly improves cancer patients' survival.

HealthFirst Family Care Center, Inc., Manchester Community Health Center, Greater Seacoast Community Health (formerly known as Families First of the Greater Seacoast and Goodwin Community Health) and Catholic Medical Center were selected for this project through a competitive bid process. A Request for Proposals/Applications was posted on The Department of Health and Human Services' web site from October 27, 2017 through December 1, 2017. The Department received four (4) proposals. The proposals were reviewed and scored by a team of individuals with program specific knowledge. The Score Summary is attached.

As referenced in the Request for Proposals and in Exhibit C-1, Revisions to General Provisions, paragraph 3 of this contract, this Agreement reserves the right to renew the Contract for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

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

- The Contractor shall ensure that each of the below performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement:
 - 100% of required Monthly and Annual reporting is provided
 - 100% of the following Deliverables are met and/or provided:

- Defined operational processes and procedures for reporting and clinical performance measures, baselines and targets to the Department within thirty (30) days of the effective date of contract
 - Provide the Health System Evidence-Based Intervention implementation plan to the Department no later than thirty (30) days after the effective date of contract
 - Provide a baseline of screening rates of site breast and cervical cancer screening rates for all patients who meet the screening criteria, to The Department within thirty (30) days of the effective date of contract
 - Provide final screening rates to The Department no later than thirty (30) days prior to the contract completion date.
- The Contractor shall develop and submit to The Department, a corrective action plan for any performance measure that was not achieved.

Should Governor and Executive Council not authorize this Request, the Division of Public Health Services may be unable to provide timely access to breast and cervical cancer services to uninsured and low-income women in New Hampshire through the Let No Woman Be Overlooked Program. Additionally, the Department's statewide efforts to increase the rate of breast and cervical cancer screening for all women in New Hampshire may be negatively impacted.

Area served: Counties of Strafford, Belknap, Merrimack, Rockingham and Hillsborough.

Source of Funds: 100% Federal Funds from the Centers for Disease Control and Prevention (CFDA) #93.898, Federal Award Identification Number (FAIN), 1NU58DP006298-01-00

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

Respectfully submitted;



Lisa Morris, MSSW
Director

Approved by:



Jeffrey A. Meyers
Commissioner

FISCAL DETAILS
 NH BREAST AND CERVICAL CANCER SCREENING PROGRAM COMMUNITY AND CLINICAL
 CANCER SCREENING IMPROVEMENT PROGRAM

**05-95-90-902010-56590000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND
 HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMMUNITY AND
 HEALTH SERVICES, COMPREHENSIVE CANCER**

HEALTHFIRST FAMILY CARE CENTER, INC. 158221-B001

State Fiscal Year	Class/Object	Title	Activity Code	Amount
2018	102/500731	Contracts for Prog Svcs	90080081	\$5,500
2019	102/500731	Contracts for Prog Svcs	90080081	\$11,000
Total				\$16,500

MANCHESTER COMMUNITY HEALTH CENTER 157274-B001

State Fiscal Year	Class/Object	Title	Activity Code	Amount
2018	102/500731	Contracts for Prog Svcs	90080081	\$17,758
2019	102/500731	Contracts for Prog Svcs	90080081	\$26,746
Total				\$44,504

**FAMILIES FIRST OF THE GREATER SEACOAST (D.B.A. FAMILIES FIRST HEALTH AND
 SUPPORT CENTER) 166629-B001**

State Fiscal Year	Class/Object	Title	Activity Code	Amount
2018	102/500731	Contracts for Prog Svcs	90080081	\$20,827
2019	102/500731	Contracts for Prog Svcs	90080081	\$47,425
Total				\$68,252

CATHOLIC MEDICAL CENTER 177240-B001

State Fiscal Year	Class/Object	Title	Activity Code	Amount
2018	102/500731	Contracts for Prog Svcs	90080081	\$24,650
2019	102/500731	Contracts for Prog Svcs	90080081	\$52,767
Total				\$77,417



**New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet**

NH Breast and Cervical Cancer
Screening Program Community and Clinical
Cancer Screening Improvement Project

RFP-2018-DPHS-21-BREAS

RFP Name

RFP Number

Bidder Name

1. Catholic Medical Center
2. Greater Seacoast Community Health
3. HealthFirst Family Care Center, Inc.
4. Manchester Community Health Center

Reviewer Names

1. Stacey Smith, Pub Hlth Nurse
Conslt, Hlth Mgmt Ofc, DPHS
2. Kristen Gaudreau, Prog Eval
Spclst, Hlth Mgmt Ofc, DPHS
3. Tiffany Fuller, Prog Planner III, Ofc
of Hlth Mgmt, DPHS
4. Ellen Chase-Lucard, Financial
Admin DPHS, COST Team
5. Whitney Hammond, Admin II, Ofc
of Health Mgmt, DPHS
6. Shelley (Richelle) Swanson,
Administrator III BIDC, DPHS

Pass/Fail	Maximum Points	Actual Points
	200	134
	200	168
	200	160
	200	156

Subject: NH Breast and Cervical Cancer Screening Program Community and Clinical Cancer

Screening Improvement Project (RFP-2018-DPHS-21-BREAS)

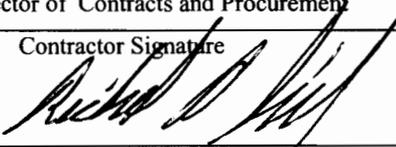
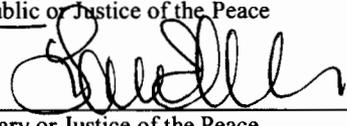
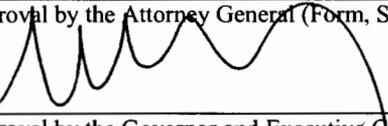
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

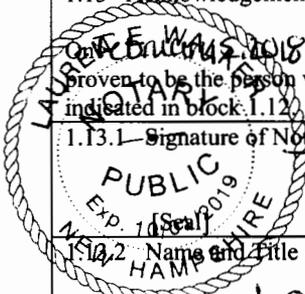
AGREEMENT

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 HealthFirst Family Care Center, Inc		1.4 Contractor Address 841 Central Street, Franklin, NH 03235	
1.5 Contractor Phone Number 603-934-0177	1.6 Account Number 05-095-090-902010-56590000-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$16,500.00
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Richard D. Silverberg President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>April 5, 2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace Lauren E. Waexter (Member Service Supervisor)			
1.14 State Agency Signature New Hampshire		1.15 Name and Title of State Agency Signatory <u>Karen C. [unclear], Director DPHS</u> 3/16/18	
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: <u>Megan McFadden Attorney</u> 4/4/18			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Contractor Initials *ADS*
Date *2/5/18*

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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.



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall adhere to the policies outlined in the New Hampshire Breast and Cervical Cancer Program (BCCP) Policy and Procedure Manual; which can be found at <https://www.dhhs.nh.gov/dphs/cdpc/documents/bccp-policy-procedure-manual.pdf>

2. Scope of Work

- 2.1. The Contractor shall provide outreach and educational services focused on improving cancer screening rates, with a priority to serve women within the Contractor's service area who are:
 - 2.1.1. Uninsured and/or underinsured.
 - 2.1.2. Between the ages of 21 and 64 years.
 - 2.1.3. Living at, or below, 250% of the Federal Poverty Level.
- 2.2. The Contractor shall employ a clinical staff person (Registered Nurse (RN) Advanced Practice Registered Nurse (APRN) or Medical Doctor (MD) who shall support a Community Health Worker (CHW) to conduct outreach and educational services as well patient navigation for women who have not recently received breast and cervical screenings.
- 2.3. The Contractor shall ensure screening services education and outreach inform and educate the population regarding availability and benefits of receiving:
 - 2.3.1. Clinical pelvic examinations.
 - 2.3.2. Clinical breast examinations.
 - 2.3.3. Papanicolaou (Pap) tests.
 - 2.3.4. Mammograms.
- 2.4. The Contractor shall develop a health system Evidence-Based Intervention (EBI) implementation plan for the health system(s) to be utilized to improve cancer screening rates. (See Exhibit A-1 "State of New Hampshire NBCCEDP

ADP
3/15/18



Exhibit A

Health System EBI Implementation Plan, Exhibit A-2 “Clinical & Community Strategies to Improve Breast Cancer Screening and Exhibit A-3 “Clinical & Community Strategies to Improve Cervical Cancer Screening”) The Contractor shall ensure the EBI plan includes, but is not limited to:

- 2.4.1. The date of health system EBI implementation plan;
 - 2.4.2. The Health System name and point of contact;
 - 2.4.3. Implementation time period and # of clinics;
 - 2.4.4. Description of EBI planned including, but not limited to:
 - 2.4.4.1. Environmental Approaches.
 - 2.4.4.2. Community Clinical Linkages.
 - 2.4.4.3. Health System Interventions.
 - 2.4.5. An evaluation plan to capture EBI activity outcomes, number of clients served and barriers identified to accessing breast and cervical cancer screening;
 - 2.4.6. A management plan, including planned program monitoring, staffing and sustainability efforts;
 - 2.4.7. Site breast and cervical cancer screening rates for all patients who meet the screening criteria; and
 - 2.4.8. A baseline assessment of clinic and patient barriers to breast and cervical cancer screening.
- 2.5. The Contractor shall provide navigation services that focus on assessing and addressing barriers to accessing cancer screening, follow-up diagnostics and/or treatment. The Contractor shall ensure navigation services are provided by a Registered Nurse (RN) and include, but are not limited to:
- 2.5.1. How to assess barriers to screening;
 - 2.5.2. How to address barriers to screening;
 - 2.5.3. How notification of screening results is provided .;
 - 2.5.4. How notification of abnormal screening results is provided.
 - 2.5.5. How to complete diagnostic workups
 - 2.5.6. How to initiate treatment for patients who receive a diagnosis of cancer.

[Handwritten Signature]
[Handwritten Date: 3/5/18]



Exhibit A

2.6. The Contractor shall obtain screening and, if applicable, diagnostic and treatment data as stated in Section 2.4 and enter into Breast & Cervical, Cancer Program's (BCCP) web-based data collection system – Med-IT.

3. Staffing

3.1. The Contractor shall ensure staff includes, but is not limited to:

3.1.1. A clinical staff person (RN, APRN, MD).

3.1.2. A Community Health Worker (CHW)

3.1.3. A Registered Nurse (RN).

3.2. The Contractor shall communicate changes in staff to The Department within ten (10) days, to include sending the Department;

3.2.1. Resumes for added staff members

3.2.2. Copies of required licenses for added staff members

4. Reporting

4.1. The Contractor shall provide screening rate information to the Department, that includes, but is not limited to:

4.1.1. Individual-level data on barriers to screening, as well as strategies used to address barrier(s).

4.1.2. Population based facility-wide breast and cervical cancer screening rates; and

4.1.3. Quarterly updated facility-wide breast and cervical cancer screening rates.

4.2. The Contractor shall develop a data submission process within thirty (30) days of contract approval, upon Department approval.

4.3. The Contractor shall provide a monthly EBI reports, no later than the tenth (10th) day of each month to the Department, which shall include, but are not limited to:

4.3.1. A report that captures all outreach and EBI activities implemented to increase cancer screening rates.

4.3.2. A report that defines the number of clients reached and identifies barriers to screening. The Contractor shall ensure the report includes but is not limited to:

4.3.2.1. All outreach activities implemented to increase cancer screening rates.

4.3.2.2. The number of clients served.

4.3.2.3. The number of clients screened.

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2/5/18



Exhibit A

- 4.3.2.4. The outcomes and barriers to screening.
- 4.3.3. Monthly reports shall be provided using the Health System EBI Implementation Plan template and shall, at a minimum, include;
 - 4.3.3.1. Date of health system EBI implementation plan;
 - 4.3.3.2. Health System name and point of contact;
 - 4.3.3.3. Implementation time period and number of clinics;
 - 4.3.3.4. Description of EBI planned including, but not limited to Environmental Approaches, Community Clinical Linkages and Health System Interventions (please see Exhibit B for description);
 - 4.3.3.5. Evaluation plan to capture EBI activity outcomes, number of clients served and barriers identified to accessing breast and cervical cancer screening;
 - 4.3.3.6. Management plan, including planned program monitoring, staffing and sustainability efforts;
 - 4.3.3.7. Site breast and cervical cancer screening rates for all patients who meet the screening criteria. A baseline of screening rates shall be provided within thirty (30) days of contract implementation. Final screening rates shall be provided within thirty (30) days from contract end date; and
 - 4.3.3.8. A baseline assessment of clinic and patient barriers to breast and cervical cancer screening.
- 4.4. Annual Reports – The Contractor shall provide an annual EBI report to the Department by July 30th of each, which shall include, but is not limited to:
 - 4.4.1. All outreach activities implemented to increase cancer screening rates
 - 4.4.2. The number of clients served.
 - 4.4.3. The number of clients screened.
 - 4.4.4. The outcomes and barriers to screening.
 - 4.4.5. Demonstrated Community Clinical Linkages gained by facilitating partnerships between the community and health care providers to connect priority populations to clinical services.
 - 4.4.6. How the Contractor identified priority populations for screening including low income women and other vulnerable populations.

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Date 2/5/18



Exhibit A

5. Performance Measures

5.1. The Contractor shall ensure that following performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement:

5.1.1. The Contractor shall ensure 100% Monthly and Annual reporting is provided, as per Section 2., Reporting

5.1.2. The Contractor shall ensure 100% of Deliverables are met and/or provided, as per Section 6., Deliverables

5.2. Annually, the Contractor shall develop and submit to the DHHS, a corrective action plan for any performance measure that was not achieved.

6. Deliverables

6.1. The Contractor shall submit defined operational processes and procedures for reporting and clinical performance measures, baselines and targets, to The Department within thirty (30) days of the effective date of contract.

6.2. The Contractor shall provide the EBI implementation plan described in Section 2.4 to the Department no later than 30 days after the Contract effective date.

6.3. The Contractor shall provide a baseline of screening rates, as described in Section 2.4.7, to the Department within thirty (30) days of the contract effective date.

6.4. The Contractor shall provide final screening rates to the Department no later than thirty (30) days prior to the contract completion date specified in Form P-37 General Provisions, Block 1.7, Completion Date.

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EXHIBIT A-1

**STATE OF NEW HAMPSHIRE
NBCCEDP HEALTH SYSTEM EBI IMPLEMENTATION PLAN**

[DATE]

Health System Name		Implementation Period	
Health System Point of Contact		# of Clinics Participating in NBCCEDP Implementation	

I. HEALTH SYSTEM ASSESSMENT

Health System Assessment Approach

Briefly describe the assessment approach used to define the current environment within the health system and needed interventions. (e.g.,

Click here to enter text.

interviews with key staff, review of clinic and health system data).

Current Health System Environment

Briefly describe the current health system environment: internal/external (e.g., number of primary care clinic sites, existing B&C screening policy and procedures, current screening processes, workflow approach, data documentation, B&C policy mandates from state or federal agencies,

Click here to enter text.

political climate, and organizational culture).

Description of Intervention Needs and Interventions Selected

Briefly describe the health system processes and practices that require intervention throughout the health system in order to increase breast and

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cervical cancer screening. Describe how selected interventions will be implemented in participating clinics. Note if there are differences by clinic.

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**RFP-2018-DPHS-21-BREAS
EXHIBIT A-1**

Potential Barriers and/or Challenges

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Briefly describe any anticipated potential barriers or challenges to implementation. Note if there are differences by clinic.

Implementation Resources Available

List or summarize the resources available to facilitate successful implementation (e.g., EHR system, clinic-based patient navigators). Note if there are differences by clinic. Will the program be using Patient Navigators or CHWs to support implementation of evidence-based

Click here to enter text.

interventions?

II. NBCCEDP HEALTH SYSTEMS EBI INTERVENTION DESCRIPTION

Objectives

List your program objectives for this health system partnership.

Examples:

1. *By December 2017, verify and report baseline breast and cervical cancer screening rates for individuals 50-74 (breast) and 21-65 (cervical) years of age at Health Systems Clinics: Clinic A, Clinic B, and Clinic C.*
 2. *By December 2017, establish system for accurately reporting annual baseline breast and cervical cancer screening rates for individuals 40-75 (breast) and 21-75 (cervical) years of age at health system clinics: Clinic A, Clinic B, and Clinic C.*
 3. *By December 2017, establish new policies at Health Systems Clinics: Clinic A, Clinic B, and Clinic C to support implementation of selected priority evidence-based interventions.*
 4. *From February 2018 to February 2019, implement a provider assessment and feedback system in Clinics A and C, supported by enhanced EHR tickler system and training on quality breast and cervical cancer screening for participating providers in those clinics.*
 5. *From February 2018 to February 2019, implement a client reminder system in Clinics B and C, supported by patient navigation for clients not responding to multiple reminders.*
- Beginning January 2018, annually report screening rates for Health Systems Clinics: Clinic A, Clinic B, and Clinic C.*

NBCCEDP Health Systems EBI Intervention Objectives for partnership with:
1.
2.

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EXHIBIT A-1**

3.
4.
5.
6.

III. PLANS FOR PARTNER COMMUNICATIONS, MANAGEMENT, AND MONITORING

Communications with Health System Partner

Briefly describe how you will maintain communications with the health system partner regarding implementation activities, monitoring, and

evaluation.

Implementation Support

Briefly describe how you will provide on-going technical support to this health system partner to support implementation success. Include details

Click here to enter text

about who will provide support and frequency of support.

Collection of Clinic Baseline and Annual Data

Briefly describe how you will collaborate with this health system to collect clinic baseline breast and cervical cancer screening rates and annual

Click here to enter text

data to complete CDC-required clinic data forms.

[Handwritten Signature]
[Handwritten Date: 2/5/18]

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EXHIBIT A-1

Revising the Health System EBI Implementation Plan

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Briefly describe how you will use feedback and monitoring and evaluation data to review and revise this Health System EBI Implementation Plan.

Retention and Sustainability

Briefly describe how you plan to (1) retain partners, (2) continue to collect annual screening and other data throughout the five year grant period, and (3) promote continued implementation, monitoring, and evaluation post-partnership.

Click here to enter text.

HEALTH SYSTEM EBI IMPLEMENTATION WORKSHEET

This worksheet assists in identifying, planning, and monitoring major tasks in implementing selected priority EBIs and supportive activities within the partner health system(s) and its clinics. Use this tool for oversight at the health system level. Staff at participating clinics may use this worksheet to guide implementation at their sites as well. Although the boxes in the worksheet will expand, entries should be meaningful and concise. See sample on the following page.

Major Task	Expected Outcome(s) of Task	Challenges and Solutions to Task Completion	Person(s) Responsible for Task	Due Date for Task	Information or Resources Needed

5


CDC RFA DP17-1701, National Breast and Cervical Cancer Early Detection Program
HEALTH SYSTEM EBI IMPLEMENTATION WORKSHEET (SAMPLE)

Major Task	Expected Outcome(s) of Task	Challenges and Solutions to Task Completion	Person(s) Responsible for Task	Due Date for Task	Information or Resources Needed
Validate the EHR breast and cervical cancer screening rate for each participating clinic using chart review	Accurate baseline clinic screening rate	Challenge: chart audit is costly, time-consuming; no dedicated staff Solution: hire consultant 20%-time to complete	Jackie Brown, Health System Quality Improvement Nurse and Chris Brack, Grantee Partner Data Manager with clinic contact	December 2017	Determine methodology (e.g., proportion of charts to review). Follow CDC guidance in "Guidance for Measuring Breast and Cervical Cancer Screening Rates in Health System Clinics."
For each participating clinic, develop and pilot policy change/protocol in support of selected priority EBI	Policy refined, communicated to staff, and integrated into daily operations and workflows	Challenge: integrating policy such that it is not time-consuming and cumbersome Solution: include staff in planning, vet policy changes, and pilot policy on small scale	Janie Panie, Health System Clinical Officer with clinic contact	February 2018	Policy template
Train clinic staff on selected EBIs	Staff knowledgeable of EBIs and how to implement	Challenge: time to complete training Solution: train during scheduled meeting times	George Lopez, Grantee Partner PD	January 2018	Curriculum
Orient clinic staff to new policy procedures	Staff roles clarified and workflow documented and communicated in staff	Challenge: time to complete training Solution: train during scheduled meeting times	Jackie Brown, Health System Quality Improvement Nurse	January 2018	Final policy
For each participating clinic, develop implementation monitoring process and document outcomes	Implementation monitored regularly, allowing for appropriate adaptations and course corrections	Challenge: staff time, expertise in evaluation limited Solution: recruit evaluator to assist with developing monitoring processes and outcomes	Janie Panie, Health System Clinical Officer Manager with clinic contact	February 2018-February 2019	Clinic-specific workflow outline
Conduct TA with clinics	Implementation according to policy and appropriate adaptations and course corrections	Challenge: Staff time Solution: provide multiple TA options for implementation support- (i.e., one-on-one, teleconference, email, listservs)	George Lopez, Grantee Partner PD	February 2018-February 2019	TA plan



Clinical & Community Strategies to Improve Breast Cancer Screening

The following table highlights evidence-based strategies to improve breast cancer screening rates in clinical and community settings.

Measure(s): NQF: 2372, PQRS: 112, ACO, Meaningful Use

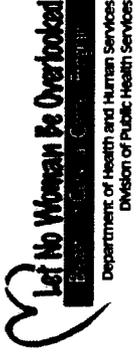
Percentage of women 50 through 74 years of age who had a mammogram to screen for breast cancer within 24 months

Clinical Approaches	Patient-Centered Care and/or Community Linkages	Community Wide Prevention Strategies
<p>Provider Assessment and Feedback Provider assessment and feedback interventions both evaluate provider performance in delivering or offering screening to clients (assessment) and present providers with information about their performance in providing screening services (feedback). Feedback may describe the performance of a group of providers (e.g., mean performance for a practice) or an individual provider, and may be compared with a goal or standard. Evidence: Median increase of 13.0%</p>	<p>Client Reminders Client reminders are written (letter, postcard, email) or telephone messages (including automated messages) advising people that they are due for screening. Client reminders may be enhanced by one or more of the following: <ul style="list-style-type: none"> • Follow-up printed or telephone reminders • Additional information about indications for, benefits of, and ways to overcome barriers to screening • Assistance in scheduling appointments Evidence: Median increase of 14.0%</p>	<p>Structural Barriers for Clients Structural barriers are non-economic burdens or obstacles that make it difficult for people to access cancer screening. Interventions designed to reduce these barriers may facilitate access to cancer screening services by: <ul style="list-style-type: none"> • Reducing time or distance between service delivery settings and target populations • Modifying hours of service to meet client needs • Offering services in alternative or non-clinical settings (e.g., mobile mammography vans at worksites or in residential communities) • Eliminating or simplifying administrative procedures and other obstacles (e.g., scheduling assistance, patient navigators, transportation, dependent care, translation services, limiting the number of clinic visits) </p>



<p>Provider Reminder and Recall Systems Reminders inform health care providers it is time for a client's cancer screening test (called a "reminder") or that the client is overdue for screening (called a "recall"). The reminders can be provided in different ways, such as in client charts or by e-mail. Evidence: Median increase of 12%</p>	<p>One-on-One Education for Clients One-on-one education delivers information to individuals about indications for, benefits of, and ways to overcome barriers to cancer screening with the goal of informing, encouraging, and motivating them to seek recommended screening. These messages are delivered by healthcare workers or other health professionals, lay health advisors, or volunteers, and are conducted by telephone or in person in medical, community, worksite, or household settings. Evidence: Median increase of 9.2%</p>	<p>Evidence: Median increase of 17.7%</p> <p>Group Education for Clients Group education conveys information on indications for, benefits of, and ways to overcome barriers to screening with the goal of informing, encouraging, and motivating participants to seek recommended screening. Group education is usually conducted by health professionals or by trained laypeople who use presentations or other teaching aids in a lecture or interactive format, and often incorporate role modeling or other methods. Group education can be given to a variety of groups, in different settings, and by different types of educators with different backgrounds and styles. Evidence: Median increase of 11.5%</p>
	<p>Small Media Targeting Clients Small media include videos and printed materials such as letters, brochures, and newsletters. These materials can be used to inform and motivate people to be screened for cancer. They can provide information tailored to specific individuals or targeted to general audiences. Evidence: Median increase of 7.0%</p>	

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	<p><u>Reducing Client Out-of-Pocket Costs</u> Interventions to reduce client out-of-pocket costs attempt to minimize or remove economic barriers that make it difficult for clients to access cancer screening services. Costs can be reduced through a variety of approaches, including vouchers, reimbursements, reduction in co-pays, or adjustments in federal or state insurance coverage. Evidence: Median increase of 11.5%</p>	
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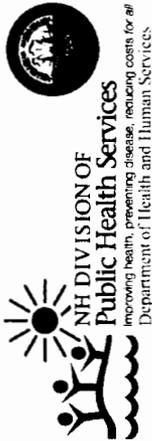


Clinical & Community Strategies to Improve Cervical Cancer Screening

The following table highlights evidence-based strategies to improve cervical cancer screening rates in clinical and community settings outlined in The Guide to Community Preventive Services.

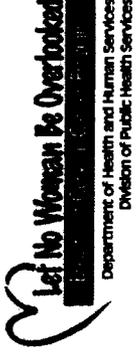
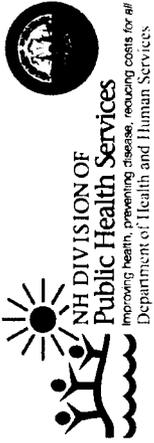
Measure(s): Percentage of women age 21 through 65 years of age who had a Pap test to screen for cervical cancer within the last 3 years.

Clinical Approaches		Patient-Centered Care and/or Community Linkages		Community Wide Prevention Strategies	
<p>Provider Assessment and Feedback Provider assessment and feedback interventions both evaluate provider performance in delivering or offering screening to clients (assessment) and present providers with information about their performance in providing screening services (feedback). Feedback may describe the performance of a group of providers (e.g., mean performance for a practice) or an individual provider, and may be compared with a goal or standard.</p> <p>Evidence: Median increase of 13.0%</p>	<p>Client Reminders Client reminders are written (letter, postcard, email) or telephone messages (including automated messages) advising people that they are due for screening. Client reminders may be enhanced by one or more of the following:</p> <ul style="list-style-type: none"> • Follow-up printed or telephone reminders • Additional text or discussion with information about indications for, benefits of, and ways to overcome barriers to screening • Assistance in scheduling appointments <p>Evidence: Median increase of 10.2%</p>	<p>Reducing Structural Barriers for Clients Structural barriers are non-economic burdens or obstacles that make it difficult for people to access cancer screening. Interventions designed to reduce these barriers may facilitate access to cancer screening services by:</p> <ul style="list-style-type: none"> • Reducing time or distance between service delivery settings and target populations • Modifying hours of service to meet client needs • Offering services in alternative or non-clinical settings (e.g., mobile mammography vans at worksites or in residential communities) • Eliminating or simplifying administrative procedures and other obstacles (e.g., scheduling assistance, patient navigators, transportation, dependent care, translation services, limiting the number of clinic visits) 			



<p><u>Provider Reminder and Recall Systems</u> Reminders inform health care providers it is time for a client's cancer screening test (called a "reminder") or that the client is overdue for screening (called a "recall"). The reminders can be provided in different ways, such as in client charts or by e-mail.</p> <p>Evidence: Median increase of 4.7%</p>	<p><u>Small Media Targeting Clients</u> Small media include videos and printed materials such as letters, brochures, and newsletters. These materials can be used to inform and motivate people to be screened for cancer. They can provide information tailored to specific individuals or targeted to general audiences.</p> <p>evidence: Median increase of 4.5%</p>	<p>Evidence: *based only on a very small number of studies Pap screening: median increase of 13.6%</p>
<p><u>Provider Reminder and Recall Systems</u> Reminders inform health care providers it is time for a client's cancer screening test (called a "reminder") or that the client is overdue for screening (called a "recall"). The reminders can be provided in different ways, such as in client charts or by e-mail.</p> <p>Evidence: Median increase of 4.7%</p>	<p><u>Small Media Targeting Clients</u> Small media include videos and printed materials such as letters, brochures, and newsletters. These materials can be used to inform and motivate people to be screened for cancer. They can provide information tailored to specific individuals or targeted to general audiences.</p> <p>evidence: Median increase of 4.5%</p>	<p><u>Reducing Client Out-of-Pocket Costs</u> Interventions to reduce client out-of-pocket costs attempt to minimize or remove economic barriers that make it difficult for clients to access cancer screening services. Costs can be reduced through a variety of approaches, including vouchers, reimbursements, reduction in co-pays, or adjustments in federal or state insurance coverage.</p> <p>Evidence*: based only on a very small number of studies</p> <ul style="list-style-type: none"> • Pap tests: reported increase of 17%
<p><u>Group Education for Clients</u> Group education conveys information on indications for, benefits of, and ways to overcome barriers to screening with the goal of informing, encouraging, and motivating participants to seek recommended screening. Group education is usually conducted by health professionals or by trained laypeople who use presentations or other teaching aids in a lecture or interactive format, and often incorporate role modeling or other methods. Group education can be given to a variety of</p>	<p><u>Group Education for Clients</u> Group education conveys information on indications for, benefits of, and ways to overcome barriers to screening with the goal of informing, encouraging, and motivating participants to seek recommended screening. Group education is usually conducted by health professionals or by trained laypeople who use presentations or other teaching aids in a lecture or interactive format, and often incorporate role modeling or other methods. Group education can be given to a variety of</p>	<p>Evidence: *based only on a very small number of studies</p> <ul style="list-style-type: none"> • Pap tests: reported increase of 17%

RFP-2018-DPHS-21-BREAS
EXHIBIT A-3



	<p>groups, in different settings, and by different types of educators with different backgrounds and styles. Evidence:*based only on a very small number of studies Median increase of 10.6%</p>	
	<p><u>One-on-One Education for Clients</u> One-on-one education delivers information to individuals about indications for, benefits of, and ways to overcome barriers to cancer screening with the goal of informing, encouraging, and motivating them to seek recommended screening. These messages are delivered by healthcare workers or other health professionals, lay health advisors, or volunteers, and are conducted by telephone or in person in medical, community, worksite, or household settings. Evidence: Median increase of 8.1%</p>	



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.
2. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting 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.
3. This contract is funded with 100% Federal Funds from the Centers for Disease Control and Prevention (CDC), NH Comprehensive Cancer Control Program and Cancer Registry, CFDA #93.898.
4. 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.
5. Payment for said services shall be made upon approval by Governor and Executive Council:
 - 5.1. The Contractor will submit an invoice on letterhead, with the date and authorized signature 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. The Contractor agrees to keep records of their activities related to Department programs and services.
 - 5.2. 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.
 - 5.3. Invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or invoices may be mailed to:

Financial Administrator
Department of Health and Human Services
Division of Public Health
29 Hazen Dr.
Concord, NH 03301

RDS
3/5/18

Exhibit B-1 Budget

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

Bidder/Program Name: HealthFirst Family Care Center

Budget Request for: Breast & Cervical Cancer Program (BCCP) Services

Budget Period: January 1, 2018 to June 30, 2018

1. Total Salary/Wages	\$ 4,409.06	\$ 440.91	\$ 4,849.97	\$ 2,204.53	\$ 220.45	\$ 2,424.98	\$ 2,204.53	\$ 220.45	\$ 2,424.98
2. Employee Benefits (25% of wages)	\$ 1,102.26	\$ 110.23	\$ 1,212.49	\$ 551.13	\$ 55.11	\$ 606.25	\$ 551.13	\$ 55.11	\$ 606.25
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	\$ 1,104.34	\$ 110.43	\$ 1,214.77	\$ -	\$ -	\$ -	\$ 1,104.34	\$ 110.43	\$ 1,214.77
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (BCCP CLIENT SERVICE):	\$ 1,140.00	\$ 114.00	\$ 1,254.00	\$ -	\$ -	\$ -	\$ 1,140.00	\$ 114.00	\$ 1,254.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 7,755.66	\$ 775.57	\$ 8,531.23	\$ 2,755.66	\$ 275.57	\$ 3,031.23	\$ 2,755.66	\$ 275.57	\$ 3,031.23

Indirect As A Percent of Direct

10.0%

Contractor Initials: *RDS*

Date: *2/5/18*

Exhibit B-2 Budget

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

Bidder/Program Name: HealthFirst Family Care Center

Budget Request for: Breast & Cervical Cancer Program (BCCP) Services

Budget Period: July 1, 2018 to June 30, 2019

1. Total Salary/Wages	\$ 9,082.75	\$ 908.27	\$ 9,991.02	\$ 4,541.37	\$ 454.14	\$ 4,995.51	\$ 4,541.37	\$ 454.14	\$ 4,995.51
2. Employee Benefits (25% of wages)	\$ 2,270.69	\$ 227.07	\$ 2,497.76	\$ 1,135.34	\$ 113.53	\$ 1,248.88	\$ 1,135.34	\$ 113.53	\$ 1,248.88
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	\$ 2,043.28	\$ 204.33	\$ 2,247.61	\$ -	\$ -	\$ -	\$ 2,043.28	\$ 204.33	\$ 2,247.61
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (BCCP CLIENT SERVICE):	\$ 2,280.00	\$ 228.00	\$ 2,508.00	\$ -	\$ -	\$ -	\$ 2,280.00	\$ 228.00	\$ 2,508.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 15,676.71	\$ 1,567.67	\$ 17,244.38	\$ 5,676.72	\$ 567.67	\$ 6,244.39	\$ 10,000.00	\$ 1,000.00	\$ 11,000.00

Indirect As A Percent of Direct

10.0%

Contractor Initials

Date:

HealthFirst Family Care Center

[Handwritten Signature]
Date: 2/5/18



SPECIAL PROVISIONS

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

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

ADS
2/5/18



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

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

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

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New Hampshire Department of Health and Human Services
Exhibit C



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

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

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

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

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

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

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

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

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

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

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

ADP
3/5/18



- 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.

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3/15/18



REVISIONS TO GENERAL PROVISIONS

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

[Handwritten Signature]
Date 2/5/18



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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2/5/18

New Hampshire Department of Health and Human Services
Exhibit D



- 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.

2/5/18
Date

Contractor Name:

Name:
Title:

Michael J. President

AMS
2/5/18



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

3/5/18
Date

Contractor Name:
Richard D Silverberg President
Name:
Title:

Contractor Initials ADS
Date 3/5/18



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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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 (1)(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.

2/5/18
Date

Contractor Name:
Richard S. [Signature]
Name:
Title: President

Contractor Initials RS
Date 2/5/18



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

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

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

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

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

Exhibit G

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

Contractor Initials

Date


Date 7/5/18

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

2/15/18
Date

Contractor Name:
Richard Silverberg
Name:
Title: President

Exhibit G

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

Contractor Initials RS
Date 2/15/18



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

2/9/18
Date

Contractor Name:

Name:
Title:

Richard Silverberg
President

Contractor Initials

Date

RS
2/9/18



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

AKS
3/5/18



Exhibit I

- i. “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

APS
2/9/18



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

ADP
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Exhibit I

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

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

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Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

AB
3/5/18



Exhibit I

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

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

Department of Health and Human Services
 The State
[Signature]
 Signature of Authorized Representative
LISA MORRIS
 Name of Authorized Representative
DIRECTOR, DPHS
 Title of Authorized Representative
3/16/18
 Date

HealthFirst Family Care Center inc
 Name of the Contractor
[Signature]
 Signature of Authorized Representative
Richard D. Silverberg
 Name of Authorized Representative
President
 Title of Authorized Representative
2/5/18
 Date

Contractor Initials [Signature]
 Date 2/5/18



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

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

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

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

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

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

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

7/5/18
Date

Contractor Name:

Richard A. Silverberg
Name:
Title: President

Contractor Initials RS
Date 7/5/18



FORM A

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

1. The DUNS number for your entity is: 026459417

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 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: _____

New Hampshire Department of Health and Human Services
Exhibit K



DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information 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 Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
 - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
 - 2.2. 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.).
 - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.5. 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.
 - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of 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.
 - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "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.

Breach notifications will be sent to the following email addresses:

 - 2.7.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
 - 2.7.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
 - 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor 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

RDS
7/5/18



by the vendor 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, or otherwise physically destroying the media (for example, degaussing). The vendor 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 the vendor prior to destruction.

- 2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor 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 vendor, including breach notification requirements.
3. The vendor 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 vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor 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 appropriate authorized data owner or leadership member within the Department.
6. 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.

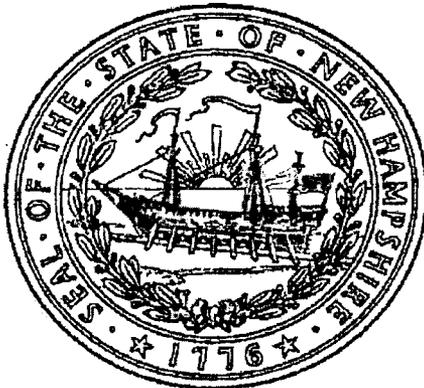
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HEALTHFIRST FAMILY CARE CENTER, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 23, 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: 248976



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of April A.D. 2017.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE
(Corporation without Seal)

I, Michael Stanley, do hereby certify that:

1. I am the duly elected Vice Chairman of the Board of Directors for the Nonprofit Corporation HealthFirst Family Care Center, Inc.
2. James Wells is the duly elected Chairman of the Board of the Corporation.
3. Richard D. Silverberg is the duly appointed President and Chief Executive Officer (CEO) of the Corporation.
4. The following resolution was adopted at a meeting of the Board of Directors held on the 21st day of February, 2018:

RESOLVED: That the Chairman of the Board of HealthFirst Family Care Center, Inc. and/or the President and CEO are hereby authorized on behalf of this Corporation to enter into Board-approved and previously authorized contracts with agencies of the Federal government and the State of New Hampshire and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications related thereto, as they may deem necessary, desirable, or appropriate as directed by the Board.

5. The forgoing resolution has not been amended or revoked, and remains in full force and effect as of the 1st day of July, 2018.

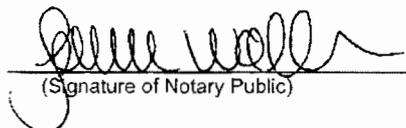


(Signature of Vice Chairman)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 2nd of February, 2018 by Michael Stanley.



(Signature of Notary Public)

My Commission Expires:





HEALFIR-01

LMICHALS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/30/2017

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 # AGR8150 Clark Insurance One Sundial Ave Suite 302N Manchester, NH 03103	CONTACT NAME: Lorraine Michals, CIC	
	PHONE (A/C, No, Ext): (603) 716-2362	FAX (A/C, No): (603) 622-2854
E-MAIL ADDRESS: lmichals@clarkinsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Citizens Ins Co of America		31534
INSURED Health First Family Care Center 841 Central St Franklin, NH 03235	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 YWVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			OBVA044172	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			OBVA044172	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			OBVA044172	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WBVA044167	07/01/2017	07/01/2018	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER

CANCELLATION

NH DHHS
129 Pleasant St
Concord, NH 03301

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

HEALTHFIRST

FAMILY CARE CENTER inc.

841 CENTRAL STREET, FRANKLIN, NH 03235

7.2.2.5 Description of organization: HealthFirst as a (FQHC) Federally Qualified Health Center serves the Twin Rivers and Lakes regions of New Hampshire through two primary offices located in Franklin since 1996 and Laconia since 2005. The agency has a budget just under \$5.1 million, a staff of 52 individuals and provides the 19 required federally listed Bureau Primary Health Care program services and all the services required in this RFP. We server an area with a population of over 84,000 in 24 municipalities. HealthFirst has contracted with the state of New Hampshire Division of Maternal and Child Health, Oral Health Services, Breast and Cervical Cancer Services for many years. In order to carry out the services of this proposal, all services will be performed by direct members of the staff of HealthFirst. We do not have any subsidiaries, no other parent corporations or holdings. Our main administrative offices are located at 841 Central St., Franklin, NH 03235, 603-934-0177. We have a second major site at 22 Strafford St., Laconia NH 03246, and a specialty site at Genesis Behavioral Health in Laconia. HealthFirst has primary health care contracts with the State of New Hampshire for Maternal and Child Health, general primary health care services. Breast and cervical cancer outreach, Children's Community Based Oral health services. We have major commitment through a contract with the Bureau of Primary Health Care through the US Department Health Resources and Services Administration (HRSA) on the federal level for all 19 required FQHC services. HealthFirst is also very involved and committed to our work with the public health networks, the integrated delivery network (IDN) 1115 waiver project in which our CEO serves as chairman of the board for the Winnepesaukee public health Council and treasurer for the board for the IDN for region five. HealthFirst has additional commitments to have an active client navigator program development and doubling in size of our MAT medication assisted treatment program through a contract with Bi-State Primary Care Association.

HEALTHFIRST

FAMILY CARE CENTER Inc.

841 CENTRAL STREET, FRANKLIN, NH 03235

Mission statement of the organization follows:

*It is the mission of
HealthFirst Family Care Center, Inc. to provide high quality primary healthcare,
treatment, prevention and education services required by the residents of the
service area, regardless of inability to pay or insurance status, depending upon
available HealthFirst resources.*

*HealthFirst coordinates and cooperates with other community and regional health
care providers to assure the people of the region the fullest possible range of
health and prevention services.*

7.2.2.5.2 HealthFirst is a full-service Federally Qualified Health Center offering family practice medicine, fully integrated behavioral health into primary care, to all regardless of insurance status or ability to pay.

The agency offers specialty programs in prenatal services, chronic disease care management services for individuals throughout the lifecycle, with specialized services for pediatrics, and adults of all ages, integrated nutritionist, BCCP outreach and screening services and health educators provide services using a team approach. Samples of recent special agency accomplishments: An expansion of youth oral health outreach with special foundation grants, the fully integrated Behavioral health with inserted Primary care program called One health we do with Genesis Behavioral Health, Extensive work with IDN 5 on developing our regional HIT infrastructure our Broad based integration of primary care SUD and Behavioral health services across our community treatment teams and extensive development of new care coordination teams. In addition, HealthFirst offers community and population health programs and prevention activity through joint efforts in our regional public health network, the Winnepesaukee public health network. We are very engaged and take a leadership role in our public health network emergency preparedness council and work with the integrated delivery network, Community Health Services Council. HealthFirst is a Patient Centered Medical Home Level 3 certified by NQCA. During the 2016-17 program year, HealthFirst has seen 4583 individuals for 16798 visits. Our active patient population panel is 7413 individuals. HealthFirst has continually grown

to meet the needs of those in need of services in the Twin Rivers and Lakes Region, since our inception 1996. HealthFirst has a very accomplished record of receiving quality awards for exemplary patient outcomes on many measures, Hemoglobin A1c, BMI, asthma control, childhood vaccinations, pneumonia vaccine, colorectal screening, and many others from the federal Bureau of Primary Health Care. These have included recognition and cash awards. HealthFirst is an innovator in the region and the state with early adoption of and long-standing use of electronic medical record and decision support software.

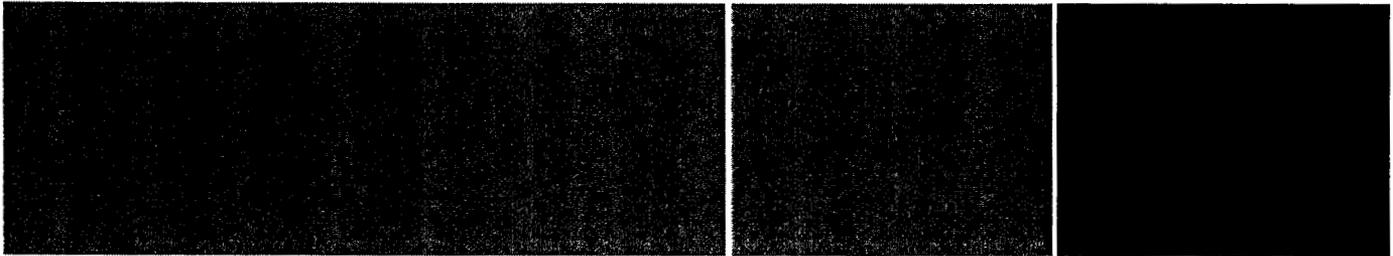
7.2.2.5.3 HealthFirst is capable of effectively completing the services outlined the RFP. We have many strengths that are considered an asset to the program. We have 22 years of successfully obtaining state and federal contracts for services and large grants to develop and deliver community based services. These efforts have an excellent record of Clean audits with no findings.

We have received recognition for consistently meeting outcome metrics and have very satisfied patients. HealthFirst is approved in 2017 for the second time for all sites as a patient centered medical home level 3 the highest level by NQCA. We have won several federal bureaus of primary care quality awards for excellent clinical outcomes . HealthFirst utilizes a full Electronic medical record Centricity EMR with CHAN community Health Access Network which assures accurate up to date secure charting on all client activity. We regularly update our QA/QI plans and have over 140 measures of clinical outcomes and financial health, to monitor the agency functioning. We have experienced and dedicated staff at all levels of the organization who are committed to the mission of service to all regardless of income or insurance status and providing service excellence . HealthFirst staff is very involved in regional, state wide and national collaborative learning effort to enhance our services and learn and adopt best practices. For the past 22 years HealthFirst has been a regional leader in bringing new service to the region and providing high quality service to the Twin Rivers and Lakes region. HealthFirst teams up with other community health centers through the Community Health Access Network (CHAN) to develop very specific data gathering analysis methods used in reporting of the outcomes on breast and cervical cancer screening, colorectal cancer screening over hundreds of participating patients, SBIRT substance abuse brief intervention and referral to treatment, and special tracking methods for clients in our ever expanding substance abuse treatment programs . We track over 140 Clinical and financial outcome indicators and compare them to our clinical networks showing the health outcomes of our primary care and behavioral health efforts striving for ways to improve efficiency and service outcomes.

7.2.2.5.4 HealthFirst has over 22 years experience providing comprehensive community health services. Our integrated behavioral health in primary care program outreach and oral health emergency pain relief programs have drawn interest from others and have been copied by others due to their success. We have long and successful breast and cervical cancer, and colorectal screening and children's oral health in schools and other similar services involving community outreach to individuals In the Twin Rivers and Lakes region through our sites in Laconia Franklin. The agency has been a leader in our region in developing community based prevention programs in suicide , alcohol and drug abuse and smoking with our public health network.

HealthFirst has experienced staff who have delivered this type of service under previous contracts from state office of primary health care and Maternal and Child Health for the past 20 years. The particular staff members who is Qa/Qi Clinical manager has 4 years of experience working this type of program and has received recognition for innovation efforts in stimulating staff to perform quality work.

Our practice Manager has over 25 years of experience in practice management and developing service excellence to clients in outpatient settings . Our Human resources and billing staff are very accomplished in the rules regulations and policies and carrying out their functions in professional manner. The CFO has 20 years of experience in nonprofits and for the last seven years has help keep the agency in the black through the recession and many legislative changes that affected the overall options for billable services provided by the organization of the organization . The CEO has 35 year of leadership experience in Health care and has led HealthFirst since its start in 1996 . HealthFirst medical and Behavioral health providers have collectively won quality awards for integrated services and high performance on quality out comes . The primary outreach staff for this program has over 10 years of experience working with outreach and enabling services. The primary care providers at HealthFirst are trained and have many years of experience working with men women and children on doing screenings and early identification in; Substance abuse, Through SBIRT, Behavioral health and chronic diseases such and diabetes and heart disease. We have well-established referral relationships with mammography laboratory, dental and specialty medical services.



**HEALTHFIRST
FAMILY CARE CENTER, INC.**

FINANCIAL STATEMENTS

and

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

September 30, 2016 and 2015

With Independent Auditor's Report



INDEPENDENT AUDITOR'S REPORT

Board of Directors
HealthFirst Family Care Center, Inc.

Report on Financial Statements

We have audited the accompanying financial statements of HealthFirst Family Care Center, Inc. (the Organization), which comprise the balance sheets as of September 30, 2016 and 2015, and the related statements of operations and changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the 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 above present fairly, in all material respects, the financial position of HealthFirst Family Care Center, Inc. as of September 30, 2016 and 2015, and the results of its operations, changes in its net assets and its cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Other Matter

Our audit was conducted for the purposes of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 *U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated February 7, 2017 on our consideration of HealthFirst Family Care Center, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering HealthFirst Family Care Center, Inc.'s internal control over financial reporting and compliance.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
February 7, 2017

HEALTHFIRST FAMILY CARE CENTER, INC.

Balance Sheets

September 30, 2016 and 2015

ASSETS

	<u>2016</u>	<u>2015</u>
Current assets		
Cash and cash equivalents	\$ 915,383	\$ 461,297
Patient accounts receivable, less allowance for uncollectible accounts of \$65,000 in 2016 and \$60,000 in 2015	389,664	553,581
Grants receivable	73,697	121,357
Other current assets	<u>4,897</u>	<u>1,647</u>
Total current assets	1,383,641	1,137,882
Investment in limited liability company	16,203	-
Assets limited as to use	146,213	136,375
Property and equipment, net	<u>1,398,055</u>	<u>1,471,649</u>
Total assets	<u>\$ 2,944,112</u>	<u>\$ 2,745,906</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Line of credit	\$ 23,279	\$ 52,279
Accounts payable and accrued expenses	114,018	98,463
Accrued payroll and related expenses	237,984	183,324
Deferred revenue	45,710	21,529
Current portion of long-term debt	<u>43,088</u>	<u>45,442</u>
Total current liabilities	464,079	401,037
Long-term debt, less current portion	<u>1,312,944</u>	<u>1,356,032</u>
Total liabilities	1,777,023	1,757,069
Net assets		
Unrestricted	<u>1,167,089</u>	<u>988,837</u>
Total liabilities and net assets	<u>\$ 2,944,112</u>	<u>\$ 2,745,906</u>

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

HEALTHFIRST FAMILY CARE CENTER, INC.

Statements of Operations and Changes in Net Assets

Years Ended September 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Operating revenue		
Patient service revenue	\$ 3,116,971	\$ 2,979,446
Provision for bad debts	<u>(360,209)</u>	<u>(439,124)</u>
Net patient service revenue	2,756,762	2,540,322
Grants, contracts and contributions	1,807,029	1,597,110
Equity in earnings of limited liability company	16,203	-
Other operating revenue	<u>24,347</u>	<u>16,264</u>
Total operating revenue	<u>4,604,341</u>	<u>4,153,696</u>
Operating expenses		
Salaries and benefits	2,820,353	2,602,720
Other operating expenses	1,476,561	1,019,980
Depreciation	76,385	75,089
Interest expense	<u>52,790</u>	<u>61,396</u>
Total operating expenses	<u>4,426,089</u>	<u>3,759,185</u>
Excess of revenue over expenses and increase in unrestricted net assets	178,252	394,511
Net assets, beginning of year	<u>988,837</u>	<u>594,326</u>
Net assets, end of year	<u>\$ 1,167,089</u>	<u>\$ 988,837</u>

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

HEALTHFIRST FAMILY CARE CENTER, INC.

Statements of Cash Flows

Years Ended September 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Cash flows from operating activities		
Change in net assets	\$ 178,252	\$ 394,511
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	76,385	75,089
Equity in earnings of limited liability company	(16,203)	-
Provision for bad debts	360,209	439,124
(Increase) decrease in the following assets		
Patient accounts receivable	(196,292)	(468,315)
Grants receivable	47,660	(24,875)
Prepaid expenses	(3,250)	6,988
Increase in the following liabilities		
Accounts payable and accrued expenses	15,555	15,108
Accrued payroll and related expenses	54,660	43,225
Deferred revenue	<u>24,181</u>	<u>109</u>
Net cash provided by operating activities	<u>541,157</u>	<u>480,964</u>
Cash flows from investing activities		
Capital expenditures	(2,791)	(60,177)
Increase in assets limited as to use	<u>(9,838)</u>	<u>(9,836)</u>
Net cash used by investing activities	<u>(12,629)</u>	<u>(70,013)</u>
Cash flows from financing activities		
Repayments on line of credit	(29,000)	(36,001)
Principal payments on long-term debt	<u>(45,442)</u>	<u>(36,836)</u>
Net cash used by financing activities	<u>(74,442)</u>	<u>(72,837)</u>
Net increase in cash and cash equivalents	454,086	338,114
Cash and cash equivalents, beginning of year	<u>461,297</u>	<u>123,183</u>
Cash and cash equivalents, end of year	\$ <u>915,383</u>	\$ <u>461,297</u>
Supplemental cash flow disclosure		
Cash paid for interest	\$ 52,790	\$ 61,396

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

HEALTHFIRST FAMILY CARE CENTER, INC.

Notes to Financial Statements

September 30, 2016 and 2015

Organization

HealthFirst Family Care Center, Inc. (the Organization) is a non-stock, non-profit corporation organized in the State of New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) providing high-quality primary healthcare, treatment, prevention, and education services required by the residents in the Twin Rivers Region of New Hampshire, commensurate with available resources, and coordinating and cooperating with other community and regional healthcare providers to ensure the people of the region the fullest possible range of health services.

1. Summary of Significant Accounting Policies

Use of Estimates

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

Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Organization is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and exclude assets limited as to use.

Allowance for Uncollectible Accounts

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts by analyzing its past history and identification of trends for patient balances for all funding sources in the aggregate. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

HEALTHFIRST FAMILY CARE CENTER, INC.

Notes to Financial Statements

September 30, 2016 and 2015

A reconciliation of the allowance for uncollectible accounts follows:

	<u>2016</u>	<u>2015</u>
Balance, beginning of year	\$ 60,000	\$ 100,000
Provision	360,209	439,124
Write-offs	<u>(355,209)</u>	<u>(479,124)</u>
Balance, end of year	<u>\$ 65,000</u>	<u>\$ 60,000</u>

The decrease in the allowance for uncollectible accounts and provision is primarily a result of a decrease in patient accounts receivable balances due to improved collections.

Grants Receivable

Grants receivable are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

Investment in Limited Liability Company

The Organization is one of eight partners who each made a capital contribution of \$500 to Primary Health Care Partners (PHCP). The purposes of PHCP are: (i) to engage and contract directly with the payers of health care to influence the design and testing of emerging payment methodologies; (ii) to achieve the three part aim of better care for individuals, better health for populations and lower growth in expenditures in connection with both governmental and non-governmental payment systems; (iii) to undertake joint activities to offer access to high quality, cost effective medical, mental health, oral health, home care and other community-based services, based upon the Patient-Centered Medical Home model of primary care delivery, that promote health and well-being by developing and implementing effective clinical and administrative systems in a manner that is aligned with the FQHC model, and to lead collaborative efforts to manage costs and improve the quality of primary care services delivered by health centers operated throughout the state of New Hampshire; and (iv) to engage in any and all lawful activities, including without limitation the negotiation of contracts, agreements and/or arrangements (with payers and other parties). The Organization's investment in PHCP is reported using the equity method and the investment amounted to \$16,203 at December 31, 2015, the last reporting period of PHCP.

Assets Limited As To Use

Assets limited as to use consist of cash set aside under loan agreements for repairs and maintenance on the real property collateralizing the loan and assets designated by the Board of Directors.

HEALTHFIRST FAMILY CARE CENTER, INC.

Notes to Financial Statements

September 30, 2016 and 2015

Property and Equipment

Property and equipment are carried at cost, less accumulated depreciation. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets.

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used, and gifts of cash or other assets that must be used to acquire long-lived assets or used to extinguish debt related to long-lived assets, are reported as restricted support. In the absence of explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated, acquired long-lived assets are placed in service, or when gifts of cash are used for the extinguishment of debt related to long-lived assets.

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

340B Drug Pricing Program

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. This program requires drug manufacturers to provide outpatient drugs to FQHCs and other identified entities at a reduced price. The Organization contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of the Organization and bill Medicare and commercial insurances on behalf of the Organization. Reimbursement received by the pharmacies is remitted to the Organization, less dispensing and administrative fees. Gross revenue generated from the program is included in patient service revenue. The cost of drug replenishments and contracted expenses incurred related to the program are included in other operating expenses.

Charity Care

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue.

HEALTHFIRST FAMILY CARE CENTER, INC.

Notes to Financial Statements

September 30, 2016 and 2015

Functional Expenses

The Organization provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

	<u>2016</u>	<u>2015</u>
Program services	\$ 3,706,855	\$ 3,130,981
Administrative and general	<u>719,234</u>	<u>628,204</u>
Total	<u>\$ 4,426,089</u>	<u>\$ 3,759,185</u>

Excess of Revenue Over Expenses

The statements of operations reflect the excess of revenue over expenses. Changes in unrestricted net assets which are excluded from the excess of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through February 7, 2017, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

Effective December 2, 2016, the Organization entered into a purchase and sale agreement with the owner of the Organization's medical office located in Franklin, New Hampshire to purchase the property on or before June 30, 2017.

2. **Assets Limited as to Use**

Assets limited as to use are as follows:

	<u>2016</u>	<u>2015</u>
U.S. Department of Agriculture Rural Development (Rural Development) loan agreements Designated by the governing board for Working capital	\$ 94,200	\$ 84,368
Capital acquisition and maintenance	<u>40,000</u>	40,000
	<u>12,013</u>	<u>12,007</u>
Total	<u>\$ 146,213</u>	<u>\$ 136,375</u>

HEALTHFIRST FAMILY CARE CENTER, INC.

Notes to Financial Statements

September 30, 2016 and 2015

3. Property and Equipment

Property and equipment consists of the following:

	<u>2016</u>	<u>2015</u>
Building and improvements	\$ 1,684,182	\$ 1,684,182
Leasehold improvements	103,276	129,687
Furniture and equipment	<u>309,473</u>	<u>527,194</u>
 Total cost	 2,096,931	 2,341,063
Less accumulated depreciation	<u>698,876</u>	<u>869,414</u>
 Property and equipment, net	 <u>\$ 1,398,055</u>	 <u>\$ 1,471,649</u>

4. Line of Credit

The Organization has a \$300,000 line of credit arrangement with a local bank payable on demand, through March 2017, with interest of 5.5% at September 30, 2016. The Organization may borrow up to a maximum of 75% of accounts receivable. The outstanding balance on the line of credit was \$23,279 and \$52,279 at September 30, 2016 and 2015, respectively. Borrowings on the line of credit are collateralized by all of the Organization's business assets. The line of credit contains a minimum debt service coverage covenant requirement which was met at September 30, 2016.

5. Long-Term Debt

Long-term debt consists of the following:

	<u>2016</u>	<u>2015</u>
4.125% promissory note payable to Rural Development, through March 2037, paid in monthly installments of \$8,186, including interest. The note is collateralized by all tangible property owned by the Organization.	\$ 1,356,032	\$ 1,401,474
 Less current portion	 <u>43,088</u>	 <u>45,442</u>
 Long-term debt, less current portion	 <u>\$ 1,312,944</u>	 <u>\$ 1,356,032</u>

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

2017	\$ 43,088
2018	44,925
2019	46,813
2020	48,781
2021	50,832

HEALTHFIRST FAMILY CARE CENTER, INC.

Notes to Financial Statements

September 30, 2016 and 2015

6. Patient Service Revenue

Patient service revenue is as follows:

	<u>2016</u>	<u>2015</u>
Gross charges	\$ 3,989,671	\$ 3,757,905
Less: Contractual adjustments	(1,128,671)	(979,123)
Sliding fee scale adjustments	<u>(129,465)</u>	<u>(129,009)</u>
Medical patient service revenue	2,731,535	2,649,773
340B pharmacy revenue	<u>385,436</u>	<u>329,673</u>
Total patient service revenue	<u>\$ 3,116,971</u>	<u>\$ 2,979,446</u>

The Organization has agreements with the Centers for Medicare & Medicaid Services (Medicare) and New Hampshire Medicaid. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Management believes that the Organization is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

A summary of the payment arrangements with major third-party payers follows:

Medicare

The Organization is reimbursed for the care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by federal guidelines. Overall, reimbursement is subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through September 30, 2015.

Medicaid and Other Payers

The Organization also has entered into payment agreements with Medicaid, certain commercial insurance carriers, health maintenance organizations, and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively-determined rates per visit and discounts from established charges.

HEALTHFIRST FAMILY CARE CENTER, INC.

Notes to Financial Statements

September 30, 2016 and 2015

The Organization provides care to clients who meet certain criteria without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total gross charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization's charity care policy was \$154,063 and \$141,910 for the years ended September 30, 2016 and 2015, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants. Local community support consists of contributions, and United Way and municipal appropriations.

7. Retirement Plan

The Organization has a contributory defined contribution plan covering eligible employees. The Organization contributed \$53,779 and \$33,364 for the years ended September 30, 2016 and 2015, respectively.

8. Commitments and Contingencies

Medical Malpractice

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of September 30, 2016, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

Leases

The Organization leases office space and certain other office equipment under noncancelable operating leases. Future minimum lease payments under these leases are:

2017	\$ 64,061
2018	65,519
2019	67,007
2020	68,522
2021	70,066
Thereafter	<u>53,437</u>
Total	<u>\$ 388,612</u>

Lease expense was \$59,514 and \$62,815 in 2016 and 2015, respectively.

HEALTHFIRST FAMILY CARE CENTER, INC.

Notes to Financial Statements

September 30, 2016 and 2015

9. Concentration of Risk

The Organization has cash deposits in major financial institutions which exceed federal depository insurance limits. The financial institutions have a strong credit rating and management believes the credit risk related to these deposits is minimal.

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. Following is a summary of gross accounts receivable, by funding source:

	<u>2016</u>	<u>2015</u>
Medicare	27 %	36 %
Medicaid	37 %	40 %
Other	<u>36 %</u>	<u>24 %</u>
Total	<u><u>100 %</u></u>	<u><u>100 %</u></u>

SUPPLEMENTARY INFORMATION

HEALTHFIRST FAMILY CARE CENTER, INC.

Schedule of Expenditures of Federal Awards

Year Ended September 30, 2016

Federal Grant/Pass-Through Grantor/Program Title	Federal CFDA Number	Pass-Through Contract Number	Total Federal Expenditures
<u>United States Department of Health and Human Services</u>			
<u>Direct</u>			
Health Centers Cluster			
Consolidated Health Centers (Community Health Centers, Migrant Health Centers, Health Care for the Homeless, and Public Housing Primary Care)	93.224		\$ 218,842
Affordable Care Act (ACA) Grants for New and Expanded Services Under the Health Center Program	93.527		<u>894,988</u>
Total Health Centers Cluster			1,113,830
<u>Pass-Through</u>			
State of New Hampshire Department of Health and Human Services			
Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations financed in part by Prevention and Public Health Funds	93.752	102-500731/90080081	7,733
Block Grants for Prevention and Treatment of Substance Abuse	93.959	102-500734/49156501	30,003
Maternal and Child Health Services Block Grant to the States	93.994	102-500731/90080000	17,637
Preventive Health and Health Services Block Grant Funded Solely with Prevention and Public Health Funds (PPHF)	93.758	102-500731/90072003	10,082
Bi-State Primary Care Association			
Cooperative Agreement to Support Navigators in Federally- facilitated and State Partnership Marketplaces	93.332	1NAVA150228-01-00	<u>41,600</u>
Total Federal Awards, All Programs			<u>\$ 1,220,885</u>

The accompanying notes are an integral part of this schedule.

HEALTHFIRST FAMILY CARE CENTER, INC.

Notes to Schedule of Expenditures of Federal Awards

Year Ended September 30, 2016

1. **Basis of Presentation**

The schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of HealthFirst Family Care Center, Inc. (the Organization). The information in this schedule is presented in accordance with the requirements of Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of HealthFirst Family Care Center, Inc..

2. **Summary of Significant Accounting Policies**

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



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

Board of Directors
HealthFirst Family Care Center, Inc.

We have audited, in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of HealthFirst Family Care Center, Inc. (the Organization), which comprise the balance sheet as of September 30, 2016, and the related statements of operations and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated February 7, 2017.

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 auditing 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 combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity'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 of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of 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.

Berry Dawn McNeil & Parker, LLC

Manchester, New Hampshire
February 7, 2017



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

Board of Directors
HealthFirst Family Care Center, Inc.

Report on Compliance for the Major Federal Program

We have audited HealthFirst Family Care Center, Inc.'s (the Organization's) compliance with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on its major federal program for the year ended September 30, 2016. 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 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 U.S. generally accepted auditing standards; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the audit requirements of Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about 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 the Major Federal Program

In our opinion, HealthFirst Family Care Center, Inc. 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, 2016.

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 above. In planning and performing our audit, 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 our opinion on compliance for the major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of 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.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
February 7, 2017

HEALTHFIRST FAMILY CARE CENTER, INC.

Schedule of Findings and Questioned Costs

Year Ended September 30, 2016

1. Summary of Auditor's Results

Financial Statements

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

Material weakness(es) identified? Yes No
Significant deficiency(ies) identified that are not considered to be material weakness(es)? Yes None reported
Noncompliance material to financial statements noted? Yes No

Federal Awards

Internal control over major programs:

Material weakness(es) identified? Yes No
Significant deficiency(ies) identified that are not considered to be material weakness(es)? Yes None reported

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

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

Identification of major programs:

<u>CFDA Number</u>	<u>Name of Federal Program or Cluster</u>
	Health Centers Cluster
93.224	Consolidated Health Centers (Community Health Centers, Migrant Health Centers, Health Care for the Homeless, and Public Housing Primary Care)
93.527	Affordable Care Act (ACA) Grants for New and Expanded Services Under the Health Center Program

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

Auditee qualified as low-risk auditee? Yes No

HEALTHFIRST FAMILY CARE CENTER, INC.

Schedule of Findings and Questioned Costs (Concluded)

Year Ended September 30, 2016

2. Financial Statement Findings

None.

3. Federal Award Findings and Questioned Costs

None.

HEALTHFIRST FAMILY CARE CENTER, INC.

Summary Schedule of Prior Audit Findings

Year Ended September 30, 2016

Finding Number 2015-001

Condition Found

Cash and checks received at the time of the patient visit are forwarded to the billing manager by the front desk staff for reconciliation and are then provided to the accounting assistant to prepare the deposit. Checks received through the mail are forwarded to the accounting assistant by the administrative assistant to prepare the deposit. The deposits are maintained by the chief financial officer (CFO) until the deposit is made. There is currently no independent verification that all cash and checks received were properly deposited. Both the billing manager and accounting assistant have access to adjust patient balances in the billing system.

Recommendation

We recommended the following related to cash and checks received at the time of the patient visit: the billing manager should verify each deposit agrees with his/her reconciliation as a mitigating control for the accounting assistant's and CFO's access to the cash receipts. We also recommended the CFO verify amounts included on the deposits agree with the carbon copy receipt maintained by the front desk at least monthly as a mitigating control to the billing manager's access to the cash receipts. We recommended the following related to checks received through the mail: The administrative assistant should verify that each deposit agrees with his/her log.

Action Taken

The billing manager added a reconciliation signature line to the front-desk daily log sheet for cash receipts. The billing manager now signs off on each front-desk "cash box daily reconciliation sheet", which records patient received cash & checks, to verify that the amounts shown on these sheets match with each bank deposit slip. The billing manger notes on each bank deposit slip by initialing and adding the date when each deposit reconciliation was completed.

The CFO performs random monthly audits of the front-desk receipt books to verify that front-desk records of cash receipts from patients match with deposited amounts.

Status Corrected

HEALTHFIRST FAMILY CARE CENTER, INC.

Summary Schedule of Prior Audit Findings (Continued)

Year Ended September 30, 2016

<u>Finding Number</u>	2015-002
<u>Condition Found</u>	During our testing of the internal controls over payroll, we noted time sheets for 6 of 22 hourly employees did not have a supervisory signature.
<u>Recommendation</u>	Time sheets for both hourly and salary staff should include supervisory review in accordance with the Organization's policy. Additionally, the CFO should sign and date the payroll reports when received as evidence of review.
<u>Action Taken</u>	A process has been put in place to assure that supervisors/managers are reviewing and signing off on their direct report's time sheets. The administration assistant at each location receives the time sheets for each pay period on the day payroll is processed. They review each of the time sheets to ensure employee and supervisor signatures are executed. If not, they take the time sheet back for the appropriate review and signature. Once they have all been obtained, time sheets are then forwarded for payroll processing. Once completed payroll documents are received by front-desk, they are given to CFO un-opened. CFO opens PayChex package, reviews payroll register and signs front cover that documents have been reviewed.
<u>Status</u>	Corrected

HEALTHFIRST FAMILY CARE CENTER, INC.

Summary Schedule of Prior Audit Findings (Continued)

Year Ended September 30, 2016

<u>Finding Number</u>	2015-003
<u>Condition Found</u>	During our testing of the internal controls over billing, we noted 6 of 42 encounters were billed at the incorrect rate as a result of a number of different circumstances; 1 of 42 bills did not include a procedure code as the code was inactive in the billing system; and 1 of 2 sliding fee scale adjustments was applied to a patient balance when the sliding fee application had expired.
<u>Recommendation</u>	We recommended the billing manager perform a detailed review of a sample of claims and related patient activity prior to claim submission. We also recommended management stress the importance of timely follow-up on denials to ensure maximum collections on services billed.
<u>Action Taken</u>	The billing department has developed and documented a process for the certified coding specialist that allows for some charges prior to claim submission to be reviewed. The certified coder's process of conducting regular and detailed audits of claims before submission includes the review of proper coding, chart documentation, charges applied and patient information all prior to claim submission. This claims audit process is completed no less than weekly for two or three claims, but not less than ten claims monthly.
<u>Status</u>	Corrected

HEALTHFIRST FAMILY CARE CENTER, INC.

Summary Schedule of Prior Audit Findings (Continued)

Year Ended September 30, 2016

<u>Finding Number</u>	2015-004
<u>Condition Found</u>	During our testing of journal entries, we noted all journal entries were posted by the CFO. There is currently no supervisory review of the journal entries.
<u>Recommendation</u>	We recommended the accounting assistant be trained to prepare reconciliations and post journal entries and these journal entries be reviewed by the CFO. In the event where a journal entry is posted by the CFO, we recommended the chief executive officer review the entry. We further recommend all journal entries be supported by the underlying documents and reconciliations and the signature and date of the preparer and reviewer.
<u>Action Taken</u>	The finance team was expanded for a part-time data entry position to to create better separation of duties. All posting of journal entries to the general ledger have been pushed down from the CFO to the accounting assistant. The CFO reviews and approves all journal entries by signing an "unposted general ledger transaction report" before any posting of journal entries is done.
<u>Status</u>	Corrected

HEALTHFIRST FAMILY CARE CENTER, INC.

Summary Schedule of Prior Audit Findings (Continued)

Year Ended September 30, 2016

Finding Number 2015-005

Condition Found

During our testing of the board composition, we noted that 5 of 12 members were clients of the Organization which is only 42% client representation, not a majority.

Recommendation

We recommend management continue to actively engage in new member recruitment, with an emphasis on clients of the Organization.

Action Taken

The following outlines the plan that was put into place for recruiting additional client representatives to the board: (1) Identifying potential board members; (2) Soliciting names of appropriate client candidates from HealthFirst Family Care Center staff, via email and staff meetings; (3) Posters about the role of the board and their importance to the center are prominently posted in HealthFirst waiting and public spaces; (4) Informational flyers about the Board of Directors and the need for consumer members are available to clients at check-in; (5) Notices included in mailings sent to all HealthFirst clients asking for their help; and, (6) Asking clients with an interest in serving on the board, to make their interest known to staff, or the Board Nominating Committee Chairperson.

As a result of the efforts outlined above, the Organization was able to recruit enough additional clients as board members to exceed the majority requirement.

Status

Corrected

HEALTHFIRST FAMILY CARE CENTER, INC.

Summary Schedule of Prior Audit Findings (Concluded)

Year Ended September 30, 2016

<u>Finding Number</u>	2015-006
<u>Condition Found</u>	During our testing of the Federal Financial Report (FFR), we noted that the FFR was originally filed with amounts reported in the section that is to be completed when the grant has a match component. Program income was also reported however the FFR did not report the full amount of program income for the budget period. The FFR filing was rejected and a revised filing was completed with program income removed from the report. The Program does not have a match component and therefore the section should not have been completed. The Program required reporting of program income which was omitted.
<u>Recommendation</u>	We recommend a revised FFR be filed as soon as possible.
<u>Action Taken</u>	A revised FFR reporting the correct amount of program income for the budget period was submitted on 1/12/2016.
<u>Status</u>	Corrected

HEALTHFIRST

FAMILY CARE CENTER inc.

841 CENTRAL STREET, FRANKLIN, NH 03235

7.2.3.2.4. A Bidder, which is part of a consolidated financial statement, may file the audited consolidated financial statements if it includes the consolidating schedules as supplemental information. A Bidder, which is part of a consolidated financial statement, but whose certified consolidated financial statements do not contain the consolidating schedules as supplemental information, shall, in addition to the audited consolidated financial statements, file unaudited financial statements for the Bidder alone accompanied by a certificate of authenticity signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification which attests that the financial statements are correct in all material respects.

HealthFirst is not part of a consolidated agency; therefore, we do not have consolidated statements.

HEALTHFIRST

FAMILY CARE CENTER inc.

841 CENTRAL STREET, FRANKLIN, NH 03235

7.2.3.2.5. If a bidder is not otherwise required by either state or federal statute to obtain a certification of audit of its financial statements, and thereby elects not to obtain such certification of audit, the bidder shall submit as part of its proposal:

HealthFirst is required as a FQHC and a 5013© to do a Federal 133A.

HealthFirst Family Care Center, Inc.

Program: Breast & Cervical Cancer Program (BCCP) Services

YEAR ONE - Budget Narrative - 6 month Budget – January 1, 2018 to June 30, 2018

Total Program Budget: \$ 8,531.23, **State of NH Funding Request: \$5,500**, HealthFirst Match: \$3,031.23

Budget Line Item #1: Total Salary & Wages: Direct: \$2,204.53 Indirect at 10%: \$220.45

Following positions are funded with State of NH Contract monies;

1. Sheryl Russell, MA, is the Quality Program Assistant who provides patient support and outreach for the BCCP and Colorectal programs. She acts as the Community Health Worker that outreaches and educates patients regarding breast, cervical, and colorectal cancer screenings and best practices. This position is budgeted at 5% of her annual salary for 6 months which is \$2,204.53. **The Share portion of Budget is also at 5% of salary = \$2,204.53.** Indirect Costs are at 10% of direct salary.

Budget Line Item #2: Employee Benefit Costs: Direct: \$551.13 Indirect at 10%: \$55.11

Following benefits are paid by the employer, which amounts to a 25% charge on salary costs.

FICA/Medicare at 7.65%
Medical Insurance (health center contrib) at 11.82%
Dental Insurance (health center contrib) at 1.09%
403B Plan (health center contribution) at 4.00%
Short-Term Disability (health center contrib) at 0.25%
Group Term Life Insurance (health center contrib) at 0.19%

Share portion of fringe benefit budget is calculated at 25% of salary (\$2,202.53 X 25% = \$551.13), the indirect portion of share is at 10% of benefit amount.

Budget Line Item #9: Software Direct Program Cost: \$1,104.34 Indirect at 10%: \$110.43

This line item will be spent on adjustments to our Electronic Health Records (EHR) software to allow electronic reporting and statistical analysis to be performed on the BCCP program. HealthFirst will work with our EHR support organization, Community Health Access Network (CHAN), to develop these data gathering changes to the software reporting module.

Budget Line Item #13: Other Costs – BCCP Client Services Direct: \$1,140.00 Indirect: \$114.00

This line item expenses will cover costs associated with assisting & coordinating qualifying BCCP patients to receive cancer screening care. This amount is billed on a per client basis in a monthly report to the State of NH with identifying information and dates of service for patient.

HealthFirst Family Care Center, Inc.

Program: Breast & Cervical Cancer Program (BCCP) Services

Budget Narrative: 12 month Budget – July 1, 2018 to June 30, 2019

Total Program Budget: \$17,244.38, **State of NH Funding: \$11,000.00**, HealthFirst Match: \$6,244.39

Budget Line Item #1: Total Salary & Wages: Direct: \$4,541.37 Indirect at 10%: \$454.14

Following positions are funded with State of NH Contract monies;

1. Sheryl Russell is the Quality Program Assistant who provides patient support and outreach for the BCCP and Colorectal programs. She acts as the Community Health Worker that outreaches and educates patients regarding breast, cervical, and colorectal cancer screenings and best practices. This position is budgeted at 10% of time for 12 months which is \$4,541.37. **Share portion of Budget is also at 10% of salary = \$4,541.37 with indirect calculated at 10%.**

Budget Line Item #2: Employee Benefit Costs: Direct: \$1,135.34 Indirect: \$113.53

Following benefits are paid by the employer, which amounts to a 25% charge on salary costs.

FICA/Medicare at 7.65%
Medical Insurance (health center contrib) at 11.82%
Dental Insurance (health center contrib) at 1.09%
403B Plan (health center contribution) at 4.00%
Short-Term Disability (health center contrib) at 0.25%
Group Term Life Insurance (health center contrib) at 0.19%

Share portion of budget is 25% of salary \$4,541.37 X 25% = \$1,135.34)

Budget Line Item #9: Software Direct Program Cost: \$2,043.28 Indirect at 10%: \$204.33

This line item will be spent on completion and further adjustments to our Electronic Health Records (EHR) software to allow electronic reporting and statistical analysis to be performed on the BCCP program. HealthFirst will work with our EHR support organization, Community Health Access Network (CHAN), to develop these data gathering changes to the software reporting module.

Budget Line Item #13: Other Costs – BCCP Client Services Direct: \$2,280.00 Indirect: \$228.00

This line item expenses will cover costs associated with assisting & coordinating qualifying BCCP patients to receive cancer screening care. This amount is billed on a per client basis in a monthly report to the State of NH with identifying information and dates of service for patient.

**HEALTH FIRST FAMILY CARE CENTER, INC.
Board of Directors Listing**

Last	First	Title	Classification	Residential Address	Mailing Address	City	State	Zip	Tel One
Burns	Scott	Director	Community Representative						
Cimncone	Elizabeth	prospective member	Client Representative						
Davis	Robert	prospective member	Client Representative						
Donovan	Kevin	Director	Agency Representative						
Gagnon	Sarah	Director	Agency Representative						
Lennon	Michelle	Director	Community Representative						
Merriman	Christine	Director	Agency Representative						
Normandin	Barbara	Executive Director	Agency Representative						
Purslow	William	Secretary/Treasurer	Community Representative						
St. Jacques, Sr.	Robert	Director	Client Representative						
Stanley	Michael	Vice Chair	Client Representative						
Wells	James	Chair	Client Representative						
Wnuk	Susan	Director	Agency Representative						

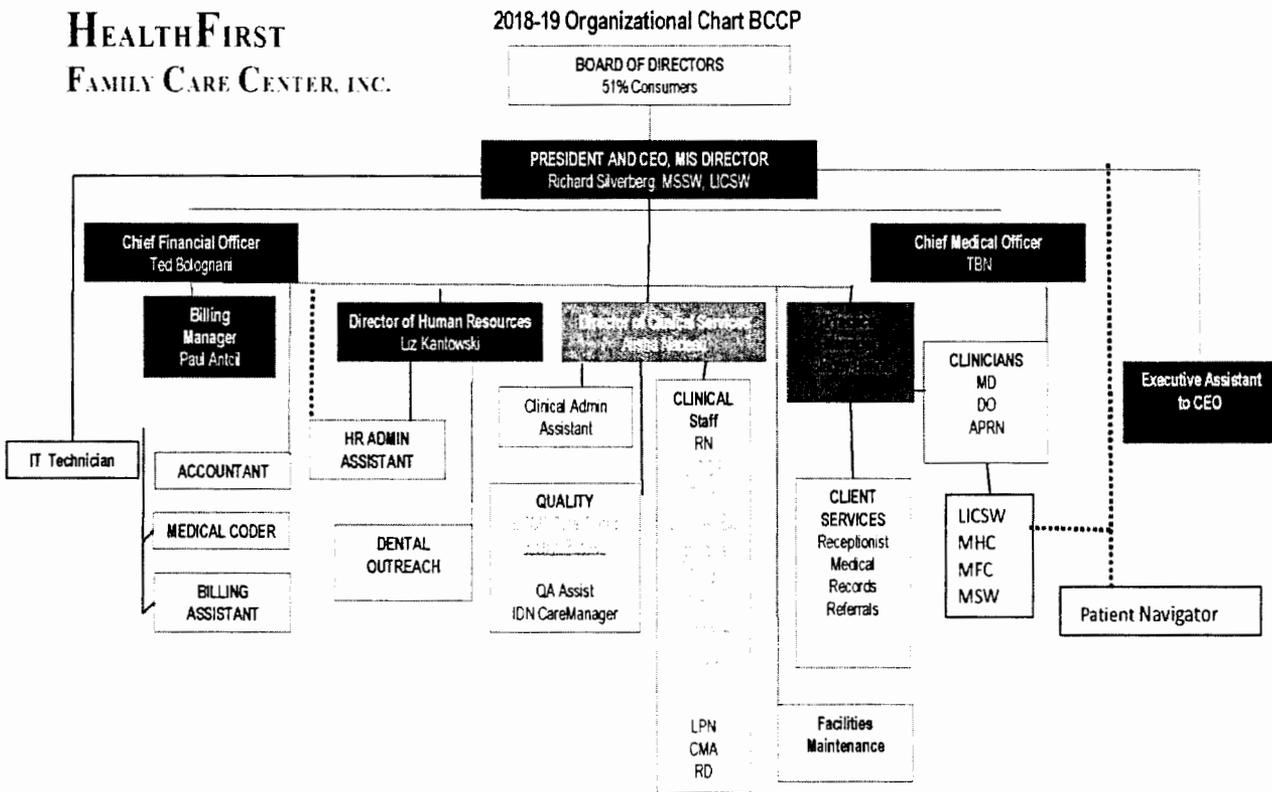
Additional new BOD Member to be named

HEALTHFIRST FAMILY CARE CENTER inc.

7.2.2.7. Staffing and Resumes

Each Bidder shall submit an organizational chart and a staffing plan for the program. For persons currently on staff with the Bidder, the Bidder shall provide names, title, qualifications and resumes. For staff to be hired, the Bidder shall describe the hiring process and the qualifications for the position and the job description. The State reserves the right to accept or reject dedicated staff individuals.

ORGANIZATIONAL CHART:



Version 16 8/19/17

BCCP in GREEN

Key: Management Team indicated by dark blue boxes

Richard D. Silverberg MSSW, LICSW

EXPERIENCE

- 1995-Present HealthFirst Family Care Center/Caring Community Network of the Twin Rivers, Franklin, NH
President and CEO, HealthFirst Family Care Center (FQHC)
Managing Director, Caring Community Network of the Twin Rivers
- 1994-Present Synergy Works Consulting
Principal
- 1979-1994
(1987-1994) Central New Hampshire Community Mental Health, Concord, NH
Vice-President, Planning, Program Development and Community Support
(1979-1987) **Director, Community Housing, Consultation and Education, EAPs**
- 1978-1979 Consortium for Youth of South Central Connecticut, New Haven, CT
Community Systems Developer
- 1975-1978 Human Services and Resources Center, West Haven, CT
Community Based Social Worker
- 1979-Present Appalachian Mountain Club
Director, Winter/Spring Mountain Safety Leadership Schools for New Hampshire Chapter

TEACHING EXPERIENCE

- 1994-2007 University of New Hampshire, Graduate School of Social Work
Instructor, Social Welfare Policy, Community Organization, and SW Management
- 1994-Present University of New Hampshire, Graduate School of Social Work
Field Instructor
- 1977-1993 University of Connecticut, University of New England, Plymouth State College, Boston University
Field Supervisor and Guest Lecturer to graduate social work students

EDUCATION

BS, 1974, Major Biology and Social Work, University of Wisconsin, Madison
MSSW, 1975, Master of Science and Social Work, University of Wisconsin, Madison

MEMBERSHIPS/CERTIFICATIONS

National Association of Social Workers (NASW), Certified since 1978, LICSW, 1993
Appalachian Mountain Club, New Hampshire Chapter

COMMUNITY BOARDS

- 2015-Present Community Health Services Network (Integrated Delivery Network Region 5), Treasurer
1995-Present Caring Community Network of the Twin Rivers
1997-Present Community Health Access Network (CHAN), Chair of Board
1999-Present Bi-State Primary Care Association
2002-Present Winnepesaukee River Trails Association, Chair of Board
2013-Present Winnepesaukee Public Health Council, Chair of Board
2009-Present New Hampshire Children in Nature Coalition, Chair of Board

Richard D. Silverberg MSSW, LICSW

SKILLS

MANAGEMENT AND ADMINISTRATION

- Directed integrated health and human services, public health network
- Served as President and Chief Executive Officer of a start-up Federally-Qualified Health Center (FQHC)
- Managed nine departments with a combined staff of 75 and budget of \$5 million
- Administered direct service programs for adults and children
- Directed consultation, education and Employee Assistance Programs
- Led major program reorganization and systems change efforts
- Wrote proposals and administered grant funded programs
- Recruited, trained and supervised diverse professional staff, students and volunteers
- Prepared budgets and administered financial/service contract compliance for positive bottom line
- Worked with diverse funding, Medicaid, Medicare, HMO, self-pay, and capitated contracts, cost-based

PROGRAM PLANNING AND DEVELOPMENT

- Established interdisciplinary teams of professionals to provide comprehensive services
- Conducted all-inclusive, citizen participatory regional planning processes
- Designed and administered community consultation, education and training programs
- Worked with community groups, schools, agencies, businesses and industries to assess needs and develop contracts for consultation and training services
- Designed and developed community housing continuum (150 beds)
- Created primary healthcare and prevention programs in the community
- Developed and marketed Managed Care and Employee Assistance Programs
- Organized multi-agency consortia and affiliate networks to streamline service delivery

DIRECT SERVICE

- Initiated group services which utilized adaptive Outward Bound adventure challenge techniques
- Delivered direct community needs assessment, education, consultation and training
- Carried caseload for individual, family and group treatment, and provided crises intervention services
- Planned and instituted conferences and community prevention programs

TECHNICAL SKILLS

- Facilitated planning and all aspects of site selection and design considerations for specified clinical usage
- Drafted and reviewed proposals and bid packages, and negotiated contracts for construction
- Demonstrated knowledge of building, life, safety, licensing and Joint Commission on the Accreditation of Healthcare Organizations (JCAHO) requirements
- Managed fixed assets including buildings, vehicles and computers
- Operated computer systems with expertise including Windows, Macintosh, networks, spreadsheets, relational databases and websites
- Designed and developed networked computerized clinical database systems Electronic Health Record (HER)

OTHER

Married with two grown children, hiker, camper, canoer, cross-country skier, snowshoer, woodworker, home builder, volunteer stage settings designer and builder with local theatre groups, outdoor leadership instructor

SUMMARY

Forty two years of management and direct experience with agencies, organizations, businesses, community systems, networks, groups and individuals. Outstanding skills in community systems analysis, program planning and new start-ups linking innovative human and technological solutions

NH Public Health Laboratories

Concord, NH

Laboratory Scientist III, Molecular Diagnostics Unit

April 2008 – January 2014

- Performed daily complex molecular testing on human, animal and environmental specimens
- Interpreted and reported the results to healthcare and public health professionals
- Performed Pulsed Field Gel Electrophoresis to identify and track foodborne outbreaks of infectious organisms
- Experience in DNA and RNA purification, gel electrophoresis, PCR, spectrophotometer, and sequencing
- Researched and investigated scientific methodologies to advance and expand existing laboratory methods
- Developed, validated, and implemented new standard operating procedures
- Experience with grant preparation and progress reports, budget construction and management
- Trained personnel on laboratory procedures and analytical techniques
- Oversaw inventory of supplies, reagents, and instruments
- Member of the Quality Assurance & Quality Control Committee and Safety Committee

Rite Aid Pharmacy

Manchester, NH

Pharmacy Technician

February 2009 – October 2012

- Provided a safe and clean pharmacy by complying with procedures, rules, and regulations
- Maintained records by recording and filing physicians' orders and prescriptions
- Protected patients and employees by adhering to infection-control policies and protocols
- Oversaw inventory of pharmacy medications, supplies, and reagents
- Provided quality customer service to patients and other healthcare providers
- Expanded knowledge and understanding of medication risks and benefits

Repromedix

Woburn, MA

Senior Medical Laboratory Technologist

March 2005 – March 2008

- Performed daily intricate molecular testing on plasma, serum, semen, and blood for infertility determination
- Experience in DNA purification, gel electrophoresis, PCR, spectrophotometer, and the Luminex 100
- Researched, developed, validated, and implemented new scientific procedures to expand clinical testing capabilities
- Performed quality control analysis on outgoing test results
- Evaluated and reported experimental analysis and outcomes to regulating agencies
- Supervised various tests and problem solved their deviations
- Trained new employees on laboratory procedures and analytical techniques
- Managed 10 laboratory technologists during the absence of the Laboratory Supervisor

PROFESSIONAL ORGANIZATIONS

- Member, American Nurses Association March 2015 – Present
- Member, Sigma Theta Tau Honorary Society of Nursing March 2015 – Present
- Member, Alpha Epsilon Delta Honorary Society March 2003 – Present
- Member, Sigma Sigma Sigma Sorority April 2001 – Present

PUBLICATIONS

- Cavallo, S.J., Daly, E.R., Seiferth, J., Nadeau, A.M., Mahoney, J., Finnigan, J., Wikoff, P. (2015). Human Outbreak of *Salmonella* Typhimurium Associated with Exposure to Locally-made Chicken Jerky Pet Treats, New Hampshire, 2013. *Foodborne Pathogens and Disease*, 12(5).
- Daly, E.R., Smith, C.M., Wikoff, P., Seiferth, J., Finnigan, J., Nadeau, A.M., Welch, J.J. (2010). *Salmonella* Enteritidis Infections Associated with a Contaminated Immersion Blender, New Hampshire, 2009. *Foodborne Pathogens and Disease*, 7(9), 1083-1088.

Alisha M. Nadeau

EDUCATION

UNIVERSITY OF NEW HAMPSHIRE
MS in Nursing, Concentration in Clinical Nurse Leadership

Durham, NH
August 2015

THE PENNSYLVANIA STATE UNIVERSITY
BS in Biology

University Park, PA
December 2004

LICENSURE & CERTIFICATIONS

- RN Licensure, New Hampshire Expires November 2018
- Clinical Nurse Leader Certification Expires November 2020
- Basic Life Support for Healthcare Providers, AHA Expires March 2018

PROFESSIONAL EXPERIENCE

HealthFirst Family Care Center
Director of Clinical Services

Franklin, NH
May 2017 - Present

- Assume overall operational responsibility for Clinical and Quality Departments
- Supervise, train, and evaluate staff in the Clinical and Quality Departments
- In conjunction with the CMO and CEO, develop strategies and best practices for quality improvement in support of strategic goals, clinical operations, and clinical programs
- Facilitate the implementation of new programs and procedures resulting from grants and/or changes to federal and state requirements
- Oversee the development and maintenance of written policies and procedures to guide daily operations of the Clinical and Quality Departments and maintain efficient patient flow
- Facilitate in creating and maintaining care management systems to identify and track patients requiring chronic disease care management and high utilizers of healthcare systems
- Manage training of staff regarding any changes in policies and procedures resulting from QI initiatives
- Support QI initiatives related to clinical indicators, productivity, patient satisfaction, and customer service based on data trends and identified opportunities
- Oversee insurance carrier incentive programs and aim to increase incentive payments
- Research and implement evidence-based practices in collaboration with clinical staff
- Ensures licensed staff work within their scope of practice
- Provide training and expertise of Centricity EMR documentation
- Submit quarterly and annual performance measures to Board of Directors, state and federal agencies

HealthFirst Family Care Center
Clinical Quality Assurance Manager

Franklin, NH
July 2015 – May 2017

- Responsible for overall quality assurance and quality improvement program
- Plan and implement chronic care activities
- Develop and implement Electronic Patient Registries
- Improve client self-management goals
- Facilitate project planning and implementation
- Gather and analyze quality assurance data
- Develop quality measures
- Help agency achieve NCOA, PCMH, and Meaningful Use certifications
- Provide consultation and technical assistance to staff
- Train personnel

- Collect co-payments and enter money into accounts, daily balancing of funds collected, prepare bank deposits.
- Assist patients with financial counseling process when appropriate.
- Create, maintain, and entered patient demographics and insurance information into databases.
- Set up and manage paper or electronic filing systems, recording information, updating paperwork or maintaining documents, such as patient progress notes, correspondence, or other material.
- Operate office equipment, such as fax machines, copiers and phones systems.
- Greet visitors or callers and handle their inquiries or direct them to the appropriate person for assistance.
- Maintain physician's schedules.
- Schedule and confirm appointments for patients.
- Make copies of correspondence or other printed material.
- Maintain patient health record information according to office policy.
- Prepare patients for their appointment with the physician, such as, collect chief complaint, change attire, apply modalities as appropriate.
- Provided patient education material as directed by the physician.
- Other duties as assigned.

EDUCATION

Associates of Applied Science: Business Management

June 1991

Lakes Region Community College - Laconia, NH

- Recruit, hire and onboard new administrative staff as needed.
- Ensure customer service standards are met and address customer complaints promptly.
- Attend monthly management team meetings.
-

Practice Manager

Jan. 1994 - Oct. 2017

Concord Orthopaedics

Concord, NH

- Perform payroll functions, such as maintaining timekeeping information and processing and submitting payroll.
- Recruit, hire and onboard staff for clinical, patient services, radiology and leadership positions.
- Project Manager for the Patient Experience Committee, includes marketing efforts for new services lines.
- Use various computer applications, such as Microsoft programs, PowerPoint, Word & Excel, electronic health records and practice management software.
- Set up and manage paper and electronic filing systems, updating paperwork, or maintaining documents, such as credentialing, business associate agreements and other correspondences.
- Operate office equipment, such as fax machines, copiers and phone systems and arrange for repairs and upgrades as needed.
- Maintain and oversee schedules for 39 Providers. Ensuring patients have appropriate access to care.
- Responsible for efficient and cost effective planning of all patient care, clinical and radiology staff.
- Coordinate and facilitate team meetings, and special events, such as "luncheon learns".
- Compose, type and distribute meeting notes, routine correspondence, reports, such as presentations, statistical or monthly reports.
- Review work to ensure quality material is in place and that company policies are followed.
- Manage projects as determined by the Practice Administrator or CEO.
- Work with Leadership to develop training and onboarding tools to assist staff with meeting performance expectations.
- Oversee and ensure corporate compliance with Meaningful Use and Clinical Quality Compliance programs.

Chiropractic Assistant

June 1991- Dec 1994

Interlakes Chiropractic Center

Meredith, NH

- Answer telephones and give information to callers, take messages, or transfer calls to appropriate individuals.

STACEY BENOIT

PROFESSIONAL SUMMARY

Dedicated Practice Manager for 24 years combining experience in management and patient service experience in the healthcare setting. I am driven by providing exceptional service to patients and their families.

SKILLS

- Active Listening
- Judgement and Decision Making
- Social Perceptiveness
- Critical Thinking
- Service Orientation
- Learning Strategies
- Financial Management
- Coordination
- Troubleshooting
- Communication
- Project Management

EXPERIENCE

Practice Manager

Oct. 2017- current

HealthFirst Family Care Center

- Coordinate and facilitate team and provider meetings, and special events.
- Compose, type and distribute meeting notes, routine correspondence, reports, such as presentations, statistical or monthly reports.
- Review work to ensure quality material and information is in place and that company policies are followed.
- Manage projects as determined by the CEO.
- Develop training and onboarding tools to assist staff with meeting performance expectations.
- Maintain provider schedules and ensure productivity goals are met. Discuss issues or ideas with CEO.

Elizabeth Kantowski



Health First Family Care Center

March 2002 – Present - Administrative Services/Human Resources Manager

Staff recruitment; benefit enrollment; advise staff on personnel issues; physician credentialing; prepare supporting grant application and report documents; administer the School Based Oral Health Program; coordinate administrative support to executive director and staff of two non-profit organizations; attend Board of Director meetings and record minutes; supervision of one staff member.

MacNeill Worldwide, Inc., ISO 9001 – October 1996 to November 2001

Human Resources Manager

Responsible for staffing recruitment and selection; advising staff of human resource policies and state and federal employment laws; creating and conducting new staff orientation; conducting and arranging staff training; managing department budget; monthly staffing reports; payroll and benefit programs; worker compensation; conflict resolution; safety committee member; staff morale programs; supervision of one staff member.

Nickerson Assembly – September 1994 to August 1996

Human Resources Manager/Administrative Assistant to President

Staffing recruitment and selection; payroll preparation; ISO implementation team; benefits administration, safety committee chair; newsletter editor; administered and interpreted the Benzinger Thinking Styles Assessment, supervision of one staff member.

Sunny Knoll Retirement Home – May 1993 to February 1994

Office Manager

Responsible for accounts payable, receivable and payroll; Home administrator on a rotating basis for off hours and weekends.

HomeBank – December 1991 to May 1993

Administrative Assistant to Assets Manager – Bank closed by RTC

Catholic Medical Center – September 1991 to December 1991

Per Diem Human Resources Assistant

Education/Training/Membership

- Notre Dame College – 128 credits
- Human Resources Internship – Catholic Medical Center
- Dynamic Leadership – Effective Personal Productivity
- Dale Carnegie – Public Speaking and Human Relations
- Society for Human Resources Management
- Certified Human Resource Professional, 2000-2004

References will be provided upon request

SHERYL RUSSELL

WORK EXPERIENCE

HEALTHFIRST FAMILY CARE CENTER, FRANKLIN, NH

Quality Assurance Assistant/ BCCP Coordinator, Dec 2007 – Present

- Work closely with clinical staff in the agency to assist in the continuation of coordinated chronic disease care management and clinical quality assurance programs for all clients of Health First Family Care Center to help improve patient-centered care and outcomes.
- Assist in assuring that the team members are planning and implementing chronic care activities in a coordinated fashion according to best practices from national and local programs to help improve client self-management goals.
- Assist the agency with achieving and maintaining NCQA, Medical Home and Meaningful Use certifications through data collection and follow-up.
- BCCP: Navigating women without insurance, under insured, or have high deductibles for Breast and Cervical cancer screenings, diagnostics and treatment.
- Provide support to Insured and uninsured Men and Women age 50 + for colorectal screenings
- Community Health Worker: Managing insured women ages 21-74 for breast and cervical cancer screenings.
- Navigate patients through barriers that prevent them from following through with screening's.
- Contact and schedule patient's for screenings.

Men's and Children's Clothing Buyer, Mar 1990 – Aug 2002

- Attend fashion shows to gather information about fashion trends and consumer preferences.
- Maintain records of business transactions and product inventories, reporting data to companies or government agencies as necessary.
- Interview and hire staff, and oversee staff training.
- Maintain records of goods ordered and received.
- Develop and implement purchasing and contract management instructions, policies, and procedures.
- Resolve vendor or contractor grievances, and claims against suppliers.
- Resolve customer complaints regarding sales and service.
- Opening and closing of store
- Complete management of finances for managed departments

Bar Restaurant Manager, Nov 1983 – Sep 1989

- Greet patrons
- Train staff members.
- Observe and monitor staff performance to ensure efficient operations and adherence to facility's policies and procedures.
- Interview and hire applicants.
- Prepare required paperwork pertaining to Restaurant functions.
- Assign duties to workers, and schedule shifts.
- Purchase supplies, and arrange for outside services, such as deliveries, laundry, maintenance and repair, and trash collection.
- Answer inquiries pertaining to policies and services, and resolve complaints.
- Inspect public areas, and grounds for cleanliness and appearance.

EDUCATION

SOUTHERN NH UNIVERSITY, MANCHESTER, NH

Business Administration w concentration in Healthcare Management Candidate, Expected graduation, Jan 2019

HESSER, CONOCRD, NH

Medical Assistant, Dec 2005

MERRIMACK VALLEY HIGH SCHOOL, PENACOOK, NH

ADDITIONAL SKILLS

- BLS and AED certified, EMT, Proficient in Centricity, Microsoft 365

- Attended Discharge Planning Meetings
- Processed P/T and O/T consults ordered by the physician
- Updated patient charts with information given by the P/T or O/T

2005-2006 Manpower Staffing Agency Concord NH

Hot Food Server, Concord Hospital

- Setting up and serving hot meals to visitors and employees of Concord Hospital
- Responsible for maintaining a clean and safe work area at all times
- Setting up salad bar, making desserts, cutting up veggies and fruits, and displaying attractively
- Providing a positive and friendly experience for visitors and employees

Education

2012 American Red Cross, Concord NH

Licensure: Licensed Nursing Assistant

2003 Hesser College, Concord NH

Diploma: Medical Assisting

Karen Dion

Profile: Knowledgeable Licensed Nursing Assistant/Medical Assistant with more than 9 years in the healthcare field looking to be involved closer to my community.

Skills Summary:

Self Motivated

Creative Thinker

Exceptional Math Skills

Proficient Multi-tasker

Great Problem Solving Skills

Experience:

2012-2014 Concord Hospital Concord, NH

Licensed Nursing Assistant, 4 East Medical/ Oncology Unit

- Caring for and assisting patients' with their personal care while encouraging their independence
- Obtaining and charting vital signs, blood glucose tests, EKGs, as well as specimen collection
- Reporting to my RN any changes in appearance, behavior, or abnormal vital signs
- Maintaining the highest respect for patients' privacy
- Member of the Unit Practice Council, finding ways to keep our practices safe and efficient while putting the care and comfort of our patients' and their families first

2006-2012 Concord Hospital Concord, NH

Ambassador, Food and Nutrition Services

- Acting as a liaison between nutrition and clinical aspects of patient care
- Assessing patient need such as providing assistance making decisions pertaining to the diet ordered by the physician
- Responding to needs of patients regularly throughout the day, while maintaining workflow between and during meal times
- Notifying nursing and/or dietician of any noticeable changes in patient behavior or major changes in appetite

2007-2010 Concord Hospital Concord, NH

Rehab Aide, Inpatient Rehab Services

- Assisted P/T and O/T when needed to walk or transfer a patient
- Offered assistance doing ADL exercises
- Provided patients with assistive devices when ordered by P/T or O/T

Diane Amero, LPN

Education

1982 – Diploma Practical Nursing, NHVTC – Berlin

1978 – Diploma Berlin Senior High School – Berlin

Honors

1981-1982 – Dean's List for three (3) consecutive semesters while attending NHVTC – Berlin

Employment

2002 – Present Health First Family Care Center, Franklin, NH
Work with family practice physician. Set-up exam rooms, organize flow of patients, clean exam room and instruments. Maintain clinical tracking for client services, including follow-up, acute care, chronic disease, preventative care. Assist the medical provider with procedures and services as a chaperone. Obtain and record client information in electronic medical records, obtain and assess client medical history, perform on site lab work and phlebotomy for off-site laboratory work as well as blood pressures, weights and other routine procedures. Replenish supplies and order

1996 – 2002 Coos County Family Health Services, Berlin, NH

1992 – 1996 Coos County Nursing Home, Berlin, NH

1986 – 1992 Gorham Medical Center, Gorham, NH

KEY ADMINISTRATIVE PERSONNEL

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

Agency Name: Health First Family Care Center

Budget Request for: Breast & Cervical Cancer Program (BCCP) Services

Name of Bureau/Section: BPHCS, Maternal and Child Health Section

BUDGET PERIOD:	SFY 2018	1/1/18 - 6/30/18	6 Months of Salary
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Richard Silverberg, Executive Director	\$146,515	0.00%	\$0.00
Medical Director	\$220,000	0.00%	\$0.00
Stacy Benoit, Practice Manager	\$80,371	0.00%	\$0.00
Elizabeth Kantowski, HR Manager	\$85,342	0.00%	\$0.00
Alisha Nadeau, Quality Improvement Manager	\$85,482	0.00%	\$0.00
Diane Amero, Quality Nurse	\$53,560	0.00%	\$0.00
Sheryl Russell, Quality Coordinator	\$44,091	5.00%	\$2,204.53
Karen Dion, Quality MA	\$34,064	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$2,204.53

BUDGET PERIOD:	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$0.00

Key Administrative Personnel are top-level agency leadership (President, Executive Director, CEO, CFO, etc), and individuals directly involved in operating and managing the program (project director, program manager, etc.). These personnel **MUST** be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from agreement.

Subject: NH Breast and Cervical Cancer Screening Program Community and Clinical Cancer

Screening Improvement Project (RFP-2018-DPHS-21-BREAS)

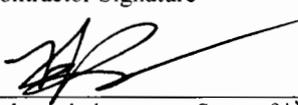
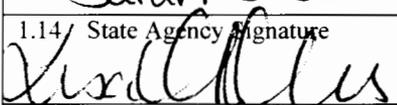
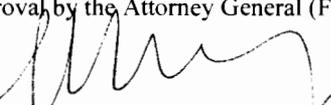
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

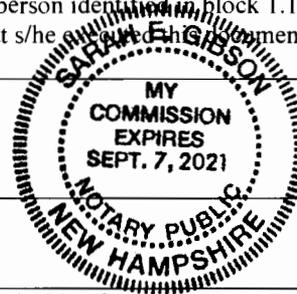
AGREEMENT

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 Manchester Community Health Center		1.4 Contractor Address 145 Hollis Street, Manchester, NH 03101	
1.5 Contractor Phone Number 603-935-5210	1.6 Account Number 05-095-090-902010-56590000-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$44,504.00
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kris McCracken, President/CEO	
1.13 Acknowledgement: State of New Hampshire County of Hillsborough On <u>February 6, 2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed the instrument in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Sarah Gibson, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory LISHA MORRIS, DIRECTOR DPHS	
Date: <u>3/16/18</u>			
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: <u>4/3/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Contractor Initials

Date

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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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Contractor Initials
Date



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall adhere to the policies outlined in the New Hampshire Breast and Cervical Cancer Program (BCCP) Policy and Procedure Manual; which can be found at <https://www.dhhs.nh.gov/dphs/cdpc/documents/bccp-policy-procedure-manual.pdf>

2. Scope of Work

- 2.1. The Contractor shall provide outreach and educational services focused on improving cancer screening rates, with a priority to serve women within the Contractor's service area who are:
 - 2.1.1. Uninsured and/or underinsured.
 - 2.1.2. Between the ages of 21 and 64 years.
 - 2.1.3. Living at, or below, 250% of the Federal Poverty Level.
- 2.2. The Contractor shall employ a clinical staff person (Registered Nurse (RN) Advanced Practice Registered Nurse (APRN) or Medical Doctor (MD) who shall support a Community Health Worker (CHW) to conduct outreach and educational services as well patient navigation for women who have not recently received breast and cervical screenings.
- 2.3. The Contractor shall ensure screening services education and outreach inform and educate the population regarding availability and benefits of receiving:
 - 2.3.1. Clinical pelvic examinations.
 - 2.3.2. Clinical breast examinations.
 - 2.3.3. Papanicolaou (Pap) tests.
 - 2.3.4. Mammograms.
- 2.4. The Contractor shall develop a health system Evidence-Based Intervention (EBI) implementation plan for the health system(s) to be utilized to improve cancer screening rates. (See Exhibit A-1 "State of New Hampshire NBCCEDP



Exhibit A

Health System EBI Implementation Plan, Exhibit A-2 “Clinical & Community Strategies to Improve Breast Cancer Screening and Exhibit A-3 “Clinical & Community Strategies to Improve Cervical Cancer Screening”) The Contractor shall ensure the EBI plan includes, but is not limited to:

- 2.4.1. The date of health system EBI implementation plan;
 - 2.4.2. The Health System name and point of contact;
 - 2.4.3. Implementation time period and # of clinics;
 - 2.4.4. Description of EBI planned including, but not limited to:
 - 2.4.4.1. Environmental Approaches.
 - 2.4.4.2. Community Clinical Linkages.
 - 2.4.4.3. Health System Interventions.
 - 2.4.5. An evaluation plan to capture EBI activity outcomes, number of clients served and barriers identified to accessing breast and cervical cancer screening;
 - 2.4.6. A management plan, including planned program monitoring, staffing and sustainability efforts;
 - 2.4.7. Site breast and cervical cancer screening rates for all patients who meet the screening criteria; and
 - 2.4.8. A baseline assessment of clinic and patient barriers to breast and cervical cancer screening.
- 2.5. The Contractor shall provide navigation services that focus on assessing and addressing barriers to accessing cancer screening, follow-up diagnostics and/or treatment. The Contractor shall ensure navigation services are provided by a Registered Nurse (RN) and include, but are not limited to:
- 2.5.1. How to assess barriers to screening;
 - 2.5.2. How to address barriers to screening;
 - 2.5.3. How notification of screening results is provided .;
 - 2.5.4. How notification of abnormal screening results is provided.
 - 2.5.5. How to complete diagnostic workups
 - 2.5.6. How to initiate treatment for patients who receive a diagnosis of cancer.

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Exhibit A

2.6. The Contractor shall obtain screening and, if applicable, diagnostic and treatment data as stated in Section 2.4 and enter into Breast & Cervical, Cancer Program's (BCCP) web-based data collection system – Med-IT.

3. Staffing

3.1. The Contractor shall ensure staff includes, but is not limited to:

3.1.1. A clinical staff person (RN, APRN, MD).

3.1.2. A Community Health Worker (CHW)

3.1.3. A Registered Nurse (RN).

3.2. The Contractor shall communicate changes in staff to The Department within ten (10) days, to include sending the Department;

3.2.1. Resumes for added staff members

3.2.2. Copies of required licenses for added staff members

4. Reporting

4.1. The Contractor shall provide screening rate information to the Department, that includes, but is not limited to:

4.1.1. Individual-level data on barriers to screening, as well as strategies used to address barrier(s).

4.1.2. Population based facility-wide breast and cervical cancer screening rates; and

4.1.3. Quarterly updated facility-wide breast and cervical cancer screening rates.

4.2. The Contractor shall develop a data submission process within thirty (30) days of contract approval, upon Department approval.

4.3. The Contractor shall provide a monthly EBI reports, no later than the tenth (10th) day of each month to the Department, which shall include, but are not limited to:

4.3.1. A report that captures all outreach and EBI activities implemented to increase cancer screening rates.

4.3.2. A report that defines the number of clients reached and identifies barriers to screening. The Contractor shall ensure the report includes but is not limited to:

4.3.2.1. All outreach activities implemented to increase cancer screening rates.

4.3.2.2. The number of clients served.

4.3.2.3. The number of clients screened.

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Exhibit A

- 4.3.2.4. The outcomes and barriers to screening.
- 4.3.3. Monthly reports shall be provided using the Health System EBI Implementation Plan template and shall, at a minimum, include;
 - 4.3.3.1. Date of health system EBI implementation plan;
 - 4.3.3.2. Health System name and point of contact;
 - 4.3.3.3. Implementation time period and number of clinics;
 - 4.3.3.4. Description of EBI planned including, but not limited to Environmental Approaches, Community Clinical Linkages and Health System Interventions (please see Exhibit B for description);
 - 4.3.3.5. Evaluation plan to capture EBI activity outcomes, number of clients served and barriers identified to accessing breast and cervical cancer screening;
 - 4.3.3.6. Management plan, including planned program monitoring, staffing and sustainability efforts;
 - 4.3.3.7. Site breast and cervical cancer screening rates for all patients who meet the screening criteria. A baseline of screening rates shall be provided within thirty (30) days of contract implementation. Final screening rates shall be provided within thirty (30) days from contract end date; and
 - 4.3.3.8. A baseline assessment of clinic and patient barriers to breast and cervical cancer screening.
- 4.4. Annual Reports – The Contractor shall provide an annual EBI report to the Department by July 30th of each, which shall include, but is not limited to:
 - 4.4.1. All outreach activities implemented to increase cancer screening rates
 - 4.4.2. The number of clients served.
 - 4.4.3. The number of clients screened.
 - 4.4.4. The outcomes and barriers to screening.
 - 4.4.5. Demonstrated Community Clinical Linkages gained by facilitating partnerships between the community and health care providers to connect priority populations to clinical services.
 - 4.4.6. How the Contractor identified priority populations for screening including low income women and other vulnerable populations.

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Exhibit A

5. Performance Measures

- 5.1. The Contractor shall ensure that following performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement:
 - 5.1.1. The Contractor shall ensure 100% Monthly and Annual reporting is provided, as per Section 2., Reporting
 - 5.1.2. The Contractor shall ensure 100% of Deliverables are met and/or provided, as per Section 6., Deliverables
- 5.2. Annually, the Contractor shall develop and submit to the DHHS, a corrective action plan for any performance measure that was not achieved.

6. Deliverables

- 6.1. The Contractor shall submit defined operational processes and procedures for reporting and clinical performance measures, baselines and targets, to The Department within thirty (30) days of the effective date of contract.
- 6.2. The Contractor shall provide the EBI implementation plan described in Section 2.4 to the Department no later than 30 days after the Contract effective date.
- 6.3. The Contractor shall provide a baseline of screening rates, as described in Section 2.4.7, to the Department within thirty (30) days of the contract effective date.
- 6.4. The Contractor shall provide final screening rates to the Department no later than thirty (30) days prior to the contract completion date specified in Form P-37 General Provisions, Block 1.7, Completion Date.

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RFP-2018-DPHS-21-BREAS
EXHIBIT A-1

**STATE OF NEW HAMPSHIRE
NBCCEDP HEALTH SYSTEM EBI IMPLEMENTATION PLAN**

[DATE]

Health System Name		Implementation Period	
Health System Point of Contact		# of Clinics Participating in NBCCEDP Implementation	

I. HEALTH SYSTEM ASSESSMENT

Health System Assessment Approach

Briefly describe the assessment approach used to define the current environment within the health system and needed interventions. (e.g.,

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interviews with key staff, review of clinic and health system data)

Current Health System Environment

Briefly describe the current health system environment, internal/external (e.g., number of primary care clinic sites, existing B&C screening policy and procedures, current screening processes, workflow approach, data documentation, B&C policy mandates from state or federal agencies,

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political climate, and organizational culture)

Description of Intervention Needs and Interventions Selected

Briefly describe the health system processes and practices that require intervention throughout the health system in order to increase breast and

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cervical cancer screening. Describe how selected interventions will be implemented in participating clinics. Note if there are differences by clinic.

Manchester Community Health Center

Exhibit A-1

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RFP-2018-DPHS-21-BREAS

Page 1 of 4

Date 06/18

**RFP-2018-DPHS-21-BREAS
EXHIBIT A-1**

3.
4.
5.
6.

III. PLANS FOR PARTNER COMMUNICATIONS, MANAGEMENT, AND MONITORING

Communications with Health System Partner

Briefly describe how you will maintain communications with the health system partner regarding implementation activities, monitoring, and

evaluation.

Implementation Support

Briefly describe how you will provide on-going technical support to this health system partner to support implementation success. Include details

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about who will provide support and frequency of support.

Collection of Clinic Baseline and Annual Data

Briefly describe how you will collaborate with this health system to collect clinic baseline breast and cervical cancer screening rates and annual

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data to complete CDC-required clinic data forms.

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**RFP-2018-DPHS-21-BREAS
EXHIBIT A-1**

Revising the Health System EBI Implementation Plan

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Briefly describe how you will use feedback and monitoring and evaluation data to review and revise this Health System EBI Implementation Plan.

Retention and Sustainability

Briefly describe how you plan to (1) retain partners, (2) continue to collect annual screening and other data throughout the five year grant period, and (3) promote continued implementation, monitoring, and evaluation post-partnership.

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HEALTH SYSTEM EBI IMPLEMENTATION WORKSHEET

This worksheet assists in identifying, planning, and monitoring major tasks in implementing selected priority EBIs and supportive activities within the partner health system(s) and its clinics. Use this tool for oversight at the health system level. Staff at participating clinics may use this worksheet to guide implementation at their sites as well. Although the boxes in the worksheet will expand, entries should be meaningful and concise. See sample on the following page.

Major Task	Expected Outcome(s) of Task	Challenges and Solutions to Task Completion	Person(s) Responsible for Task	Due Date for Task	Information or Resources Needed

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CDC RFA DP17-1701, National Breast and Cervical Cancer Early Detection Program
HEALTH SYSTEM EBI IMPLEMENTATION WORKSHEET (SAMPLE)

Major Task	Expected Outcome(s) of Task	Challenges and Solutions to Task Completion	Person(s) Responsible for Task	Due Date for Task	Information or Resources Needed
Validate the EHR breast and cervical cancer screening rate for each participating clinic using chart review	Accurate baseline clinic screening rate	Challenge: chart audit is costly, time-consuming; no dedicated staff Solution: hire consultant 20%-time to complete	Jackie Brown, Health System Quality Improvement Nurse and Chris Brock, Grantee Partner Data Manager with clinic contact	December 2017	Determine methodology (e.g., proportion of charts to review). Follow CDC guidance in "Guidance for Measuring Breast and Cervical Cancer Screening Rates in Health System Clinics."
For each participating clinic, develop and pilot policy change/protocol in support of selected priority EBI	Policy refined, communicated to staff, and integrated into daily operations and workflows	Challenge: integrating policy such that it is not time-consuming and cumbersome Solution: include staff in planning, vet policy changes, and pilot policy on small scale	Janie Panie, Health System Clinical Officer with clinic contact	February 2018	Policy template
Train clinic staff on selected EBIs	Staff knowledgeable of EBIs and how to implement	Challenge: time to complete training Solution: train during scheduled meeting times	George Lopez, Grantee Partner PD	January 2018	Curriculum
Orient clinic staff to new policy procedures	Staff roles clarified and workflow documented and communicated in staff	Challenge: time to complete training Solution: train during scheduled meeting times	Jackie Brown, Health System Quality Improvement Nurse	January 2018	Final policy
For each participating clinic, develop implementation monitoring process and document outcomes	Implementation monitored regularly, allowing for appropriate adaptations and course corrections	Challenge: staff time, expertise in evaluation limited Solution: recruit evaluator to assist with developing monitoring processes and outcomes	Janie Panie, Health System Clinical Officer Manager with clinic contact	February 2018-February 2019	Clinic-specific workflow outline
Conduct TA with clinics	Implementation according to policy and appropriate adaptations and course corrections	Challenge: Staff time Solution: provide multiple TA options for implementation support- (i.e., one-on-one, teleconference, email, listservs)	George Lopez, Grantee Partner PD	February 2018-February 2019	TA plan

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Clinical & Community Strategies to Improve Breast Cancer Screening

The following table highlights evidence-based strategies to improve breast cancer screening rates in clinical and community settings.

Measure(s): NQF: 2372, PQRS: 112, ACO, Meaningful Use

Percentage of women 50 through 74 years of age who had a mammogram to screen for breast cancer within 24 months

Clinical Approaches	Patient-Centered Care and/or Community Linkages	Community Wide Prevention Strategies
<p>Provider Assessment and Feedback Provider assessment and feedback interventions both evaluate provider performance in delivering or offering screening to clients (assessment) and present providers with information about their performance in providing screening services (feedback). Feedback may describe the performance of a group of providers (e.g., mean performance for a practice) or an individual provider, and may be compared with a goal or standard. Evidence: Median increase of 13.0%</p>	<p>Client Reminders Client reminders are written (letter, postcard, email) or telephone messages (including automated messages) advising people that they are due for screening. Client reminders may be enhanced by one or more of the following: <ul style="list-style-type: none"> • Follow-up printed or telephone reminders • Additional information about indications for, benefits of, and ways to overcome barriers to screening • Assistance in scheduling appointments Evidence: Median increase of 14.0%</p>	<p>Structural Barriers for Clients Structural barriers are non-economic burdens or obstacles that make it difficult for people to access cancer screening. Interventions designed to reduce these barriers may facilitate access to cancer screening services by: <ul style="list-style-type: none"> • Reducing time or distance between service delivery settings and target populations • Modifying hours of service to meet client needs • Offering services in alternative or non-clinical settings (e.g., mobile mammography vans at worksites or in residential communities) • Eliminating or simplifying administrative procedures and other obstacles (e.g., scheduling assistance, patient navigators, transportation, dependent care, translation services, limiting the number of clinic visits) </p>

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<p>Provider Reminder and Recall Systems Reminders inform health care providers it is time for a client's cancer screening test (called a "reminder") or that the client is overdue for screening (called a "recall"). The reminders can be provided in different ways, such as in client charts or by e-mail. Evidence: Median increase of 12%</p>	<p>One-on-One Education for Clients One-on-one education delivers information to individuals about indications for, benefits of, and ways to overcome barriers to cancer screening with the goal of informing, encouraging, and motivating them to seek recommended screening. These messages are delivered by healthcare workers or other health professionals, lay health advisors, or volunteers, and are conducted by telephone or in person in medical, community, worksite, or household settings. Evidence: Median increase of 9.2%</p>	<p>Evidence: Median increase of 17.7%</p>
<p>Small Media Targeting Clients Small media include videos and printed materials such as letters, brochures, and newsletters. These materials can be used to inform and motivate people to be screened for cancer. They can provide information tailored to specific individuals or targeted to general audiences. Evidence: Median increase of 7.0%</p>	<p>Group Education for Clients Group education conveys information on indications for, benefits of, and ways to overcome barriers to screening with the goal of informing, encouraging, and motivating participants to seek recommended screening. Group education is usually conducted by health professionals or by trained laypeople who use presentations or other teaching aids in a lecture or interactive format, and often incorporate role modeling or other methods. Group education can be given to a variety of groups, in different settings, and by different types of educators with different backgrounds and styles. Evidence: Median increase of 11.5%</p>	<p>Evidence: Median increase of 11.5%</p>

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		<p>Reducing Client Out-of-Pocket Costs Interventions to reduce client out-of-pocket costs attempt to minimize or remove economic barriers that make it difficult for clients to access cancer screening services. Costs can be reduced through a variety of approaches, including vouchers, reimbursements, reduction in co-pays, or adjustments in federal or state insurance coverage. Evidence: Median increase of 11.5%</p>
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W. C. Zlotnik



Clinical & Community Strategies to Improve Cervical Cancer Screening

The following table highlights evidence-based strategies to improve cervical cancer screening rates in clinical and community settings outlined in The Guide to Community Preventive Services.

Measure(s): Percentage of women age 21 through 65 years of age who had a Pap test to screen for cervical cancer within the last 3 years.

Clinical Approaches		Patient-Centered Care and/or Community Linkages		Community Wide Prevention Strategies	
<p>Provider Assessment and Feedback Provider assessment and feedback interventions both evaluate provider performance in delivering or offering screening to clients (assessment) and present providers with information about their performance in providing screening services (feedback). Feedback may describe the performance of a group of providers (e.g., mean performance for a practice) or an individual provider, and may be compared with a goal or standard.</p> <p>Evidence: Median increase of 13.0%</p>	<p>Client Reminders Client reminders are written (letter, postcard, email) or telephone messages (including automated messages) advising people that they are due for screening. Client reminders may be enhanced by one or more of the following:</p> <ul style="list-style-type: none"> • Follow-up printed or telephone reminders • Additional text or discussion with information about indications for, benefits of, and ways to overcome barriers to screening • Assistance in scheduling appointments <p>Evidence: Median increase of 10.2%</p>	<p>Reducing Structural Barriers for Clients Structural barriers are non-economic burdens or obstacles that make it difficult for people to access cancer screening. Interventions designed to reduce these barriers may facilitate access to cancer screening services by:</p> <ul style="list-style-type: none"> • Reducing time or distance between service delivery settings and target populations • Modifying hours of service to meet client needs • Offering services in alternative or non-clinical settings (e.g., mobile mammography vans at worksites or in residential communities) • Eliminating or simplifying administrative procedures and other obstacles (e.g., scheduling assistance, patient navigators, transportation, dependent care, translation services, limiting the number of clinic visits) 			

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<p>Provider Reminder and Recall Systems Reminders inform health care providers it is time for a client's cancer screening test (called a "reminder") or that the client is overdue for screening (called a "recall"). The reminders can be provided in different ways, such as in client charts or by e-mail.</p> <p>Evidence: Median increase of 4.7%</p>	<p>Small Media Targeting Clients Small media include videos and printed materials such as letters, brochures, and newsletters. These materials can be used to inform and motivate people to be screened for cancer. They can provide information tailored to specific individuals or targeted to general audiences.</p> <p>evidence: Median increase of 4.5%</p>	<p>Evidence:* based only on a very small number of studies Pap screening: median increase of 13.6%</p>
<p>Group Education for Clients Group education conveys information on indications for, benefits of, and ways to overcome barriers to screening with the goal of informing, encouraging, and motivating participants to seek recommended screening. Group education is usually conducted by health professionals or by trained laypeople who use presentations or other teaching aids in a lecture or interactive format, and often incorporate role modeling or other methods. Group education can be given to a variety of</p>	<p>Reducing Client Out-of-Pocket Costs Interventions to reduce client out-of-pocket costs attempt to minimize or remove economic barriers that make it difficult for clients to access cancer screening services. Costs can be reduced through a variety of approaches, including vouchers, reimbursements, reduction in co-pays, or adjustments in federal or state insurance coverage.</p> <p>Evidence*: based only on a very small number of studies</p> <ul style="list-style-type: none"> Pap tests: reported increase of 17% 	<p>Evidence:* based only on a very small number of studies Pap screening: median increase of 13.6%</p>

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EXHIBIT A-3



	<p>groups, in different settings, and by different types of educators with different backgrounds and styles. Evidence:*based only on a very small number of studies Median increase of 10.6%</p>	
	<p><u>One-on-One Education for Clients</u> One-on-one education delivers information to individuals about indications for, benefits of, and ways to overcome barriers to cancer screening with the goal of informing, encouraging, and motivating them to seek recommended screening. These messages are delivered by healthcare workers or other health professionals, lay health advisors, or volunteers, and are conducted by telephone or in person in medical, community, worksite, or household settings. Evidence: Median increase of 8.1%</p>	

Handwritten signature and date: 2/6/18



Exhibit B

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.
2. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting 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.
3. This contract is funded with 100% Federal Funds from the Centers for Disease Control and Prevention (CDC), NH Comprehensive Cancer Control Program and Cancer Registry, CFDA #93.898.
4. 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.
5. Payment for said services shall be made upon approval by Governor and Executive Council:
 - 5.1. The Contractor will submit an invoice on letterhead, with the date and authorized signature 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. The Contractor agrees to keep records of their activities related to Department programs and services.
 - 5.2. 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.
 - 5.3. Invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or invoices may be mailed to:

Financial Administrator
Department of Health and Human Services
Division of Public Health
29 Hazen Dr.
Concord, NH 03301

[Handwritten Signature]
2/16/18

Exhibit B-1 Budget

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

Bidder/Program Name: Manchester Community Health Center

NH Breast and Cervical Cancer Screening
Program Community and Clinical

Budget Request for: Cancer Screening Improvement Project

Budget Period: December 1, 2017 - June 30, 2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share			Total
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	
1. Total Salary/Wages	\$ 9,364.00	\$ 936.40	\$ 10,300.40	\$ -	\$ -	\$ -	\$ 9,364.00	\$ 936.40	\$ 10,300.40	
2. Employee Benefits	\$ 1,779.00	\$ 177.90	\$ 1,956.90	\$ -	\$ -	\$ -	\$ 1,779.00	\$ 177.90	\$ 1,956.90	
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	\$ 5,000.00	\$ 500.00	\$ 5,500.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 500.00	\$ 5,500.00	
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 16,143.00	\$ 1,614.30	\$ 17,757.30	\$ -	\$ -	\$ -	\$ 16,143.00	\$ 1,614.30	\$ 17,757.30	

Indirect As A Percent of Direct 10.00%

Contractor Initials:  Date: 2/16/18

Exhibit B-2 Budget

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

Bidder/Program Name: Manchester Community Health Center

NH Breast and Cervical Cancer Screening
Program Community and Clinical

Budget Request for: Cancer Screening Improvement Project

Budget Period: July 1, 2019 - June 30, 2019

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 16,230.00	\$ 1,623.00	\$ -	\$ -	\$ 16,230.00	\$ 1,623.00	\$ 17,853.00
2. Employee Benefits	\$ 3,084.40	\$ 308.44	\$ -	\$ -	\$ 3,084.00	\$ 308.40	\$ 3,392.40
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rentals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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	\$ 5,000.00	\$ 500.00	\$ -	\$ -	\$ 5,000.00	\$ 500.00	\$ 5,500.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 24,314.00	\$ 2,431.40	\$ -	\$ -	\$ 24,314.00	\$ 2,431.40	\$ 26,745.40

Indirect As A Percent of Direct 10.00%

Contractor Initials: *MA*
Date: 8/1/18



SPECIAL PROVISIONS

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

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

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

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

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

[Handwritten Signature]
[Handwritten Date: 6/26/14]



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

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

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

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

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

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

16. **Equal Employment Opportunity Plan (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

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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

[Handwritten Signature]
Date *2/18/18*



- 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.

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REVISIONS TO GENERAL PROVISIONS

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

JK
2/6/18



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

KH^S
5/16/18

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Contractor Name: Manchester Community Health Center

2/6/18
Date


Name: Kris McCracken
Title: President / CEO

Contractor Initials KM
Date 2/6/18



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: Manchester Community Health Center

2/6/18
Date

[Signature]
Name: Chris McCracken
Title: President/CEO



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

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

INSTRUCTIONS FOR CERTIFICATION

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

[Handwritten Signature]
[Handwritten Date]



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.

2/6/18
Date

Contractor Name: Manchester Community Health Center
[Signature]
Name: Mrs. McCracken
Title: President/CEO

Contractor Initials [Signature]
Date 2/6/18



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

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

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

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

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

Exhibit G

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

Contractor Initials

[Handwritten Signature]
Date *[Handwritten Date]*

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

2/6/18
Date

Contractor Name: Manchester Community Health Center

Name: Mrs. McCracken
Title: President/CEO

Exhibit G

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

Contractor Initials MS

Date 2/6/18



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Manchester Community Health Center

2/6/18
Date

[Signature]
Name: Chris McCracken
Title: President/CEO



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

[Handwritten Signature]
[Handwritten Date: 2/6/15]



Exhibit I

- I. “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

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Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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

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2/6/18



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health and Human Services
The State

Lisa Morris
Signature of Authorized Representative

LISA MORRIS
Name of Authorized Representative

DIRECTOR, DPHS
Title of Authorized Representative

3/16/18
Date

Manchester Community Health Center
Name of the Contractor

[Signature]
Signature of Authorized Representative

Mris McCracken
Name of Authorized Representative

President/CEO
Title of Authorized Representative

2/6/18
Date



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

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

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

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

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

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

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

Contractor Name: Manchester Community Health Center

2/6/18
Date

[Signature]
Name: Kris McCracken
Title: President/CEO

Contractor Initials [Signature]
Date 2/6/18



FORM A

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

1. The DUNS number for your entity is: 928664937
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: _____



DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information 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 Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
 - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
 - 2.2. 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.).
 - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.5. 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.
 - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of 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.
 - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "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.

Breach notifications will be sent to the following email addresses:

 - 2.7.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
 - 2.7.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
 - 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor 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 vendor 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, or otherwise physically destroying the media (for example, degaussing). The vendor 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 the vendor prior to destruction.

- 2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor 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 vendor, including breach notification requirements.
3. The vendor 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 vendor and any applicable sub-contractors prior to system access being authorized.
 4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
 5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor 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 appropriate authorized data owner or leadership member within the Department.
 6. 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.

W
2/6/18

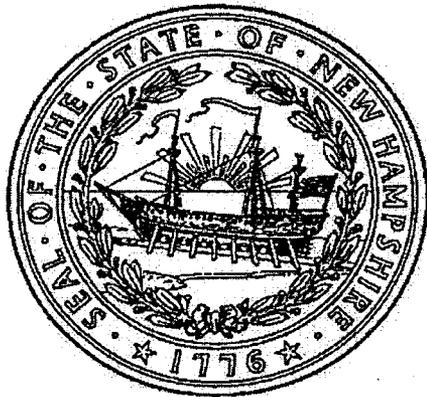
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MANCHESTER COMMUNITY HEALTH CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 07, 1992. 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: 175115



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of April A.D. 2017.

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

William M. Gardner
Secretary of State

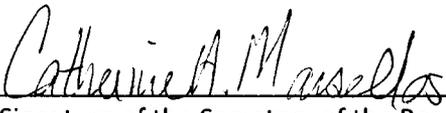
CERTIFICATE OF VOTE

I, Catherine Marsellos, Secretary of the Board of Directors, do hereby certify that:

1. I am a duly elected Officer of Manchester Community Health Center.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on February 6, 2018:

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and in effect as the 6th day of February, 2018.
4. Kris McCracken is the duly elected President/CEO of the Agency.



(Signature of the Secretary of the Board of Directors)

STATE OF NEW HAMPSHIRE
County of Hillsborough

The forgoing instrument was acknowledged before me this 6th day of February 2018, by Catherine Marsellos.



(Notary Public/Justice of the Peace)

(NOTARY SEAL)



Commission Expires: _____



Mission, Vision and Core Values

Mission

To improve the health and well-being of our patients and the communities we serve by leading the effort to eliminate health disparities by providing exceptional primary and preventive healthcare and support services which are accessible to all.

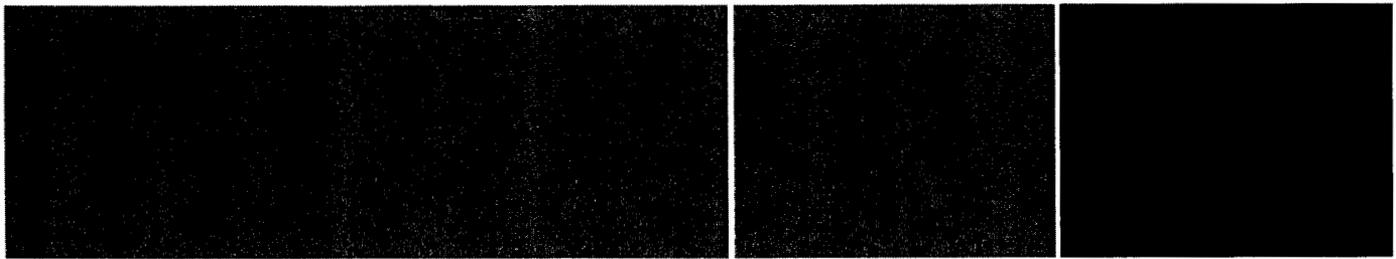
Vision

MCHC will become the provider of choice for comprehensive primary health care by achieving the triple aim of better health outcomes, better patient care, and lowered costs through using innovative care models and strong community partnerships. MCHC will meet our mission by using evidence-based care that is patient-centered, engages families, removes barriers, and promotes well-being and healthy lifestyles through patient empowerment and education.

Core Values

We will promote wellness, provide exceptional care, and offer outstanding services so that our patients achieve and maintain their best possible health. We will do this through fostering an environment of respect, integrity and caring for all stakeholders in our organization.

ADOPTED: 01/28/2014



FINANCIAL STATEMENTS

June 30, 2017 and 2016

With Independent Auditor's Report



INDEPENDENT AUDITOR'S REPORT

Board of Directors
Manchester Community Health Center

We have audited the accompanying financial statements of Manchester Community Health Center, which comprise the balance sheets as of June 30, 2017 and 2016, and the related statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free 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 above present fairly, in all material respects, the financial position of Manchester Community Health Center as of June 30, 2017 and 2016, and the results of its operations, changes in its net assets and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
December 6, 2017

MANCHESTER COMMUNITY HEALTH CENTER

Balance Sheets

June 30, 2017 and 2016

ASSETS

	<u>2017</u>	<u>2016</u>
Current assets		
Cash and cash equivalents	\$ 671,890	\$ 1,024,773
Patient accounts receivable, less allowance for uncollectible accounts of \$1,702,394 in 2017 and \$1,391,757 in 2016	2,058,763	2,055,686
Grants and other receivables	942,811	566,395
Prepaid expenses	<u>131,702</u>	<u>120,052</u>
Total current assets	3,805,166	3,766,906
Investment in limited liability company	20,298	16,203
Assets limited as to use	-	150,000
Property and equipment, net	<u>4,362,418</u>	<u>3,796,129</u>
Total assets	<u>\$ 8,187,882</u>	<u>\$ 7,729,238</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Line of credit	\$ 810,000	\$ -
Accounts payable and accrued expenses	1,057,214	484,037
Accrued payroll and related expenses	1,059,280	934,203
Current maturities of long-term debt	<u>52,316</u>	<u>51,049</u>
Total current liabilities	2,978,810	1,469,289
Long-term debt, less current maturities	<u>1,206,475</u>	<u>1,258,264</u>
Total liabilities	<u>4,185,285</u>	<u>2,727,553</u>
Net assets		
Unrestricted	3,091,080	4,318,627
Temporarily restricted	810,159	581,700
Permanently restricted	<u>101,358</u>	<u>101,358</u>
Total net assets	<u>4,002,597</u>	<u>5,001,685</u>
Total liabilities and net assets	<u>\$ 8,187,882</u>	<u>\$ 7,729,238</u>

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

MANCHESTER COMMUNITY HEALTH CENTER

Statements of Operations

Years Ended June 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Operating revenue		
Patient service revenue	\$ 9,734,445	\$ 9,284,028
Provision for bad debts	<u>(1,687,439)</u>	<u>(1,098,074)</u>
Net patient service revenue	8,047,006	8,185,954
Grants and contracts	6,832,729	6,397,842
Other operating revenue	104,554	154,857
Net assets released from restriction for operations	<u>716,090</u>	<u>539,958</u>
Total operating revenue	<u>15,700,379</u>	<u>15,278,611</u>
Operating expenses		
Salaries and benefits	12,556,077	10,658,870
Other operating expense	4,579,067	4,221,587
Depreciation	336,129	311,809
Interest expense	<u>54,071</u>	<u>38,875</u>
Total operating expenses	<u>17,525,344</u>	<u>15,231,141</u>
Operating (loss) income	<u>(1,824,965)</u>	<u>47,470</u>
Other revenues and gains		
Contributions	194,463	209,687
Investment income	1,166	984
Equity in earnings from limited liability company	<u>4,095</u>	<u>15,703</u>
Total other revenues and gains	<u>199,724</u>	<u>226,374</u>
(Deficit) excess of revenue over expenses	<u>(1,625,241)</u>	273,844
Grants for capital acquisition	69,001	79,924
Net assets released from restriction for capital acquisition	<u>328,693</u>	<u>-</u>
(Decrease) increase in unrestricted net assets	<u>\$ (1,227,547)</u>	<u>\$ 353,768</u>

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

MANCHESTER COMMUNITY HEALTH CENTER

Statements of Changes in Net Assets

Years Ended June 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Unrestricted net assets		
(Deficit) excess of revenue over expenses	\$ (1,625,241)	\$ 273,844
Grants for capital acquisition	69,001	79,924
Net assets released from restriction for capital acquisition	<u>328,693</u>	<u>-</u>
(Decrease) increase in unrestricted net assets	<u>(1,227,547)</u>	<u>353,768</u>
Temporarily restricted net assets		
Contributions	1,273,242	545,984
Net assets released from restriction for operations	(716,090)	(539,958)
Net assets released from restriction for capital acquisition	<u>(328,693)</u>	<u>-</u>
Increase in temporarily restricted net assets	<u>228,459</u>	<u>6,026</u>
Change in net assets	<u>(999,088)</u>	<u>359,794</u>
Net assets, beginning of year	<u>5,001,685</u>	<u>4,641,891</u>
Net assets, end of year	<u>\$ 4,002,597</u>	<u>\$ 5,001,685</u>

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

MANCHESTER COMMUNITY HEALTH CENTER

Statements of Cash Flows

Years Ended June 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Cash flows from operating activities		
Change in net assets	\$ (999,088)	\$ 359,794
Adjustments to reconcile change in net assets to net cash (used) provided by operating activities		
Provision for bad debts	1,687,439	1,098,074
Depreciation	336,129	311,809
Equity in earnings from limited liability company	(4,095)	(15,703)
Contributions and grants for long-term purposes	(726,960)	(79,924)
Increase in the following assets		
Patient accounts receivable	(1,690,516)	(1,219,342)
Grants and other receivables	(376,416)	(73,969)
Prepaid expenses	(11,650)	(24,094)
Increase in the following liabilities		
Accounts payable and accrued expenses	573,177	157,242
Accrued payroll and related expenses	<u>125,077</u>	<u>312,467</u>
Net cash (used) provided by operating activities	<u>(1,086,903)</u>	<u>826,354</u>
Cash flows from investing activities		
Release of (increase in) board-designated reserves	150,000	(75,000)
Capital expenditures	<u>(902,418)</u>	<u>(215,153)</u>
Net cash used by investing activities	<u>(752,418)</u>	<u>(290,153)</u>
Cash flows from financing activities		
Contributions and grants for long-term purposes	726,960	79,924
Proceeds from line of credit	920,000	-
Payments on line of credit	(110,000)	-
Payments on long-term debt	<u>(50,522)</u>	<u>(48,003)</u>
Net cash provided by financing activities	<u>1,486,438</u>	<u>31,921</u>
Net (decrease) increase in cash and cash equivalents	<u>(352,883)</u>	568,122
Cash and cash equivalents, beginning of year	<u>1,024,773</u>	<u>456,651</u>
Cash and cash equivalents, end of year	<u>\$ 671,890</u>	<u>\$ 1,024,773</u>
Supplemental disclosures of cash flow information		
Cash paid for interest	\$ 54,071	\$ 38,875
Capital expenditures in accounts payable	321,590	-

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

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2017 and 2016

1. Summary of Significant Accounting Policies

Organization

Manchester Community Health Center (the Organization) is a non-stock, not-for-profit corporation organized in New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) providing high-quality, comprehensive family oriented primary healthcare services which meet the needs of a diverse community, regardless of age, ethnicity or income.

Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Organization is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles generally 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. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents exclude amounts whose use is limited by Board designation.

Allowance for Uncollectible Accounts

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectibility of patient accounts receivable, the Organization analyzes its past history and identifies trends for each individual payer. In addition, balances in excess of one year are 100% reserved. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2017 and 2016

A reconciliation of the allowance for uncollectible accounts follows:

	<u>2017</u>	<u>2016</u>
Balance, beginning of year	\$ 1,391,757	\$ 608,028
Provision	1,687,439	1,098,074
Write-offs	<u>(1,376,802)</u>	<u>(314,345)</u>
Balance, end of year	<u>\$ 1,702,394</u>	<u>\$ 1,391,757</u>

The increase in provision and write-offs is primarily the result of the regulatory environment related to challenges with credentialing of providers and timely filing limits imposed by managed care companies.

Grants and Other Receivables

Grants and other receivables are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

Investment in Limited Liability Company

The Organization is one of eight partners who each made a capital contribution of \$500 to Primary Health Care Partners, LLC (PHCP) during 2015. The Organization's investment in PHCP is reported using the equity method and the investment amounted to \$20,298 and \$16,203 at June 30, 2017 and 2016, respectively.

Assets Limited as to Use

Assets limited as to use consist of cash and cash equivalents and represent assets designated by the board for future capital needs.

Property and Equipment

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

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as unrestricted net assets and excluded from the (deficit) excess of revenue over expenses unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted net assets. Absent explicit continuing donor stipulations, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2017 and 2016

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets include contributions and grants for which donor-imposed restrictions have not been met. Assets are released from restrictions as expenditures are made in line with restrictions called for under the terms of the donor. Restricted grants received for capital acquisitions are reported as temporarily restricted net assets in the period received, and expirations of those donor restrictions are reported when the acquired long-lived assets are placed in service and donor-imposed restrictions are satisfied.

Permanently restricted net assets include net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. Generally, the donors of these assets permit the Organization to use all or part of the income earned on related investments for general or specific purposes.

Donor-Restricted Gifts

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

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

340B Drug Pricing Program

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHCs and other identified entities at a reduced price. The Organization contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of the Organization and bill Medicare and commercial insurances on behalf of the Organization. Reimbursement received by the pharmacies is remitted to the Organization, less dispensing and administrative fees. Gross revenue generated from the program is included in patient service revenue. Contracted expenses and drug costs incurred related to the program are included in other operating expenses.

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2017 and 2016

Charity Care

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue.

Functional Expenses

The Organization provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

	<u>2017</u>	<u>2016</u>
Program services	\$15,198,514	\$13,439,463
Administrative and general	2,138,503	1,619,871
Fundraising	<u>188,327</u>	<u>171,807</u>
Total	<u>\$17,525,344</u>	<u>\$15,231,141</u>

(Deficit) Excess of Revenue Over Expenses

The statements of operations reflect the (deficit) excess of revenue over expenses. Changes in unrestricted net assets which are excluded from the (deficit) excess of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through December 6, 2017, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2017 and 2016

2. Property and Equipment

Property and equipment consists of the following:

	<u>2017</u>	<u>2016</u>
Land	\$ 81,000	\$ 81,000
Building and leasehold improvements	4,327,993	3,877,039
Furniture and equipment	<u>1,693,049</u>	<u>1,545,895</u>
 Total cost	 6,102,042	 5,503,934
Less accumulated depreciation	<u>2,099,884</u>	<u>1,764,795</u>
 Construction-in-process	 4,002,158	 3,739,139
	<u>360,260</u>	<u>56,990</u>
 Property and equipment, net	 <u>\$ 4,362,418</u>	 <u>\$ 3,796,129</u>

3. Line of Credit

The Organization has a \$1,000,000 line of credit demand note with a local banking institution. The line of credit is collateralized by all assets and a second mortgage on the Organization's real property. The interest rate is LIBOR plus 3.5% (4.73% at June 30, 2017). There was an outstanding balance on the line of credit at June 30, 2017 of \$810,000 and no outstanding balance in 2016. The line of credit was increased to \$1,500,000 in July 2017.

4. Long-Term Debt

Long-term debt consists of the following:

	<u>2017</u>	<u>2016</u>
Note payable, with a local bank (see terms below)	\$ 1,240,109	\$ 1,284,696
Note payable, New Hampshire Health and Education Facilities Authority (NHHEFA), payable in monthly installments of \$513, including interest at 1.00%, due July 2020, collateralized by all business assets	<u>18,682</u>	<u>24,617</u>
 Total long-term debt	 1,258,791	 1,309,313
Less current maturities	<u>52,316</u>	<u>51,049</u>
 Long-term debt, less current maturities	 <u>\$ 1,206,475</u>	 <u>\$ 1,258,264</u>

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2017 and 2016

The Organization has a promissory note with Citizens Bank, N. A. (Citizens) for the purchase of the medical and office facility in Manchester, New Hampshire. The note is collateralized by the real estate. The note is a five-year balloon note due December 1, 2018 to be paid at the amortization rate of 25 years. The note is borrowed at a variable interest rate with margins adjusted annually on July 1 based on the Organization's achievement of two operating performance milestones (2.8667% at June 30, 2017). NHHEFA is participating in the lending for 30% of the promissory note. Under the NHHEFA program, the interest rate on that portion is approximately 30% of the interest rate charged by Citizens.

The Organization is required to meet an annual minimum working capital and debt service coverage as defined in the loan agreement with Citizens. In the event of default, Citizens has the option to terminate the agreement and immediately request payment of the outstanding debt without notice of any kind to the Organization. After receiving a waiver from Citizens to exclude certain one-time items from the debt service coverage calculation, the Organization is in compliance with all loan covenants at June 30, 2017.

Scheduled principal repayments of long-term debt are as follows:

2018	\$ 52,316
2019	1,199,784
2020	6,115
2021	518
2022	58

5. Temporarily and Permanently Restricted Net Assets

Temporarily and permanently restricted net assets consisted of the following as of June 30:

	<u>2017</u>	<u>2016</u>
Temporarily restricted		
Program services	\$ 148,927	\$ 74,280
Child health services	269,272	356,884
Capital improvements (expended)	66,955	93,546
Capital improvements (not yet in service)	<u>325,005</u>	<u>56,990</u>
Total	<u>\$ 810,159</u>	<u>\$ 581,700</u>
Permanently restricted		
Working capital	<u>\$ 101,358</u>	<u>\$ 101,358</u>

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2017 and 2016

6. Patient Service Revenue

Patient service revenue follows:

	<u>2017</u>	<u>2016</u>
Gross charges	\$16,357,934	\$15,972,455
340B pharmacy revenue	<u>919,437</u>	<u>802,683</u>
Total gross revenue	17,277,371	16,775,138
Contractual adjustments	(6,088,033)	(5,822,424)
Sliding fee scale discounts	<u>(1,454,893)</u>	<u>(1,668,686)</u>
Total patient service revenue	<u>\$ 9,734,445</u>	<u>\$ 9,284,028</u>

Revenue from the Medicaid and Medicare programs accounted for approximately 52% and 9%, respectively, of the Organization's gross patient service revenue for the year ended June 30, 2017 and 59% and 8%, respectively, for the year ended June 30, 2016. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Organization believes that it is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

A summary of the payment arrangements with major third-party payers follows:

Medicare

The Organization is reimbursed for the medical care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by Federal guidelines. Overall, reimbursement is subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through June 30, 2016.

Medicaid and Other Payers

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively-determined rates per visit, discounts from established charges, and capitated arrangements for primary care services on a per member, per month basis.

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2017 and 2016

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization charity care policy amounted to \$1,620,083 and \$1,649,562 for the years ended June 30, 2017 and 2016, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

7. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 403(b) that covers substantially all employees. The Organization contributed \$289,444 and \$266,304 for the years ended June 30, 2017 and 2016, respectively.

8. Concentration of Risk

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. Following is a summary of accounts receivable, by funding source, at June 30:

	<u>2017</u>	<u>2016</u>
Medicare	14 %	15 %
Medicaid	42 %	46 %
Other	<u>44 %</u>	<u>39 %</u>
	<u>100 %</u>	<u>100 %</u>

The Organization receives a significant amount of grants from the U.S. Department of Health and Human Services (DHHS). As with all government funding, these grants are subject to reduction or termination in future years. For the years ended June 30, 2017 and 2016, grants from DHHS (including both direct awards and awards passed through other organizations) represented approximately 81% and 72%, respectively, of grants and contracts revenue.

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2017 and 2016

9. Commitments and Contingencies

Medical Malpractice Insurance

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of the year ended June 30, 2017, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and additional medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

Leases

The Organization leases office space and certain other office equipment under noncancelable operating leases. Future minimum lease payments under these leases are:

2018	\$ 195,595
2019	134,132
2020	78,791
2021	73,107
2022	74,276
Thereafter	<u>132,740</u>
Total	<u>\$ 688,641</u>

Rent expenses amounted to \$269,771 and \$246,564 for the years ended June 30, 2017 and 2016, respectively.

10. Financial Improvement Plan

The Organization incurred a significant operating loss during 2017. The financial statements have been prepared assuming the Organization will continue as a going concern, realizing assets and liquidating liabilities in the ordinary course of business. Although not currently planned, realization of assets in other than the ordinary course of business in order to meet liquidity needs could result in losses not reflected in these financial statements.

Management is working on several initiatives to mitigate losses going forward. As discussed below, management believes the combination of planned initiatives will provide the required cash flow and reduction of operating losses to sustain future operations.

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2017 and 2016

During 2017, approximately \$917,000 in bad debt write-offs occurred for charges incurred in 2015 and 2016, and were primarily the result of regulatory issues with credentialing of providers and timely filing limits imposed by managed care insurers, and are not expected to recur in 2018. In addition, provider utilization declined in 2017 due to reduced capacity during renovations, which will be completed in the first quarter of 2018. That utilization reduction was approximately \$290,000 in 2017.

In 2017, the Organization was awarded a grant and acted in good faith, incurring nearly \$250,000 in expenses to provide the services, but never received the final signed prospective contract until 2018. Management also plans to implement enhanced charges in 2018 that will capture services currently being provided but not being billed for which is estimated to provide another \$200,000 in revenue annually, as well as expanding 340B pharmacy activities which would also provide another \$100,000 annually.

KATHLEEN DAVIDSON	Compliance (CHAIR)	Vice President	11/4/2014	November, 2017	11/04/23
	Personnel				
	Executive				
RICHARD ELWELL	Finance (CHAIR)	Treasurer	1/9/2018	January, 2021	01/09/27
	Executive				
DOMINIQUE A. RUST	Executive (CHAIR)	President	4/6/2010	Term ends 4/6/19	04/06/19
	Finance				
TONI PAPPAS	Marketing & Dev (CHAIR)	Director	2/2/2010	Term ends 2/2/19	02/02/19
	Executive				
MUKHTAR IDHOW	Quality Improvement	Director	4/6/2010	Term ends 4/6/19	04/06/19
IDOWU EDOKPOLO	Strategic Planning	Director	11/19/2013	November, 2019	11/19/21
PARSU NEPAL		Director	3/7/2017	March, 2020	03/07/26
CATHERINE MARSELLOS	Strategic Planning	Secretary	6/2/2015	June, 2018	06/02/24
	Quality Improvement				
	Executive				
ALEIDA GALINDO	Marketing & Dev	Director	6/2/2015	June, 2018	06/02/24
	Quality Improvement				
PHILLIP ADAMS		Director	6/21/2016	June, 2019	6/21/2025
SOM GURUNG	Personnel	Director	3/7/2017	March, 2020	03/07/26
RAJESH KOIRALA	Strategic Planning	Director	3/7/2017	March, 2020	03/07/26
KERRI ARAMINI		Director	4/4/2017	April, 2020	04/04/26
LINDA LANGSTEN	Personnel (CHAIR)	Director	7/11/2017	July, 2020	7/11/2026
	Executive				
DAWN MCKINNEY	Strategic Planning	Director	7/11/2017	July, 2020	7/11/2026
MOHAMMAD "SALEEM" YUSUF		Director	1/9/2018	January, 2021	1/9/2027
Oreste (Rusty) J. Mosca	Finance		2/6/2018	February, 2021	2/6/2027

Yesenia Rosario-Portillo

EDUCATION:

New Hampshire Technical College: 1994-1996
Manchester NH 03102

Manchester West High School: 1991-1994
Manchester NH 03102

Parkside Middle School: 1987-1991
Manchester NH 03102

EXPERIENCE:

(Elliot Health System) Elliot Hospital: 2005-2011
One Elliot Way
Manchester NH 03103

Receptionist / Scheduler

Duties: Greet, Check-in, register patients and take them back to their assigned room. Call patients to Pre-register prior to the date of service if possible. Answer phones, schedule surgical appts. Prepare patient charts prior to date of service. Also requested labs, EKG's, H+P's etc from PCP's offices +/- or other facilities for Pre-op nurse +/- or Anesthesiologist to review prior to date of service. Served as Spanish translator when needed. Worked on schedules to move cases, reschedule +/- or cancel surgeries as requested.

New Hampshire Orthopaedic Surgery: 1998-2005
700 Lake Ave
Manchester NH 03103

Scheduling Coordinator:

Duties: Schedule tests and therapies for patients such as MRI's, CT Scans, PT and OT. Call insurance companies to check if Pre-cert was needed. Keep track of appts and schedule follow-up appts for patients.

(EHS) Tarrytown Internal Medicine Associates: 1994-1998

4 Elliot Way

Manchester NH 03103

Medical Records / Medical Assistant:

Duties: Filed and Pulled records. Did internship here and then worked as MA in both clinical and clerical areas. Took patients back to rooms, called in prescriptions, went back and forth with messages from patients to doctors and vice versa. Checked out patients and scheduled appointments. Made follow-up calls etc.

SKILLS:

Bilingual--Read and Write Spanish and English

Organized

Dedicated

Hard worker

Like to help people

Computer Oriented

ACTIVITIES / SPECIAL INTERESTS:

Walking

Reading

Going to Church

Spending time with my family

REFERENCES:

Upon request

Appendix E

Program Staff List						
New Hampshire Department of Health and Human Services						
COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR						
Proposal Agency Name:		Manchester Community Health Center				
Program:		NH Breast and Cervical Cancer Screening Program Community and Clinical Cancer Screening Improvement Project				
Budget Period:		December 1, 2017 - June 30, 2018				
A	B	C	D	E	E	F
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week	Amnt Funded by this program for Budget Period	Amnt Funded by other sources for Budget Period	Site*
Administrative Salaries						
Total Admin. Salaries				\$ -	\$ -	
Direct Service Salaries						
Community Health Worker	Rosario, Yesenia	\$ 15.30	20	\$ 9,364.00	\$ -	1245 Elm Street
Total Direct Salaries				\$ 9,364.00	\$ -	
Total Salaries by Program				\$ 9,364.00	\$ -	
<p>Please note, any forms downloaded from the DHHS website will NOT calculate. Forms will be sent electronically via e-mail to all programs submitting a Letter of Intent by the due date.</p> <p>*Please list which site(s) each staff member works at, if your agency has multiple sites.</p>						

Subject: NH Breast and Cervical Cancer Screening Program Community and Clinical Cancer

Screening Improvement Project (RFP-2018-DPHS-21-BREAS)

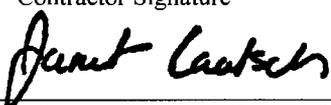
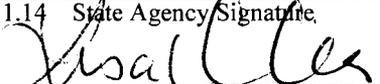
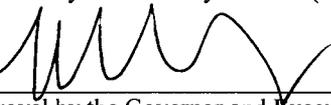
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Greater Seacoast Community Health		1.4 Contractor Address 100 Campus Drive, Suite 12 Portsmouth, NH 03801	
1.5 Contractor Phone Number 603-422-8208	1.6 Account Number 05-095-090-902010-56590000-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$68,252.00
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Janet Laatsch, CEO	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Strafford</u> On <u>March 1, 2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
<div style="border: 1px solid black; padding: 2px; display: inline-block;"> ELIZABETH A. CLEMENCE Notary Public, State of New Hampshire My Commission Expires April 6, 2021 </div>			
1.13.2 Name and Title of Notary or Justice of the Peace Elizabeth Clemence, Notary			
1.14 State Agency Signature 		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: <u>4/4/19</u>			
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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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.



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall adhere to the policies outlined in the New Hampshire Breast and Cervical Cancer Program (BCCP) Policy and Procedure Manual; which can be found at <https://www.dhhs.nh.gov/dphs/cdpc/documents/bccp-policy-procedure-manual.pdf>

2. Scope of Work

- 2.1. The Contractor shall provide outreach and educational services focused on improving cancer screening rates, with a priority to serve women within the Contractor's service area who are:
 - 2.1.1. Uninsured and/or underinsured.
 - 2.1.2. Between the ages of 21 and 64 years.
 - 2.1.3. Living at, or below, 250% of the Federal Poverty Level.
- 2.2. The Contractor shall employ a clinical staff person (Registered Nurse (RN) Advanced Practice Registered Nurse (APRN) or Medical Doctor (MD) who shall support a Community Health Worker (CHW) to conduct outreach and educational services as well patient navigation for women who have not recently received breast and cervical screenings.
- 2.3. The Contractor shall ensure screening services education and outreach inform and educate the population regarding availability and benefits of receiving:
 - 2.3.1. Clinical pelvic examinations.
 - 2.3.2. Clinical breast examinations.
 - 2.3.3. Papanicolaou (Pap) tests.
 - 2.3.4. Mammograms.
- 2.4. The Contractor shall develop a health system Evidence-Based Intervention (EBI) implementation plan for the health system(s) to be utilized to improve cancer screening rates. (See Exhibit A-1 "State of New Hampshire NBCCEDP



Exhibit A

Health System EBI Implementation Plan, Exhibit A-2 "Clinical & Community Strategies to Improve Breast Cancer Screening and Exhibit A-3 "Clinical & Community Strategies to Improve Cervical Cancer Screening") The Contractor shall ensure the EBI plan includes, but is not limited to:

2.4.1. The date of health system EBI implementation plan;

2.4.2. The Health System name and point of contact;

2.4.3. Implementation time period and # of clinics;

2.4.4. Description of EBI planned including, but not limited to:

2.4.4.1. Environmental Approaches.

2.4.4.2. Community Clinical Linkages.

2.4.4.3. Health System Interventions.

2.4.5. An evaluation plan to capture EBI activity outcomes, number of clients served and barriers identified to accessing breast and cervical cancer screening;

2.4.6. A management plan, including planned program monitoring, staffing and sustainability efforts;

2.4.7. Site breast and cervical cancer screening rates for all patients who meet the screening criteria; and

2.4.8. A baseline assessment of clinic and patient barriers to breast and cervical cancer screening.

2.5. The Contractor shall provide navigation services that focus on assessing and addressing barriers to accessing cancer screening, follow-up diagnostics and/or treatment. The Contractor shall ensure navigation services are provided by a Registered Nurse (RN) and include, but are not limited to:

2.5.1. How to assess barriers to screening;

2.5.2. How to address barriers to screening;

2.5.3. How notification of screening results is provided .;

2.5.4. How notification of abnormal screening results is provided.

2.5.5. How to complete diagnostic workups

2.5.6. How to initiate treatment for patients who receive a diagnosis of cancer.



Exhibit A

2.6. The Contractor shall obtain screening and, if applicable, diagnostic and treatment data as stated in Section 2.4 and enter into Breast & Cervical, Cancer Program's (BCCP) web-based data collection system – Med-IT.

3. Staffing

3.1. The Contractor shall ensure staff includes, but is not limited to:

3.1.1. A clinical staff person (RN, APRN, MD).

3.1.2. A Community Health Worker (CHW)

3.1.3. A Registered Nurse (RN).

3.2. The Contractor shall communicate changes in staff to The Department within ten (10) days, to include sending the Department;

3.2.1. Resumes for added staff members

3.2.2. Copies of required licenses for added staff members

4. Reporting

4.1. The Contractor shall provide screening rate information to the Department, that includes, but is not limited to:

4.1.1. Individual-level data on barriers to screening, as well as strategies used to address barrier(s).

4.1.2. Population based facility-wide breast and cervical cancer screening rates; and

4.1.3. Quarterly updated facility-wide breast and cervical cancer screening rates.

4.2. The Contractor shall develop a data submission process within thirty (30) days of contract approval, upon Department approval.

4.3. The Contractor shall provide a monthly EBI reports, no later than the tenth (10th) day of each month to the Department, which shall include, but are not limited to:

4.3.1. A report that captures all outreach and EBI activities implemented to increase cancer screening rates.

4.3.2. A report that defines the number of clients reached and identifies barriers to screening. The Contractor shall ensure the report includes but is not limited to:

4.3.2.1. All outreach activities implemented to increase cancer screening rates.

4.3.2.2. The number of clients served.

4.3.2.3. The number of clients screened.



Exhibit A

- 4.3.2.4. The outcomes and barriers to screening.
- 4.3.3. Monthly reports shall be provided using the Health System EBI Implementation Plan template and shall, at a minimum, include;
 - 4.3.3.1. Date of health system EBI implementation plan;
 - 4.3.3.2. Health System name and point of contact;
 - 4.3.3.3. Implementation time period and number of clinics;
 - 4.3.3.4. Description of EBI planned including, but not limited to Environmental Approaches, Community Clinical Linkages and Health System Interventions (please see Exhibit B for description);
 - 4.3.3.5. Evaluation plan to capture EBI activity outcomes, number of clients served and barriers identified to accessing breast and cervical cancer screening;
 - 4.3.3.6. Management plan, including planned program monitoring, staffing and sustainability efforts;
 - 4.3.3.7. Site breast and cervical cancer screening rates for all patients who meet the screening criteria. A baseline of screening rates shall be provided within thirty (30) days of contract implementation. Final screening rates shall be provided within thirty (30) days from contract end date; and
 - 4.3.3.8. A baseline assessment of clinic and patient barriers to breast and cervical cancer screening.
- 4.4. Annual Reports – The Contractor shall provide an annual EBI report to the Department by July 30th of each, which shall include, but is not limited to:
 - 4.4.1. All outreach activities implemented to increase cancer screening rates
 - 4.4.2. The number of clients served.
 - 4.4.3. The number of clients screened.
 - 4.4.4. The outcomes and barriers to screening.
 - 4.4.5. Demonstrated Community Clinical Linkages gained by facilitating partnerships between the community and health care providers to connect priority populations to clinical services.
 - 4.4.6. How the Contractor identified priority populations for screening including low income women and other vulnerable populations.



Exhibit A

5. Performance Measures

5.1. The Contractor shall ensure that following performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement:

5.1.1. The Contractor shall ensure 100% Monthly and Annual reporting is provided, as per Section 2., Reporting

5.1.2. The Contractor shall ensure 100% of Deliverables are met and/or provided, as per Section 6., Deliverables

5.2. Annually, the Contractor shall develop and submit to the DHHS, a corrective action plan for any performance measure that was not achieved.

6. Deliverables

6.1. The Contractor shall submit defined operational processes and procedures for reporting and clinical performance measures, baselines and targets, to The Department within thirty (30) days of the effective date of contract.

6.2. The Contractor shall provide the EBI implementation plan described in Section 2.4 to the Department no later than 30 days after the Contract effective date.

6.3. The Contractor shall provide a baseline of screening rates, as described in Section 2.4.7, to the Department within thirty (30) days of the contract effective date.

6.4. The Contractor shall provide final screening rates to the Department no later than thirty (30) days prior to the contract completion date specified in Form P-37 General Provisions, Block 1.7, Completion Date.

EXHIBIT A - 1

STATE OF NEW HAMPSHIRE NBCCEDP HEALTH SYSTEM EBI IMPLEMENTATION PLAN

[DATE]

Health System Name		Implementation Period	
Health System Point of Contact		# of Clinics Participating in NBCCEDP Implementation	

I. HEALTH SYSTEM ASSESSMENT

Health System Assessment Approach

Briefly describe the assessment approach used to define the current environment within the health system and needed interventions. (e.g., interviews with key staff, review of clinic and health system data).

Click here to enter text.

Current Health System Environment

Briefly describe the current health system environment: internal/external (e.g., number of primary care clinic sites, existing B&C screening policy and procedures, current screening processes, workflow approach, data documentation, B&C policy mandates from state or federal agencies,

Click here to enter text.

political climate, and organizational culture).

Description of Intervention Needs and Interventions Selected

Briefly describe the health system processes and practices that require intervention throughout the health system in order to increase breast and

Click here to enter text.

cervical cancer screening. Describe how selected interventions will be implemented in participating clinics. Note if there are differences by clinic.

Potential Barriers and/or Challenges

Click here to enter text.

Briefly describe any anticipated potential barriers or challenges to implementation. Note if there are differences by clinic.

Contractor Initials: JL

Date: 3-1-18

EXHIBIT A - 1

Implementation Resources Available

List or summarize the resources available to facilitate successful implementation (e.g., EHR system, clinic-based patient navigators). Note if there are differences by clinic. Will the program be using Patient Navigators or CHWs to support implementation of evidence-based interventions?

Click here to enter text.

II. NBCCEDP HEALTH SYSTEMS EBI INTERVENTION DESCRIPTION

Objectives

List your program objectives for this health system partnership.

Examples:

1. By December 2017, verify and report baseline breast and cervical cancer screening rates for individuals 50-74 (breast) and 21-65 (cervical) years of age at Health Systems Clinics: Clinic A, Clinic B, and Clinic C.
2. By December 2017, establish system for accurately reporting annual baseline breast and cervical cancer screening rates for individuals 40-75 (breast) and 21-75 (cervical) years of age at health system clinics: Clinic A, Clinic B, and Clinic C.
3. By December 2017, establish new policies at Health Systems Clinics: Clinic A, Clinic B, and Clinic C to support implementation of selected priority evidence-based interventions.
4. From February 2018 to February 2019, implement a provider assessment and feedback system in Clinics A and C, supported by enhanced EHR tickler system and training on quality breast and cervical cancer screening for participating providers in those clinics.
5. From February 2018 to February 2019, implement a client reminder system in Clinics B and C, supported by patient navigation for clients not responding to multiple reminders.
6. Beginning January 2018, annually report screening rates for Health Systems Clinics: Clinic A, Clinic B, and Clinic C.

NBCCEDP Health Systems EBI Intervention Objectives for partnership with:
1.
2.
3.
4.
5.
6.

Contractor Initials: JL

Date: 3-1-18

EXHIBIT A - 1

III. PLANS FOR PARTNER COMMUNICATIONS, MANAGEMENT, AND MONITORING

Communications with Health System Partner

Briefly describe how you will maintain communications with the health system partner regarding implementation activities, monitoring, and

evaluation.

Implementation Support

Briefly describe how you will provide on-going technical support to this health system partner to support implementation success. Include details about who will provide support and frequency of support.

Click here to enter text.

Collection of Clinic Baseline and Annual Data

Briefly describe how you will collaborate with this health system to collect clinic baseline breast and cervical cancer screening rates and annual data to complete CDC-required clinic data forms.

Click here to enter text.

Revising the Health System EBI Implementation Plan

Click here to enter text.

Briefly describe how you will use feedback and monitoring and evaluation data to review and revise this Health System EBI Implementation Plan.

Retention and Sustainability

Briefly describe how you plan to (1) retain partners, (2) continue to collect annual screening and other data throughout the five year grant period, and (3) promote continued implementation, monitoring, and evaluation post-partnership.

Click here to enter text.

HEALTH SYSTEM EBI IMPLEMENTATION WORKSHEET

This worksheet assists in identifying, planning, and monitoring major tasks in implementing selected priority EBIs and supportive activities within the partner health system(s) and its clinics. Use this tool for oversight at the health system level. Staff at participating clinics may use this worksheet to guide implementation at their sites as well. Although the boxes in the worksheet will expand, entries should be meaningful and concise. See sample on the following page.

Major Task	Expected Outcome(s) of Task	Challenges and Solutions to Task Completion	Person(s) Responsible for Task	Due Date for Task	Information or Resources Needed

Contractor Initials: JL

Date: 3-1-18

CDC RFA DP17-1701, National Breast and Cervical Cancer Early Detection Program
HEALTH SYSTEM EBI IMPLEMENTATION WORKSHEET (SAMPLE)

Major Task	Expected Outcome(s) of Task	Challenges and Solutions to Task Completion	Person(s) Responsible for Task	Due Date for Task	Information or Resources Needed
Validate the EHR breast and cervical cancer screening rate for each participating clinic using chart review	Accurate baseline clinic screening rate	Challenge: chart audit is costly, time-consuming; no dedicated staff Solution: hire consultant 20%-time to complete	Jackie Brown, Health System Quality Improvement Nurse and Chris Brock, Grantee Partner Data Manager with clinic contact	December 2017	Determine methodology (e.g., proportion of charts to review). Follow CDC guidance in "Guidance for Measuring Breast and Cervical Cancer Screening Rates in Health System Clinics."
For each participating clinic, develop and pilot policy change/protocol in support of selected priority EBI	Policy refined, communicated to staff, and integrated into daily operations and workflows	Challenge: integrating policy such that it is not time-consuming and cumbersome Solution: include staff in planning, vet policy changes, and pilot policy on small scale	Janie Panie, Health System Clinical Officer with clinic contact	February 2018	Policy template
Train clinic staff on selected EBIs	Staff knowledgeable of EBIs and how to implement	Challenge: time to complete training Solution: train during scheduled meeting times	George Lopez, Grantee Partner PD	January 2018	Curriculum
Orient clinic staff to new policy procedures	Staff roles clarified and workflow documented and communicated in staff	Challenge: time to complete training Solution: train during scheduled meeting times	Jackie Brown, Health System Quality Improvement Nurse	January 2018	Final policy
For each participating clinic, develop implementation monitoring process and document outcomes	Implementation monitored regularly, allowing for appropriate adaptations and course corrections	Challenge: staff time, expertise in evaluation limited Solution: recruit evaluator to assist with developing monitoring processes and outcomes	Janie Panie, Health System Clinical Officer Manager with clinic contact	February 2018-February 2019	Clinic-specific workflow outline
Conduct TA with clinics	Implementation according to policy and appropriate adaptations and course corrections	Challenge: Staff time Solution: provide multiple TA options for implementation support- (i.e., one-on-one, teleconference, email, listservs)	George Lopez, Grantee Partner PD	February 2018-February 2019	TA plan

Contractor Initials: JL

Date: 3-1-18



RFP-2018-DPHS-21-BREAS
EXHIBIT A-2



Clinical & Community Strategies to Improve Breast Cancer Screening

The following table highlights evidence-based strategies to improve breast cancer screening rates in clinical and community settings.

Measure(s): NQF: 2372, PQRS: 112, ACO, Meaningful Use

Percentage of women 50 through 74 years of age who had a mammogram to screen for breast cancer within 24 months

Clinical Approaches	Patient-Centered Care and/or Community Linkages	Community Wide Prevention Strategies
<p><u>Provider Assessment and Feedback</u> Provider assessment and feedback interventions both evaluate provider performance in delivering or offering screening to clients (assessment) and present providers with information about their performance in providing screening services (feedback). Feedback may describe the performance of a group of providers (e.g., mean performance for a practice) or an individual provider, and may be compared with a goal or standard. Evidence: Median increase of 13.0%</p>	<p><u>Client Reminders</u> Client reminders are written (letter, postcard, email) or telephone messages (including automated messages) advising people that they are due for screening. Client reminders may be enhanced by one or more of the following:</p> <ul style="list-style-type: none"> • Follow-up printed or telephone reminders • Additional information about indications for, benefits of, and ways to overcome barriers to screening • Assistance in scheduling appointments <p>Evidence: Median increase of 14.0%</p>	<p><u>Structural Barriers for Clients</u> Structural barriers are non-economic burdens or obstacles that make it difficult for people to access cancer screening. Interventions designed to reduce these barriers may facilitate access to cancer screening services by:</p> <ul style="list-style-type: none"> • Reducing time or distance between service delivery settings and target populations • Modifying hours of service to meet client needs • Offering services in alternative or non-clinical settings (e.g., mobile mammography vans at worksites or in residential communities) • Eliminating or simplifying administrative procedures and other obstacles (e.g., scheduling assistance, patient navigators, transportation, dependent care, translation services, limiting the number of clinic visits)



RFP-2018-DPHS-21-BREAS
EXHIBIT A-2



		<p>Evidence: Median increase of 17.7%</p>
<p><u>Provider Reminder and Recall Systems</u> Reminders inform health care providers it is time for a client’s cancer screening test (called a “reminder”) or that the client is overdue for screening (called a “recall”). The reminders can be provided in different ways, such as in client charts or by e-mail. Evidence: Median increase of 12%</p>	<p><u>One-on-One Education for Clients</u> One-on-one education delivers information to individuals about indications for, benefits of, and ways to overcome barriers to cancer screening with the goal of informing, encouraging, and motivating them to seek recommended screening. These messages are delivered by healthcare workers or other health professionals, lay health advisors, or volunteers, and are conducted by telephone or in person in medical, community, worksite, or household settings. Evidence: Median increase of 9.2%</p>	<p><u>Group Education for Clients</u> Group education conveys information on indications for, benefits of, and ways to overcome barriers to screening with the goal of informing, encouraging, and motivating participants to seek recommended screening. Group education is usually conducted by health professionals or by trained laypeople who use presentations or other teaching aids in a lecture or interactive format, and often incorporate role modeling or other methods. Group education can be given to a variety of groups, in different settings, and by different types of educators with different backgrounds and styles. Evidence: Median increase of 11.5%</p>
	<p><u>Small Media Targeting Clients</u> Small media include videos and printed materials such as letters, brochures, and newsletters. These materials can be used to inform and motivate people to be screened for cancer. They can provide information tailored to specific individuals or targeted to general audiences. Evidence: Median increase of 7.0%</p>	



RFP-2018-DPHS-21-BREAS
EXHIBIT A-2



	<p>Reducing Client Out-of-Pocket Costs Interventions to reduce client out-of-pocket costs attempt to minimize or remove economic barriers that make it difficult for clients to access cancer screening services. Costs can be reduced through a variety of approaches, including vouchers, reimbursements, reduction in co-pays, or adjustments in federal or state insurance coverage. Evidence: Median increase of 11.5%</p>	
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RFP-2018-DPHS-21-BREAS
EXHIBIT A-3



Clinical & Community Strategies to Improve Cervical Cancer Screening

The following table highlights evidence-based strategies to improve cervical cancer screening rates in clinical and community settings outlined in *The Guide to Community Preventive Services*.

Measure(s): Percentage of women age 21 through 65 years of age who had a Pap test to screen for cervical cancer within the last 3 years.

Clinical Approaches	Patient-Centered Care and/or Community Linkages	Community Wide Prevention Strategies
<p>Provider Assessment and Feedback Provider assessment and feedback interventions both evaluate provider performance in delivering or offering screening to clients (assessment) and present providers with information about their performance in providing screening services (feedback). Feedback may describe the performance of a group of providers (e.g., mean performance for a practice) or an individual provider, and may be compared with a goal or standard.</p> <p>Evidence: Median increase of 13.0%</p>	<p>Client Reminders Client reminders are written (letter, postcard, email) or telephone messages (including automated messages) advising people that they are due for screening. Client reminders may be enhanced by one or more of the following:</p> <ul style="list-style-type: none"> • Follow-up printed or telephone reminders • Additional text or discussion with information about indications for, benefits of, and ways to overcome barriers to screening • Assistance in scheduling appointments <p>Evidence: Median increase of 10.2%</p>	<p>Reducing Structural Barriers for Clients Structural barriers are non-economic burdens or obstacles that make it difficult for people to access cancer screening. Interventions designed to reduce these barriers may facilitate access to cancer screening services by:</p> <ul style="list-style-type: none"> • Reducing time or distance between service delivery settings and target populations • Modifying hours of service to meet client needs • Offering services in alternative or non-clinical settings (e.g., mobile mammography vans at worksites or in residential communities) • Eliminating or simplifying administrative procedures and other obstacles (e.g., scheduling assistance, patient navigators, transportation, dependent care, translation services, limiting the number of clinic visits)



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EXHIBIT A-3



		<p>Evidence:*based only on a very small number of studies Pap screening: median increase of 13.6%</p>
<p>Provider Reminder and Recall Systems Reminders inform health care providers it is time for a client's cancer screening test (called a "reminder") or that the client is overdue for screening (called a "recall"). The reminders can be provided in different ways, such as in client charts or by e-mail.</p> <p>Evidence: Median increase of 4.7%</p>	<p>Small Media Targeting Clients Small media include videos and printed materials such as letters, brochures, and newsletters. These materials can be used to inform and motivate people to be screened for cancer. They can provide information tailored to specific individuals or targeted to general audiences.</p> <p>vidence: Median increase of 4.5%</p>	<p>Reducing Client Out-of-Pocket Costs Interventions to reduce client out-of-pocket costs attempt to minimize or remove economic barriers that make it difficult for clients to access cancer screening services. Costs can be reduced through a variety of approaches, including vouchers, reimbursements, reduction in co-pays, or adjustments in federal or state insurance coverage.</p> <p>Evidence*: based only on a very small number of studies</p> <ul style="list-style-type: none"> • Pap tests: reported increase of 17%
	<p>Group Education for Clients Group education conveys information on indications for, benefits of, and ways to overcome barriers to screening with the goal of informing, encouraging, and motivating participants to seek recommended screening. Group education is usually conducted by health professionals or by trained laypeople who use presentations or other teaching aids in a lecture or interactive format, and often incorporate role modeling or other methods. Group education can be given to a variety of</p>	



RFP-2018-DPHS-21-BREAS
EXHIBIT A-3



	<p>groups, in different settings, and by different types of educators with different backgrounds and styles. Evidence: *based only on a very small number of studies Median increase of 10.6%</p>	
	<p>One-on-One Education for Clients One-on-one education delivers information to individuals about indications for, benefits of, and ways to overcome barriers to cancer screening with the goal of informing, encouraging, and motivating them to seek recommended screening. These messages are delivered by healthcare workers or other health professionals, lay health advisors, or volunteers, and are conducted by telephone or in person in medical, community, worksite, or household settings. Evidence: Median increase of 8.1%</p>	



Exhibit B

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.
2. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting 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.
3. This contract is funded with 100% Federal Funds from the Centers for Disease Control and Prevention (CDC), NH Comprehensive Cancer Control Program and Cancer Registry, CFDA #93.898.
4. 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.
5. Payment for said services shall be made upon approval by Governor and Executive Council:
 - 5.1. The Contractor will submit an invoice on letterhead, with the date and authorized signature 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. The Contractor agrees to keep records of their activities related to Department programs and services.
 - 5.2. 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.
 - 5.3. Invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or invoices may be mailed to:

Financial Administrator
Department of Health and Human Services
Division of Public Health
29 Hazen Dr.
Concord, NH 03301



SPECIAL PROVISIONS

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

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



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

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

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



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

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



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.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. The Division reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Contractor Name: Greater Seacoast Community Health
Janet Laatsch
Name: Janet Laatsch
Title: CEO

3-1-18
Date



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: Greater Seacoast Community Health

3-1-18
Date

Janet Laatsch
Name: Janet Laatsch
Title: CEO



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Greater Seacoast Community Health

3-1-18
Date

Janet Laatsch
Name: Janet Laatsch
Title: CEO



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

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

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

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

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

Exhibit G

Contractor Initials JL

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

3-1-18
Date

Janet Laatsch
Name: Janet Laatsch
Title: CEO

Exhibit G

Contractor Initials JL

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

3-1-18
Date

Janet Laatsch
Name: Janet Laatsch
Title: CEO



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

- I. “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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health and Human Services
The State

[Signature]
Signature of Authorized Representative

LISA MORRIS
Name of Authorized Representative

DIRECTOR, DPHS
Title of Authorized Representative

3/16/18
Date

Greater Seacoast Community Health
Name of the Contractor

[Signature]
Signature of Authorized Representative

Janet Laatsch
Name of Authorized Representative

CEO
Title of Authorized Representative

3-1-18
Date



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

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

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

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

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

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

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

Contractor Name:

Name: Janet Laatsch
Title: CEO

3-1-18
Date



FORM A

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

1. The DUNS number for your entity is: 780054164

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: _____



Exhibit K

DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information 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 Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
 - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
 - 2.2. 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.).
 - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.5. 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.
 - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of 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.
 - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "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.

Breach notifications will be sent to the following email addresses:

 - 2.7.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
 - 2.7.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
 - 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor 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 vendor 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, or otherwise physically destroying the media (for example, degaussing). The vendor 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 the vendor prior to destruction.

- 2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor 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 vendor, including breach notification requirements.
3. The vendor 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 vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Department's discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor 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 appropriate authorized data owner or leadership member within the Department.
6. 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.

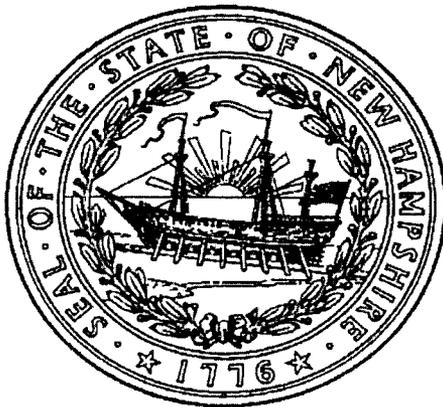
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GREATER SEACOAST COMMUNITY HEALTH is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 18, 1971. 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: 65587



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of March A.D. 2018.

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

William M. Gardner
Secretary of State

**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 FAMILIES FIRST OF THE GREATER SEACOAST is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 28, 1986. 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: 101090



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of April A.D. 2017.

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

William M. Gardner
Secretary of State

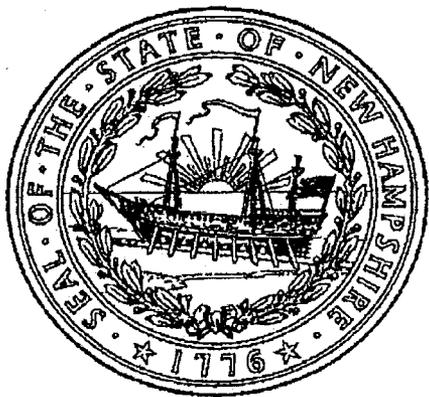
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GOODWIN COMMUNITY HEALTH is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 18, 1971. 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: 65587



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of April A.D. 2017.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Valerie Goodwin, of Greater Seacoast Community Health, do hereby certify that:

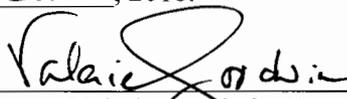
1. I am the duly elected Board Chair of Greater Seacoast Community Health;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of Greater Seacoast Community Health, duly held on January 22, 2018;

Resolved: That this corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services for the provision of Public Health Services.

Resolved: That the Chief Executive Officer, Janet Laatsch, is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of March 1st, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand as the Board Chair of Greater Seacoast Community Health this 1st day of March, 2018.

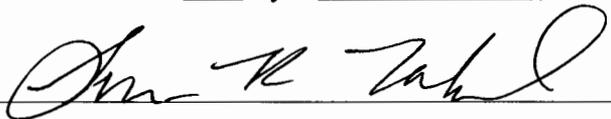


Valerie Goodwin, Board Chair

STATE OF NH

COUNTY OF STRAFFORD

The foregoing instrument was acknowledged before me this 1st day of March, 2018 by Valerie Goodwin.



Notary Public/Justice of the Peace

My Commission Expires: _____

SIMONE R. TALBOT, Notary Public
State of New Hampshire
My Commission Expires September 13, 2022



GOODCOM-01

LMICHALS

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
03/02/2018

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 # AGR8150 Clark Insurance One Sundial Ave Suite 302N Manchester, NH 03103	CONTACT NAME: Lorraine Michals, CIC PHONE (A/C, No, Ext): (603) 716-2362 FAX (A/C, No): (603) 622-2854 E-MAIL ADDRESS: lmichals@clarkinsurance.com
INSURER(S) AFFORDING COVERAGE	
INSURED	NAIC #
Greater Seacoast Community Health 311 Route 108 Somersworth, NH 03878	INSURER A: Tri-State Insurance Company of Minnesota 31003 INSURER B: Acadia 31325 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ADV5212020-13	07/31/2017	07/31/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP. (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ADV5212020-13	07/31/2017	07/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$			CUA5214125-12	07/31/2017	07/31/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ 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**CANCELLATION**
 NH Department of Health and Human Services
 29 Hazen Drive
 Concord, NH 03301

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)

03/02/2018

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 Tobey & Merrill Insurance 20 High Street Hampton NH 03842-2214	CONTACT NAME: Edward Jackson	PHONE (A/C, No, Ext): (603)926-7655	FAX (A/C, No): (603)926-2135
	E-MAIL ADDRESS: edward@tobeymerill.com		
INSURED Greater Seacoast Community Health 311 NH-108 Somersworth NH 03878	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Technology Insurance		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES

CERTIFICATE NUMBER: CL183205515

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TWC3672195	12/29/2017	01/01/2019	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

NH DHHS 29 Hazen Drive Concord NH 03301	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 

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Goodwin
Community Health

Mission

To provide exceptional
health care that is
accessible to all people
in the community.

Board Approved on 6-11-2015

Greater Seacoast Community Health

FY 2018

FINANCIAL PACKAGE FOR THE PERIOD ENDING

January-18

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**Greater Seacoast Community Health
d/b/a Goodwin Community Health
BALANCE SHEET**

FY2018

For the Period Ending: Jan 2018

	FY 2018 Actuals As of: Jan 2018	FY 2018 Actuals As of: Dec 2017	FY 2018 Actuals As of: Jan 2018	FY 2018 Actuals As of: Dec 2017
ASSETS				
Current Assets				
Cash and Cash Equivalents	3,284,764	3,379,361		113,785
Patient Receivables	842,722	841,822		316,514
Allowance for Doubtful Accounts	(214,292)	(210,826)		14,078
Contractual Allowance	(131,758)	(95,414)		295,928
340B Receivables	148,687	158,090		0
State, Federal, Local, and Dental Grants	610,418	598,665		11,728
Pledges Receivable	2,500	2,500		7,386
Miscellaneous Accounts Receivable	11,315	14,565		0
Pharmacy Receivables	118,531	110,878		759,420
Pharmacy Inventory	266,795	244,854		
Prepaid Expense	28,837	30,659		
Total Current Assets	4,968,520	5,075,153		619,928
Property and Equipment				
Computers	614,292	614,292		10,467,402
Equipment - Office	337,414	337,414		130,335
Equipment - Medical	601,277	601,277		0
Leasehold Improvements	49,030	49,030		737,517
Land	718,427	718,427		11,304,733
Building	5,849,268	5,849,268		
Accumulated Depreciation	(2,308,571)	(2,286,691)		
Total Property and Equipment	5,861,138	5,883,018		\$759,420
Long Term Assets				
Capital Contribution - BiState MSO	20,298	20,298		10,467,402
Long Term Investment - Granite Bay	1,105,227	1,085,684		130,335
Total Long Term Assets	1,125,525	1,105,982		0
Total Assets	11,955,183	12,064,153		11,304,733
LIABILITIES				
Current Liabilities				
Accounts Payable			98,381	113,785
Accrued Earned Time			340,939	316,514
Payroll Liabilities			13,573	14,078
Accrued Payroll			30,345	295,928
Accrued Payroll Taxes			7,193	0
Accrued Expenses			23,113	11,728
Deferred Revenue			106,385	7,386
Current Portion Debt			0	0
Total Current Liabilities			619,928	759,420
Long-term Liabilities				
N/A			0	0
Total Long-Term Liabilities			0	0
Total Liabilities			\$619,928	\$759,420
NET ASSETS				
Net Assets				
Fund Balance & Board Designated-Unrestricted			10,467,402	10,467,402
Fund Balance-Temporarily Restricted			130,335	130,335
Temporarily Restricted Net Assets			0	0
YTD Period Surplus (Deficit)			737,517	706,996
Total Net Assets			11,335,254	11,304,733
Total Liabilities & Net Assets			11,955,182	\$12,064,153

**Greater Seacoast Community Health
d/b/a Families First of the Greater Seacoast
BALANCE SHEET**

FY2018

For the Period Ending: Jan 2018

	FY 2018 Actuals As of: Jan 2018	FY 2018 Actuals As of: Dec 2017	FY 2018 Actuals As of: Jan 2018	FY 2018 Actuals As of: Dec 2017
ASSETS				
Current Assets				
1 Cash and Cash Equivalents	751,299	592,313	160,884	155,665
Board-Designated Fund	0	10	357,367	0
Cash Held for Bottomline Event	0	0	71,830	82,520
A/R (Net of Allowance)	434,791	366,641	461,540	420,252
Grants Receivable	523,172	409,370	252,000	252,000
Donor Pledges	310,389	343,893	0	(10)
Less Endowment Allowance	(2,000)	(2,000)	0	0
Medicare Cost Settlement	0	11,700	0	0
Prepaid Expense	19,770	21,606	0	0
Total Current Assets	2,037,421	1,743,533	1,303,621	910,427
Property and Equipment				
Equipment and Furnishings	658,352	658,352	1,222,765	1,222,765
Mobile Vans	476,039	476,039	66,360	66,360
Leasehold Improvements	228,303	228,303	469,318	469,318
Less Accumulated Depreciation	(813,007)	(803,599)	1,232,044	1,232,044
Total Property and Equipment	549,687	559,095	2,951,161	3,007,657
Long Term Assets				
Investments in Bistate MSO LLC	20,298	20,298	0	0
Investments	1,647,376	1,595,158	(39,326)	17,170
Total Long Term Assets	1,667,674	1,615,456	4,254,782	\$3,918,084
Total Assets	4,254,782	3,918,084	4,254,782	\$3,918,084
LIABILITIES				
Current Liabilities				
Accounts Payable		592,313		155,665
Due to Goodwin		10		0
Patient Deposits		0		82,520
Accrued Compensation		366,641		420,252
Deferred Revenue		409,370		252,000
Line of Credit/Overdraft Protection		343,893		(10)
Total Current Liabilities		2,000		910,427
Long-term Liabilities				
N/A		11,700		0
Total Long-Term Liabilities		21,606		0
Total Liabilities		1,743,533		\$910,427
NET ASSETS				
Net Assets				
Unrestricted Net Assets		658,352		1,222,765
Board Designated Net Assets		476,039		66,360
Temp. Restricted Net Assets		228,303		469,318
Perm. Restricted Net Assets		(803,599)		1,232,044
Net Surplus/(Deficit)		559,095		17,170
Total Net Assets		1,615,456		3,007,657
Total Liabilities & Net Assets		3,918,084		\$3,918,084

Greater Seacoast Community Health
FY 2018
INCOME STATEMENT (Month & YTD Budget Comparisons)
For the Period Ending: Jan 2018

	Current Month Jan 2018			Prior Month Comparative Actual		Year-to-Date Jan 2018			Year-to-Date Jan 2017			
	Actual	Budget	Variance	% Change	Dec-17	% Change	Actual	Budget	Variance	% Change	Actual	% Change
Revenues												
Grants	594,447	603,317	(8,869)	-1%	735,770	-19%	4,133,593	4,266,207	(132,615)	-3%	3,795,985	9%
Community Support	78,815	103,921	(25,106)	-24%	214,317	-63%	688,672	743,346	(54,674)	-7%	693,896	-1%
Total Grants & Community Support	673,263	707,238	(33,975)	-5%	950,087	-29%	4,822,265	5,009,553	(187,289)	-4%	4,489,881	7%
Patient Services	1,160,214	890,663	269,551	30%	971,994	19%	7,435,761	6,362,318	1,073,443	17%	6,928,837	7%
Patient Services Adjustments	(384,656)	(132,391)	(252,265)	191%	(264,779)	45%	(1,964,933)	(925,388)	(1,039,545)	112%	(1,900,101)	3%
Contractual Adjustments	(35,931)	(3,975)	(31,956)	804%	25,216	-242%	(43,471)	(27,825)	(15,646)	56%	(40,415)	8%
Bad Debt Expense	(56,080)	(31,255)	(24,825)	79%	(59,919)	-6%	(299,421)	(218,533)	(80,888)	37%	(220,571)	36%
Total Net Patient Service Revenue	683,547	723,042	(39,495)	-5%	672,512	2%	5,127,936	5,190,572	(62,636)	-1%	4,767,751	8%
340B Revenue	110,528	84,000	26,528	32%	123,086	-10%	802,091	588,000	214,091	36%	699,001	15%
340B Adjustments	(18,188)	(16,500)	(1,688)	10%	(22,932)	-21%	(150,575)	(115,500)	(35,075)	30%	(125,808)	20%
Net 340 Revenue	92,340	67,500	24,840	37%	100,154	-8%	651,516	472,500	179,016	38%	573,193	14%
Pharmacy Revenue	202,309	162,725	39,584	24%	187,705	8%	1,358,337	1,054,375	303,962	29%	739,536	84%
Pharmacy Adjustments	(140,559)	(99,052)	(41,507)	42%	(123,445)	14%	(948,390)	(643,806)	(304,584)	47%	(462,499)	105%
Net Pharmacy Revenue	61,750	63,673	(1,923)	-3%	64,260	-4%	409,947	410,569	(622)	0%	277,037	48%
Investment Income	22,509	5,000	17,509	100%	20,475	10%	103,935	35,000	68,935	100%	24,394	326%
Other / Miscellaneous	6,696	6,788	(92)	-1%	4,160	61%	78,287	52,753	25,534	48%	86,124	-9%
Total Revenues	1,540,105	1,573,241	-33,136	-2%	1,811,647	-15%	11,193,885	11,170,947	22,938	0%	10,218,381	10%
Expenses												
Personnel	1,295,886	1,255,847	40,039	3%	1,202,066	8%	8,263,242	8,650,857	(387,615)	-4%	7,160,392	15%
Administrative	53,283	57,390	(4,107)	-7%	59,239	-10%	417,415	401,976	15,439	4%	355,445	17%
Clinical	105,976	106,790	(814)	-1%	206,054	-49%	880,070	778,016	102,054	13%	735,830	20%
Facility	47,751	53,633	(5,882)	-11%	49,450	-3%	299,826	354,979	(55,153)	-16%	271,718	10%
Business Expense	30,253	31,028	(775)	-2%	36,951	-18%	260,613	259,799	814	0%	264,156	-1%
Equipment/Computer	54,494	46,229	8,265	18%	45,754	19%	314,330	320,601	(6,271)	-2%	305,543	3%
Total Expenses	1,587,643	1,550,917	36,726	2%	1,599,515	-1%	10,435,496	10,766,228	(330,732)	-3%	9,093,084	15%
Surplus (Deficit) before depr	(47,539)	22,324	(69,862)	-313%	212,132	-122%	758,389	404,719	353,670	87%	1,125,297	-33%
Other (Income)/Expense												
Depreciation Expense	31,289	26,958	4,331	16%	31,211	0%	218,535	188,704	29,831	16%	199,833	9%
Unrealized/Realized (Gain)/Loss	(51,218)	0	0	#DIV/0!	(8,076)	534%	(158,334)	0	(158,334)	#DIV/0!	(51,905)	205%
Total Other (Income)/Expense	(19,929)	26,958	4,331	16%	23,135	-186%	60,201	188,704	(128,503)	-68%	147,928	-59%
Total Expenses	1,567,714	1,577,875	(10,161)	-1%	1,622,650	-3%	10,495,698	10,954,932	(459,234)	-4%	9,241,012	14%
Surplus (Deficit)	(27,610)	(4,634)	(22,975)	496%	188,997	-115%	698,188	216,015	482,172	223%	977,369	-29%

Greater Seacoast Community Health
FY 2018
FOOTNOTES
For the Period Ending: Jan 2018

BALANCE SHEET FOOTNOTES - GOODWIN COMMUNITY HEALTH

BALANCE SHEET FOOTNOTES - FAMILIES FIRST OF THE GREATER SEACOAST

- 1 TD Bank operating account reconciliations from July 2017 to January 2018 are not finalized; 98% complete.
- 2 Contributions and fundraising pledge reconciliation from July 2017 to January 2018 are not finalized.

INCOME STATEMENT FOOTNOTES

- 1 General operating = \$48,000; SOS general = \$2,000; WDH SOS recovery center donation = \$11,100; Caring Community = \$4,000; Joyce Grossi Fund = \$1,450; BANFF = \$5,000
Donated services = \$500
- 2 Families First patient revenue is budgeted net of adjustments by financial class
- 3 Goodwin wages are overbudget by \$30k for the month. 1.0FTE billing position is only one vacant from new positions budgeted at the beginning of the fiscal year, the position is filled as of 4/2/18.
A temporary 1.0FTE population health specialist to 6/30/18 with funds from a grant not budgeted (HRSA quality) and two 0.5FTE Recovery Support Workers for SOS with funds from a grant not budgeted (HRSA aims).
- 4 Investment revenue budgeted at \$5,000 for Goodwin and no revenue was budgeted for Families First investments.
- 5 \$10,000 in non budgeted computer expenses paid for by HRSA quality grant; upgraded workstations for dental, laptops for finance and billing manager and accounting software license
- 6 Families First depreciation expense was budgeted at 50% of the actual cost for FY2018.

Greater Seacoast Community Health

FY 2018

ACCOUNTS PAYABLE / ACCOUNTS RECEIVABLE AGING

For the Period Ending: Jan 2018

TRADE ACCOUNTS PAYABLE		As of: Jan 2018		As of: Dec 2017	
		Amount	Percentage	Amount	Percentage
DAYS AGING					
0 - 30	Amount	256,872	99%	267,452	99%
	Percentage				
31 - 60	Amount	394	0%	-	0%
	Percentage				
61 - 90	Amount	-	0%	-	0%
	Percentage				
91 +	Amount	1,998	1%	1,998	1%
	Percentage				
GRAND TOTAL - ACCOUNTS PAYABLE		\$ 259,265		\$ 269,450	

PATIENT ACCOUNTS RECEIVABLE		As of: Jan 2018		As of: Dec 2017	
		Amount	Percentage	Amount	Percentage
DAYS AGING					
Suspended Credits		(120,431)	-9%	(121,578)	-13%
0 - 30	Amount	730,734	56%	463,581	62%
	Percentage				
31 - 60	Amount	129,235	10%	129,054	10%
	Percentage				
61 - 90	Amount	111,112	9%	86,482	8%
	Percentage				
90-120	Amount	100,801	8%	56,936	7%
	Percentage				
120 +	Amount	344,316	27%	221,729	26%
	Percentage				
GRAND TOTAL - ACCOUNTS RECEIVABLE		\$ 1,295,768		\$ 836,204	

Goodwin only data

Millbrook Accounts Receivable Aging

	0-30	31-60	61-90	91-120	120+	Total
Insurance	229,855	23,255	15,265	13,033	25,356	306,765
Maine Medicaid	8,746	444	444	0	(4)	9,630
Medicaid	202,859	1,941	6,188	4,359	5,532	220,879
Medicare	153,014	4,233	2,279	1,203	(2,038)	158,691
Insurance A/R Total	594,474	29,874	24,176	18,595	28,846	695,964
Self-Pay	51,646	71,033	61,467	62,217	226,661	473,024
					Total:	1,168,988

Insurance Account Receivable Prior Year Comparison

	0-30	31-60	61-90	91-120	120+
Jan-18	594,474	29,874	24,176	18,595	28,846
Jan-17	382,620	133,648	20,784	9,785	19,081
increase/(decrease)	211,854	(103,774)	3,393	8,809	9,765
% increase/(decrease)	55%	-78%	16%	90%	51%

Goodwin only data; will update historical data with 2/2018 update

Self Pay Account Receivable Prior Year Comparison

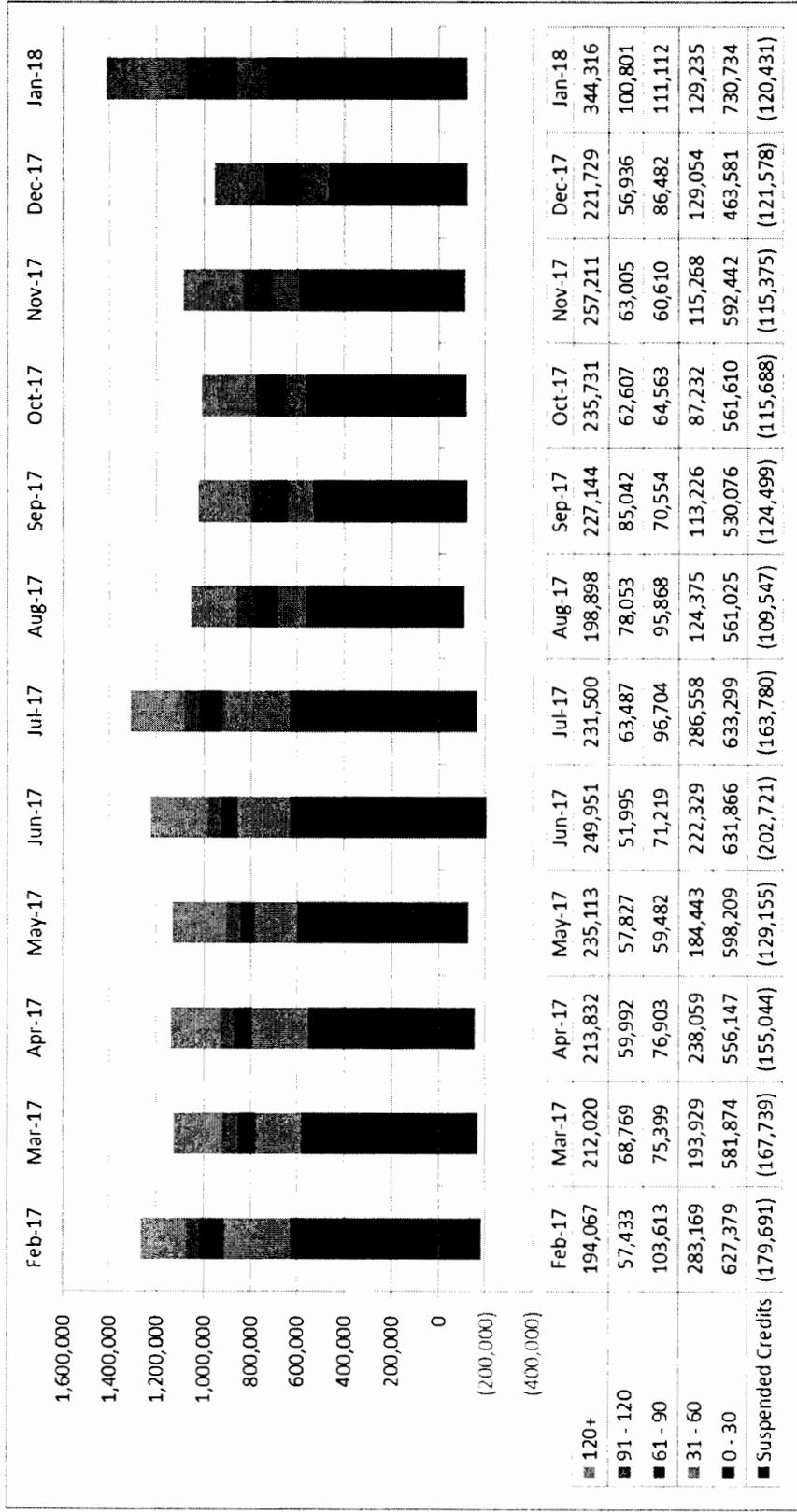
	0-30	31-60	61-90	91-120	120+
Jan-18	51,646	71,033	61,467	62,217	226,661
Jan-17	55,757	37,868	35,772	33,659	45,505
increase/(decrease)	(4,111)	33,165	25,695	28,558	181,156
% increase/(decrease)	-7%	88%	72%	85%	398%

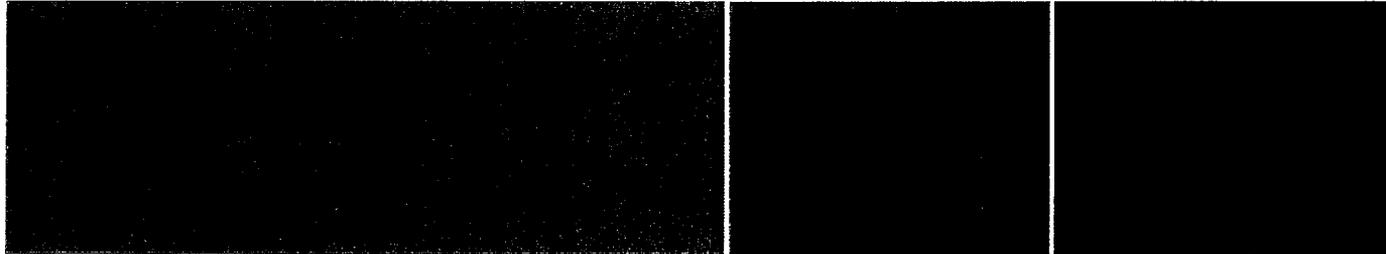
Goodwin only data; will update historical date with 2/2018 update

Dentrix Accounts Receivable Aging Detail

	Suspended Credits	0-30	31-60	61-90	91-120	120+	Total
Jan-18	(120,431)	84,614	28,329	25,469	19,990	88,809	167,604
Jan-17	(145,103)	118,586	62,328	19,686	17,970	111,849	168,431
increase/(decrease)	24,672	(33,971)	(33,999)	5,783	2,020	(23,040)	(828)
% increase/(decrease)	-17%	-29%	-55%	29%	11%	-21%	0%

Greater Seacoast Community Health Total Accounts Receivable





Families First

support for families...health care for all

FINANCIAL STATEMENTS

June 30, 2017 and 2016

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
Families First of the Greater Seacoast

We have audited the accompanying financial statements of Families First of the Greater Seacoast, which comprise the balance sheets as of June 30, 2017 and 2016, and the related statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free 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 above present fairly, in all material respects, the financial position of Families First of the Greater Seacoast as of June 30, 2017 and 2016, and the results of its operations, changes in its net assets and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Emphasis-of-Matter

As discussed in Note 1 to the financial statements under the heading *subsequent events*, Families First of the Greater Seacoast is anticipated to merge into Goodwin Community Health effective January 1, 2018.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
December 13, 2017

FAMILIES FIRST OF THE GREATER SEACOAST

Balance Sheets

June 30, 2017 and 2016

ASSETS

	<u>2017</u>	<u>2016</u>
Current assets		
Cash and cash equivalents	\$ 498,178	\$ 726,265
Patient accounts receivable, less allowance for uncollectible accounts of \$72,858 in 2017 and \$62,155 in 2016	357,710	337,248
Grants receivable	154,607	85,670
Pledges receivable	245,354	197,507
Other current assets	<u>73,669</u>	<u>36,247</u>
Total current assets	1,329,518	1,382,937
Investments	213,182	156,031
Investment in limited liability company	20,298	16,204
Assets limited as to use	1,529,899	1,450,076
Property and equipment, net	<u>574,959</u>	<u>573,466</u>
Total assets	<u>\$ 3,667,856</u>	<u>\$ 3,578,714</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	\$ 191,370	\$ 112,479
Accrued payroll and related expenses	407,226	463,760
Patient deposits	76,773	58,215
Deferred revenue	<u>2,001</u>	<u>35,501</u>
Total current liabilities and total liabilities	<u>677,370</u>	<u>669,955</u>
Net assets		
Unrestricted	1,122,118	1,238,753
Temporarily restricted	640,418	469,319
Permanently restricted	<u>1,227,950</u>	<u>1,200,687</u>
Total net assets	<u>2,990,486</u>	<u>2,908,759</u>
Total liabilities and net assets	<u>\$ 3,667,856</u>	<u>\$ 3,578,714</u>

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

FAMILIES FIRST OF THE GREATER SEACOAST

Statements of Operations

Years Ended June 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Operating revenue		
Patient service revenue	\$ 2,569,065	\$ 2,627,125
Provision for bad debts	<u>(59,565)</u>	<u>(63,508)</u>
Net patient service revenue	2,509,500	2,563,617
Grants and contracts	1,674,814	1,689,549
Contributions	963,634	1,003,671
Equity in earnings of limited liability company	4,094	15,704
Other operating revenue	46,543	68,811
Net assets released from restrictions for operations	<u>1,213,483</u>	<u>840,222</u>
Total operating revenue	<u>6,412,068</u>	<u>6,181,574</u>
Operating expenses		
Salaries and benefits	4,815,840	4,389,821
Other operating expenses	1,629,041	1,507,681
Depreciation	<u>104,785</u>	<u>83,306</u>
Total operating expenses	<u>6,549,666</u>	<u>5,980,808</u>
Operating (loss) income	<u>(137,598)</u>	<u>200,766</u>
Non-operating revenue and gains (losses)		
Investment income	5,916	3,057
Change in fair value of investments	<u>14,337</u>	<u>(5,851)</u>
Total non-operating revenue and gains (losses)	<u>20,253</u>	<u>(2,794)</u>
(Deficit) excess of revenue over expenses	(117,345)	197,972
Grants and contributions received for capital acquisition	27,973	125,000
Reclassification to permanently restricted net assets	<u>(27,263)</u>	<u>-</u>
(Decrease) increase in unrestricted net assets	<u>\$ (116,635)</u>	<u>\$ 322,972</u>

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

FAMILIES FIRST OF THE GREATER SEACOAST

Statements of Changes in Net Assets

Years Ended June 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Unrestricted net assets		
(Deficit) excess of revenue over expenses	\$ (117,345)	\$ 197,972
Grants and contributions received for capital acquisition	27,973	125,000
Reclassification to permanently restricted net assets	<u>(27,263)</u>	<u>-</u>
(Decrease) increase in unrestricted net assets	<u>(116,635)</u>	<u>322,972</u>
Temporarily restricted net assets		
Contributions	1,232,559	698,982
Investment income	33,195	25,187
Change in fair value of investments	118,828	(46,053)
Net assets released from restrictions for operations	<u>(1,213,483)</u>	<u>(840,222)</u>
Increase (decrease) in temporarily restricted net assets	<u>171,099</u>	<u>(162,106)</u>
Permanently restricted net assets		
Reclassification from unrestricted net assets	<u>27,263</u>	<u>-</u>
Increase in permanently restricted net assets	<u>27,263</u>	<u>-</u>
Change in net assets	81,727	160,866
Net assets, beginning of year	<u>2,908,759</u>	<u>2,747,893</u>
Net assets, end of year	<u>\$ 2,990,486</u>	<u>\$ 2,908,759</u>

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

FAMILIES FIRST OF THE GREATER SEACOAST

Statements of Cash Flows

Years Ended June 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Cash flows from operating activities		
Change in net assets	\$ 81,727	\$ 160,866
Adjustments to reconcile change in net assets to net cash (used) provided by operating activities		
Provision for bad debts	59,565	63,508
Depreciation	104,785	83,306
Equity in earnings of limited liability company	(4,094)	(15,704)
Restricted contributions for long-term purposes	(27,973)	(125,000)
Change in fair value of investments	(133,165)	51,904
(Increase) decrease in the following assets:		
Patient accounts receivable	(80,027)	(102,924)
Grants receivable	(68,937)	(13,048)
Pledges receivable	(47,847)	77,960
Other current assets	(37,422)	(9,646)
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	78,891	59,899
Accrued payroll and related expenses	(56,534)	150,575
Patient deposits	18,558	10,293
Deferred revenue	(33,500)	(24,699)
Net cash (used) provided by operating activities	<u>(145,973)</u>	<u>367,290</u>
Cash flows from investing activities		
Capital acquisitions	(106,278)	(237,989)
Purchase of investments	(417,123)	(28,742)
Proceeds from the sale of investments	<u>413,314</u>	<u>150,036</u>
Net cash used by investing activities	<u>(110,087)</u>	<u>(116,695)</u>
Cash flows from financing activities		
Restricted contributions for long-term purposes	<u>27,973</u>	<u>125,000</u>
Net (decrease) increase in cash and cash equivalents	(228,087)	375,595
Cash and cash equivalents, beginning of year	<u>726,265</u>	<u>350,670</u>
Cash and cash equivalents, end of year	<u>\$ 498,178</u>	<u>\$ 726,265</u>

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

FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2017 and 2016

1. Summary of Significant Accounting Policies

Organization

Families First of the Greater Seacoast (Organization) is a non-stock, not-for-profit corporation organized in New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) which provides comprehensive medical and family support services, including primary care, dental, well child care, substance abuse counseling, parenting education, and home visitation programs to residents of the Seacoast region (New Hampshire and Maine).

Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Organization is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (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. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and petty cash funds and exclude amounts whose use is limited by Board designation or donor-imposed restrictions.

Allowance for Uncollectible Accounts

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectibility of patient accounts receivable, the Organization analyzes its past history and identifies trends for each funding source. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts. The Organization has not changed its methodology for estimating the allowance for uncollectible accounts.

FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2017 and 2016

A reconciliation of the allowance for uncollectible accounts at June 30 is as follows:

	<u>2017</u>	<u>2016</u>
Balance, beginning of year	\$ 62,155	\$ 54,489
Provision	59,565	63,508
Write-offs	<u>(48,862)</u>	<u>(55,842)</u>
Balance, end of year	<u>\$ 72,858</u>	<u>\$ 62,155</u>

Grants Receivable

Grants receivable are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

Investments

The Organization reports investments at fair value. Investments include donor endowment funds and board-designated assets. Accordingly, investments have been classified as non-current assets on the accompanying balance sheet regardless of maturity or liquidity. The Organization has established policies governing long-term investments, which are held within several investment accounts, based on the purposes for those investment accounts and their earnings.

Investment income and the change in fair value are included in the (deficit) excess of revenue over expenses, unless otherwise stipulated by the donor or State Law.

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

Investment in Limited Liability Company

The Organization is one of eight members who have each made a capital contribution of \$500 to Primary Health Care Partners, LLC (PHCP) during 2015. The Organization's investment in PHCP is reported using the equity method and the investment amounted to \$20,298 and \$16,204 at June 30, 2017 and 2016, respectively.

Assets Limited As To Use

Assets limited as to use include assets designated by the Board of Directors for future use and donor-restricted contributions to be held in perpetuity.

FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2017 and 2016

Property and Equipment

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

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as unrestricted net assets and excluded from the (deficit) excess of revenue over expenses unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted net assets. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Patient Deposits

Patient deposits consist of payments made by patients in advance of significant dental work based on quotes for the work to be performed.

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets include contributions and grants for which donor-imposed restrictions have not been met. Assets are released from restrictions as expenditures are made in line with restrictions called for under the terms of the donor.

Permanently restricted net assets have been restricted by donors to be maintained by the Organization in perpetuity, the income of which is primarily available for operations.

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

Charity Care

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue.

FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2017 and 2016

Donated Goods and Services

Various program help and support for the daily operations of the Organization's programs were provided by the general public of the communities served by the Organization. Donated supplies and services are recorded at their estimated fair values on the date of receipt. Donated supplies and services amounted to \$329,396 and \$294,007 for the years ended June 30, 2017 and 2016, respectively.

Donor-Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is received. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statements of operations as "net assets released from restrictions."

Promises to Give

Unconditional promises to give that are expected to be collected in future years are recorded at the present value of their estimated future cash flows. Given the short term nature of the pledges, they are not discounted and no reserve for uncollectible pledges has been established. Conditional promises to give are not included as support until the conditions are substantially met.

Functional Expenses

The Organization provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

	<u>2017</u>	<u>2016</u>
Program services	\$ 5,793,757	\$ 5,202,419
Administrative and general	603,067	621,430
Fundraising	<u>152,842</u>	<u>156,959</u>
Total	<u>\$ 6,549,666</u>	<u>\$ 5,980,808</u>

FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2017 and 2016

(Deficit) Excess of Revenue Over Expenses

The statements of operations reflect the (deficit) excess of revenue over expenses. Changes in unrestricted net assets which are excluded from the (deficit) excess of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through December 13, 2017, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

In accordance with a Board-approved merger agreement dated August 1, 2017 and a plan of merger dated November 8, 2017, the operations of the Organization will merge into Goodwin Community Health on January 1, 2018. Goodwin Community Health will be the surviving entity with the new legal business name of Greater Seacoast Community Health. The Organization is awaiting written approval of the proposed merger from the Health Resources Services Administration.

2. Investments and Assets Limited as to Use

Investments, stated at fair value, consisted of the following:

	<u>2017</u>	<u>2016</u>
Long-term investments	\$ 213,182	\$ 156,031
Assets limited as to use	<u>1,529,899</u>	<u>1,450,076</u>
 Total investments	 <u>\$ 1,743,081</u>	 <u>\$ 1,606,107</u>

Assets limited as to use are restricted for the following purposes::

	<u>2017</u>	<u>2016</u>
Designated by the governing board For future use	\$ 44,471	\$ 73,142
Donor-restricted endowment		
Temporarily restricted earnings	257,478	176,247
Permanently restricted principal	<u>1,227,950</u>	<u>1,200,687</u>
 Total	 <u>\$ 1,529,899</u>	 <u>\$ 1,450,076</u>

FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2017 and 2016

Fair Value of Financial Instruments

Financial Accounting Standards Board Accounting Standards Codification (FASB ASC) Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The fair value hierarchy within FASB ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

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

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

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

The following table sets forth by level, within the fair value hierarchy, the Organization's investments at fair value:

	<u>Investments at Fair Value as of June 30, 2017</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Money market funds	\$ 6,461	-	-	6,461
Mutual funds	<u>1,736,620</u>	-	-	<u>1,736,620</u>
Total investments	<u>\$ 1,743,081</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,743,081</u>
	<u>Investments at Fair Value as of June 30, 2016</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Money market funds	6,504	-	-	6,504
Mutual funds	<u>1,599,603</u>	-	-	<u>1,599,603</u>
Total investments	<u>\$ 1,606,107</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,606,107</u>

FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2017 and 2016

Investment income and gains (losses) for cash equivalents and investments consist of the following:

	<u>2017</u>	<u>2016</u>
Unrestricted net assets		
Investment income	\$ 5,916	\$ 3,057
Change in fair value of investments	14,337	(5,851)
Restricted net assets		
Investment income	33,195	25,187
Change in fair value of investments	<u>118,828</u>	<u>(46,053)</u>
Total	<u>\$ 172,276</u>	<u>\$ (23,660)</u>

3. Pledges Receivable

Pledges receivable consisted of the following:

	<u>2017</u>	<u>2016</u>
Scheduled amounts due in:		
Less than one year	<u>\$ 245,354</u>	<u>\$ 197,507</u>

Pledges receivable have not been discounted as the amount is not material to the financial statements as a whole. The Organization believes all pledges are fully collectible.

4. Property and Equipment

Property and equipment consisted of the following:

	<u>2017</u>	<u>2016</u>
Leasehold improvements	\$ 224,204	\$ 179,031
Furniture, fixtures, and equipment	<u>1,098,656</u>	<u>1,037,550</u>
Total cost	1,322,860	1,216,581
Less accumulated depreciation	<u>(747,901)</u>	<u>(643,115)</u>
Property and equipment, net	<u>\$ 574,959</u>	<u>\$ 573,466</u>

5. Line of Credit

The Organization has a \$250,000 line of credit with a local bank through May 2018. The line of credit is collateralized by accounts receivable. The interest rate at June 30, 2017 was 4.25%. There was no outstanding balance at June 30, 2017 and 2016.

FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2017 and 2016

6. Temporarily and Permanently Restricted Net Assets

Temporarily and permanently restricted net assets consisted of the following:

	<u>2017</u>	<u>2016</u>
Temporarily restricted		
Unrestricted pledges receivable	\$ 245,354	\$ 197,507
Program services	137,586	95,565
Endowment earnings	<u>257,478</u>	<u>176,247</u>
Total temporarily restricted	<u>\$ 640,418</u>	<u>\$ 469,319</u>
Permanently restricted		
Endowment	<u>\$ 1,227,950</u>	<u>\$ 1,200,687</u>

7. Endowments

Interpretation of Relevant Law

The Organization's endowments primarily consist of an investment portfolio managed by the Investment Sub-Committee. As required by U.S. GAAP, net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.

The Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as a donor-restricted endowment (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent donor-restricted endowment gifts and (c) accumulations to the donor-restricted endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund, if any, is classified as temporarily restricted net assets until those amounts are appropriated for expenditure in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund;
- (2) The purposes of the Organization and the donor-restricted endowment fund;
- (3) General economic conditions;
- (4) The possible effect of inflation and deflation;
- (5) The expected total return from income and the appreciation of investments;
- (6) Other resources of the Organization; and
- (7) The investment policies of the Organization.

FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2017 and 2016

Spending Policy

The Organization has a policy of appropriating for expenditure an amount equal to 5% of the endowment fund's average fair market value over the prior 20 quarters. The earnings on the endowment fund are to be used for operations.

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires the Organization to retain as a fund of perpetual duration. There were no such deficiencies as of June 30, 2017 and 2016.

Return Objectives and Risk Parameters

The Organization has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the Organization must hold in perpetuity. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed or meet designated benchmarks while incurring a reasonable and prudent level of investment risk.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Organization relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Organization targets a diversified asset allocation that places a balanced emphasis on equity-based and income-based investments to achieve its long-term return objectives within prudent risk constraints.

Endowment Net Asset Composition by Type of Fund

The endowment net asset composition by type of fund is as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
<u>2017</u>				
Donor-restricted endowment funds	\$ <u> -</u>	\$ <u> 257,478</u>	\$ <u>1,227,950</u>	\$ <u>1,485,428</u>
<u>2016</u>				
Donor-restricted endowment funds	\$ <u> -</u>	\$ <u> 176,247</u>	\$ <u>1,200,687</u>	\$ <u>1,376,934</u>

FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2017 and 2016

The Organization had the following endowment-related activities:

	<u>Unrestricted</u>	Temporarily <u>Restricted</u>	Permanently <u>Restricted</u>	<u>Total</u>
Endowment net assets, June 30, 2015	\$ -	\$ 267,234	\$ 1,200,687	\$ 1,467,921
Investment return				
Investment income	-	25,187	-	25,187
Change in fair value of investments	-	(46,053)	-	(46,053)
Appropriation of endowment assets for expenditures	<u>-</u>	<u>(70,121)</u>	<u>-</u>	<u>(70,121)</u>
Endowment net assets, June 30, 2016	-	176,247	1,200,687	1,376,934
Investment return				
Investment income	-	33,195	-	33,195
Change in fair value of investments	-	118,828	-	118,828
Reclassification	-	-	27,263	27,263
Appropriation of endowment assets for expenditures	<u>-</u>	<u>(70,792)</u>	<u>-</u>	<u>(70,792)</u>
Endowment net assets, June 30, 2017	<u>\$ -</u>	<u>\$ 257,478</u>	<u>\$ 1,227,950</u>	<u>\$ 1,485,428</u>

8. Patient Service Revenue

Patient service revenue follows:

	<u>2017</u>	<u>2016</u>
Medicare	\$ 263,092	\$ 267,336
Medicaid	1,489,762	1,595,264
Third-party payers and private pay	<u>816,211</u>	<u>764,525</u>
Total patient service revenue	<u>\$ 2,569,065</u>	<u>\$ 2,627,125</u>

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Organization believes that it is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2017 and 2016

A summary of the payment arrangements with major third-party payers follows:

Medicare

The Organization is reimbursed for the medical care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by Federal guidelines. Overall, reimbursement is subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through June 30, 2016.

Medicaid and Other Payers

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively-determined rates per visit, discounts from established charges and capitated arrangements for primary care services on a per-member, per-month basis.

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization charity care policy amounted to approximately \$1,355,000 and \$1,222,000 for the years ended June 30, 2017 and 2016, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

9. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 401(k) that covers substantially all employees. Employer discretionary contributions are funded at a percentage of eligible employees' salaries. The Organization contributed \$94,241 for the year ended June 30, 2016. The Organization did not incur expenses under the plan for the year ended June 30, 2017.

10. Concentration of Risk

The Organization receives a significant amount of grants from the U.S. Department of Health and Human Services (DHHS). As with all government funding, these grants are subject to reduction or termination in future years. For the years ended June 30, 2017 and 2016, grants from DHHS (including both direct awards and awards passed through other organizations) represented approximately 85% of grants and contracts.

FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2017 and 2016

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. The mix of medical patient service revenue receivables from patients and third-party payers was as follows as of June 30:

	<u>2017</u>	<u>2016</u>
Medicare	14 %	15 %
Medicaid	38 %	45 %
Other	<u>48 %</u>	<u>40 %</u>
	<u>100 %</u>	<u>100 %</u>

11. Commitments and Contingencies

Medical Malpractice Insurance

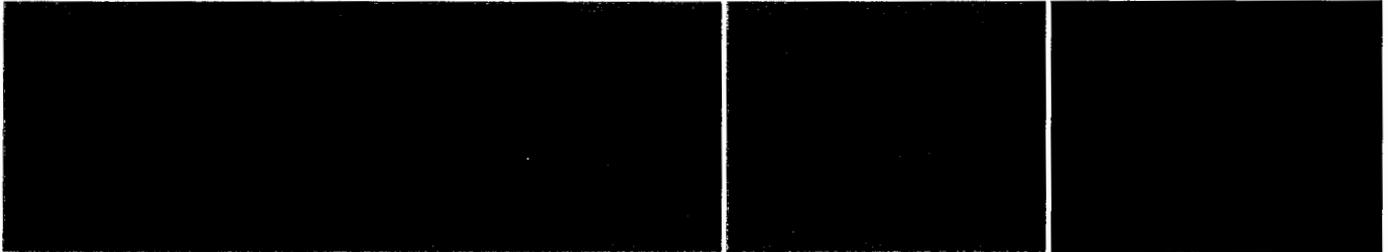
The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of the year ended June 30, 2017, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and additional medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

Leases

The Organization leases office space and certain other office equipment under noncancelable operating leases. Future minimum lease payments under these leases are as follows:

2018	\$ 172,023
2019	<u>88,212</u>
Total	<u>\$ 260,235</u>

Rental expense amounted to \$151,271 and \$142,017 for the years ended June 30, 2017 and 2016, respectively. Rent expense includes a charge per square foot for utilities and housekeeping services.



FINANCIAL STATEMENTS

June 30, 2017

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
Goodwin Community Health

We have audited the accompanying financial statements of Goodwin Community Health (the Organization), which comprise the balance sheet as of June 30, 2017, and the related statements of operations and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free 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 above present fairly, in all material respects, the financial position of Goodwin Community Health as of June 30, 2017, and the results of its operations, changes in its net assets and its cash flows for the year then ended, in accordance with U.S. generally accepted accounting principles.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
November 21, 2017

GOODWIN COMMUNITY HEALTH

Balance Sheet

June 30, 2017

ASSETS

Current assets	
Cash and cash equivalents	\$ 2,186,923
Patient accounts receivable, less allowance for uncollectible accounts of \$203,232	1,083,107
Grants receivable	902,280
Inventory	148,100
Other current assets	<u>14,841</u>
Total current assets	4,335,251
Investments	1,136,292
Investment in limited liability company	20,298
Property and equipment, net	<u>6,004,587</u>
Total assets	<u>\$11,496,428</u>

LIABILITIES AND NET ASSETS

Current liabilities	
Accounts payable and accrued expenses	\$ 161,654
Accrued payroll and related expenses	572,658
Patient deposits	117,232
Deferred revenue	<u>47,147</u>
Total current liabilities	898,691
Net assets	
Unrestricted	<u>10,597,737</u>
Total liabilities and net assets	<u>\$ 11,496,428</u>

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

GOODWIN COMMUNITY HEALTH

Statements of Operations and Changes in Net Assets

Year Ended June 30, 2017

Operating revenue and support	
Patient service revenue	\$ 7,797,344
Provision for bad debts	<u>(365,013)</u>
Net patient service revenue	7,432,331
Grants, contracts, and contributions	4,175,262
Equity in earnings of limited liability company	4,095
Other operating revenue	<u>49,854</u>
Total operating revenue and support	<u>11,661,542</u>
Operating expenses	
Salaries and benefits	7,887,304
Other operating expenses	2,464,700
Depreciation	247,515
Interest expense	<u>26,739</u>
Total operating expenses	<u>10,626,258</u>
Operating surplus	<u>1,035,284</u>
Other revenue and gains	
Investment income	18,122
Change in fair value of investments	<u>25,078</u>
Total other revenue and gains	<u>43,200</u>
Excess of revenue over expenses	1,078,484
Grants and contributions for capital acquisition	<u>203,073</u>
Increase in unrestricted net assets	1,281,557
Net assets, beginning of year	<u>9,316,180</u>
Net assets, end of year	<u>\$10,597,737</u>

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

GOODWIN COMMUNITY HEALTH

Statement of Cash Flows

Year Ended June 30, 2017

Cash flows from operating activities	
Change in net assets	\$ 1,281,557
Adjustments to reconcile change in net assets to net cash provided by operating activities	
Provision for bad debts	365,013
Depreciation	247,515
Equity in earnings of limited liability company	(4,095)
Change in fair value of investments	(25,078)
Grants and contributions for capital acquisition	(203,073)
(Increase) decrease in	
Patient accounts receivable	(523,289)
Grants receivable	(286,587)
Inventory	(90,349)
Other current assets	12,618
Increase in	
Accounts payable and accrued expenses	45,802
Accrued salaries and related amounts	89,076
Deferred revenue	47,147
Patient deposits	<u>16,948</u>
Net cash provided by operating activities	<u>973,205</u>
Cash flows from investing activities	
Capital acquisitions	(188,457)
Proceeds from sale of investments	101,276
Purchase of investments	<u>(1,010,296)</u>
Net cash used by investing activities	<u>(1,097,477)</u>
Cash flows from financing activities	
Grants and contributions for capital acquisition	203,073
Pay off of long-term debt	<u>(529,279)</u>
Net cash used by financing activities	<u>(326,206)</u>
Net decrease in cash and cash equivalents	(450,478)
Cash and cash equivalents, beginning of year	<u>2,637,401</u>
Cash and cash equivalents, end of year	<u>\$ 2,186,923</u>
Supplemental disclosures of cash flow information	
Cash paid for interest	\$ 26,739

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

GOODWIN COMMUNITY HEALTH

Notes to Financial Statements

June 30, 2017

1. Summary of Significant Accounting Policies

Organization

Goodwin Community Health (the Organization) is a non-stock, not-for-profit corporation organized in New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) which provides prenatal care, social support, and public health services to low-income persons.

Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Organization is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles require 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. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and petty cash funds.

Allowance for Uncollectible Accounts

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectability of patient accounts receivable, the Organization analyzes its past history and identifies trends for each funding source. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

GOODWIN COMMUNITY HEALTH

Notes to Financial Statements

June 30, 2017

A reconciliation of the allowance for uncollectible accounts at June 30, 2017 follows:

Balance, beginning of year	\$ 128,995
Provision	365,013
Write-offs	<u>(290,776)</u>
Balance, end of year	<u>\$ 203,232</u>

The increase in the allowance is primarily due to an increase in the amount due from patients with commercial insurance as a result of increased deductibles and co-pays.

Grants Receivable

Grants receivable are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

Inventory

Inventory consisting of pharmaceutical drugs is valued first-in, first-out method and is measured at the lower of cost or market.

Investments

The Organization reports investments at fair value and has elected to report all gains and losses in the excess of revenues over expenses to simplify the presentation of these amounts in the statement of operations. Investments include board-designated assets for future operations and other purposes as identified by the Board of Directors. Accordingly, investments have been classified as non-current assets on the accompanying balance sheet regardless of maturity or liquidity. The Organization has established policies governing long-term investments.

Investment income and the change in fair value are included in the excess of revenue over expenses, unless otherwise stipulated by the donor or State Law.

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

Investment in Limited Liability Company

The Organization is one of eight members who have each made a capital contribution of \$500 to Primary Health Care Partners, LLC (PHCP) during 2015. The Organization's investment in PHCP is reported using the equity method and the investment amounted to \$20,298 at June 30, 2017.

GOODWIN COMMUNITY HEALTH

Notes to Financial Statements

June 30, 2017

Property and Equipment

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

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as unrestricted net assets and excluded from the excess of revenues over expenses, unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted net assets. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Patient Deposits

Patient deposits consist of payments made by patients in advance of significant dental work based on quotes for the work to be performed.

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

Charity Care

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue.

340B Drug Pricing Program

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHC's and other identified entities at a reduced price. The Organization operates a pharmacy and also contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of the Organization and bill Medicare and commercial insurances on behalf of the Organization. Reimbursement received by the contracted pharmacies is remitted to the Organization, less dispensing and administrative fees. Gross revenue generated from the program is included in patient service revenue. Contracted expenses and drug costs incurred related to the program are included in other operating expenses. Expenses related to the operation of the Organization's pharmacy are categorized in the applicable operating expense classifications.

GOODWIN COMMUNITY HEALTH

Notes to Financial Statements

June 30, 2017

Donor-Restricted Gifts

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

Functional Expenses

The Organization provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

Program services	\$ 8,756,283
Administrative and general	1,536,687
Fundraising	<u>333,288</u>
Total	<u>\$10,626,258</u>

Excess of Revenue Over Expenses

The statement of operations reflects the excess of revenue over expenses. Changes in unrestricted net assets which are excluded from the excess of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through November 21, 2017, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

In accordance with a Board-approved merger agreement dated August 1, 2017 and a plan of merger dated November 8, 2017, the operations of Families First of the Greater Seacoast are anticipated to merge into the Organization on January 1, 2018. The Organization will be the surviving entity with the new legal business name of Greater Seacoast Community Health. The Organization is awaiting approval of the proposed merger by the State of New Hampshire and Health Resources Services Administration.

GOODWIN COMMUNITY HEALTH

Notes to Financial Statements

June 30, 2017

2. Investments and Fair Value Measurement

Financial Accounting Standards Board Accounting Standards Codification (FASB ASC) Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The fair value hierarchy within FASB ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

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

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

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

The following table sets forth by level, within the fair value hierarchy, the Organization's investments at fair value measured on a recurring basis:

	Investments at Fair Value as of June 30, 2017			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Cash and cash equivalents	\$ 270,317	\$ -	\$ -	\$ 270,317
Municipal bonds	-	242,319	-	242,319
Exchange traded funds	228,280	-	-	228,280
Mutual funds	<u>395,376</u>	-	-	<u>395,376</u>
Total investments	<u>\$ 893,973</u>	<u>\$ 242,319</u>	<u>\$ -</u>	<u>\$ 1,136,292</u>

Municipal bonds are valued based on quoted market prices of similar assets.

3. Property and Equipment

Property and equipment consisted of the following at June 30, 2017:

Land	\$ 718,427
Building and improvements	5,888,318
Furniture, fixtures, and equipment	<u>1,552,983</u>
Total cost	8,159,728
Less accumulated depreciation	<u>2,155,141</u>
Property and equipment, net	<u>\$ 6,004,587</u>

GOODWIN COMMUNITY HEALTH

Notes to Financial Statements

June 30, 2017

The Organization's facility was built and renovated with federal grant funding under the ARRA - Capital Improvement Program and ACA - Capital Development Program. In accordance with the grant agreements, a Notice of Federal Interest (NFI) was required to be filed in the appropriate official records of the jurisdiction in which the property is located. The NFI is designed to notify any prospective buyer or creditor that the Federal Government has a financial interest in the real property acquired under the aforementioned grant; that the property may not be used for any purpose inconsistent with that authorized by the grant program statute and applicable regulations; that the property may not be mortgaged or otherwise used as collateral without the written permission of the Associate Administrator of the Office of Federal Assistance Management (OFAM) and the Health Resources and Services Administration (HRSA); and that the property may not be sold or transferred to another party without the written permission of the Associate Administrator of OFAM and HRSA.

4. Patient Service Revenue

Patient service revenue is as follows:

	Year ended June 30, 2017			
	<u>Medical</u>	<u>Dental</u>	<u>Pharmacy</u>	<u>Total</u>
Medicare	\$ 726,055	\$ -	\$ 56,771	\$ 782,826
Medicaid	2,146,149	387,028	137,237	2,670,414
Third-party payers and self pay	<u>1,965,113</u>	<u>792,890</u>	<u>385,810</u>	<u>3,143,813</u>
Total	4,837,317	1,179,918	579,818	6,597,053
Contracted pharmacy revenue	-	-	<u>1,200,291</u>	<u>1,200,291</u>
Total patient service revenue	<u>\$ 4,837,317</u>	<u>\$ 1,179,918</u>	<u>\$ 1,780,109</u>	<u>\$ 7,797,344</u>

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Organization believes that it is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

GOODWIN COMMUNITY HEALTH

Notes to Financial Statements

June 30, 2017

A summary of the payment arrangements with major third-party payers follows:

Medicare

The Organization is reimbursed for the medical care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by Federal guidelines. Overall, reimbursement is subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through June 30, 2016.

Medicaid and Other Payers

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively-determined rates per visit, discounts from established charges and capitated arrangements for primary care services on a per-member, per-month basis.

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization charity care policy amounted to approximately \$479,000 for the year ended June 30, 2017.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

5. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 401(k) that covers substantially all employees. During 2017, contributions amounted to \$107,862.

6. Food Vouchers

The Organization acts as a conduit for the State of New Hampshire's Special Supplemental Food Program for Women, Infants and Children (WIC). The value of food vouchers distributed by the Organization was \$1,240,323 for the year ended June 30, 2017. These amounts are not included in the accompanying financial statements as they are not part of the contract the Organization has with the State of New Hampshire for the WIC program.

GOODWIN COMMUNITY HEALTH

Notes to Financial Statements

June 30, 2017

7. Concentration of Risk

The Organization has cash deposits in major financial institutions which exceed federal depository insurance limits. The financial institutions have a strong credit rating and management believes the credit risk related to these deposits is minimal.

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. At June 30, 2017, New Hampshire Medicaid represented 20%, and Medicare represented 18%, of gross accounts receivable. No other individual payer source exceeded 10% of the gross accounts receivable balance.

The Organization receives a significant amount of grants from the U.S. Department of Health and Human Services (DHHS). As with all government funding, these grants are subject to reduction or termination in future years. For the year ended June 30, 2017, grants from DHHS (including both direct awards and awards passed through other organizations) represented approximately 78% of grants, contracts, and contributions.

8. Malpractice Insurance

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of June 30, 2017, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

GREATER SEACOAST COMMUNITY HEALTH

Board of Directors Fiscal Year 2018

Name/Address	Phone/Email	Occupation
<u>Chair</u> Valerie Goodwin [REDACTED]	[REDACTED]	Business Consumer
<u>Vice Chair</u> Barbara Henry [REDACTED]	[REDACTED]	Retired Newspaper Publisher
<u>Board Treasurer</u> Mike Burke [REDACTED]	[REDACTED]	CPA
<u>Board Secretary</u> Jennifer Glidden [REDACTED]	[REDACTED]	DHHS Admin. Supervisor Consumer
Abigail Sykas Karoutas [REDACTED]	[REDACTED]	Attorney
Karin Barndollar [REDACTED]	[REDACTED]	Export Manager
Mark Boulanger [REDACTED]	[REDACTED]	CPA
Don Chick [REDACTED]	[REDACTED]	Photographer Consumer
Whitney Galeucia [REDACTED]	[REDACTED]	Consumer
Lisa Hall [REDACTED]	[REDACTED]	Retired Accountant
Jo Jordon [REDACTED]	[REDACTED]	Emergency Management
Mathurin Malby, MD [REDACTED]	[REDACTED]	Physician

Name/Address	Phone/Email	Occupation
Allison Neal [Redacted]	[Redacted]	Education Consultant Consumer
Thomas Newbold [Redacted]	[Redacted]	Retired Project Management
John Pelletier [Redacted]	[Redacted]	Retired Truck Driver/Veteran
Yulia Rothenberg [Redacted]	[Redacted]	Education Consultant Consumer
Linda Sanborn [Redacted]	[Redacted]	CPA
Kathy Scheu [Redacted]	[Redacted]	Medical/Laboratory Product Sales
Mary Schleyer [Redacted]	[Redacted]	Private Foundation Manager
Jeffrey Segil, MD [Redacted]	[Redacted]	Physician-OB/GYN
David B. Staples, DDS [Redacted]	[Redacted]	Dentist Consumer
Peter Whitman [Redacted]	[Redacted]	Real Estate Development

Georgina T. Clark

Education: Bachelor of Arts in Sociology, Regis College, Weston, MA

Work History:

- 5/00-Present** ***Project Director, Parent Information Center, Concord, NH***
Oversee NH State Improvement Grant focusing on building family/school partnerships
Provide technical assistance to parents and professionals on disability awareness and special education law
- 4/99-7/99** ***Scorer, National Computer Systems, Inc., Tucson, AZ***
Scored educational assessments
- 2/98-11/98** ***Resource Specialist, Parent Information Center, Concord, NH***
Facilitated six week parenting series
Developed and presented workshops on parenting topics
Provided community resources and referrals to parents
- 1/94-11/98** ***Family Service Worker/Juvenile Services Assistant, Area HomeCare and Family Services, Inc., Portsmouth, NH***
Developed and monitored family service plans
Educated parents on health, nutrition and discipline issues
Prepared and presented written and oral court reports
Recommended, coordinated and implemented support services for families
Represented court-involved juveniles at school and mental health assessments
- 4/93-9/94** ***Sales Clerk, Country Tweed, Portsmouth, NH***
- 1/91-2/93** ***Office Supervisor, Atlantic Cardiology Associates, Exeter, NH***
Developed filing, billing, and scheduling systems
Trained staff in office systems
Supervised medical records
- 3/87-1/91** ***Paralegal, Mulvey, Noucas & Cornell, P. A., Portsmouth, NH***
Investigated insurance claims
Researched medical and product liability
Prepared witness statements, status reports and research memoranda

Accomplishments:

Workshop Presenter, Seacoast "Art of Parenting" Conference
Certified Mediator, Rockingham County Family Mediation Program
Certified Volunteer, "A Safe Place" - shelter for battered women
Parent Representative, Clipper Health Center Board of Directors

REFERENCES:

Personal:

Mimi White

George is outstanding in all ways, lucky to have her.
Organized intelligent, clear, level headed
caring. Great handwriting, empathy as a parent
Two terrific kids, single parent, will track anything
down thorough, Sarah had problem when born got
her through a hard time.

Pat Lang

worked in office wonderful with Public. Compassionate
Detailed, understanding, dedication to helping
people. wonderful organizer
no concerns would hire her, in a minute if had an
opening.

Katherine Rice

¹²⁸ very good, organized office. Responsible w/ rent good tenant
honest. no concerns. Wants results for
Parents. Advocate

Professional:

Catherine Brown-Herman, Coordinator #28

State Improvement Grant (SIG)

Bureau of Special Education

101 Pleasant Street

Concord, NH 03301-3860

271-3863

incredible person reliable, good communicator
adaptable Lucky to have her.

JANET MARIE LAATSCH

Professional Health Care Administrator with years of leadership experience
in operations, finance and development.

SUMMARY OF SKILLS

*Budget Development and Management * Financial projections * Grant Writing * Development
Strategic Planning * Relationship Building * Patient Satisfaction
Quality Improvement * Provider Recruitment and Retention*

PROFESSIONAL EXPERIENCE

Goodwin Community Health, Somersworth, NH –An Innovative Federally Qualified Health Center with an integrated health care model quoted by the Commissioner as the ‘model of the future’ for NH.

Executive Director

2005-Present

- Created an innovative, affordable health care program for small-medium businesses
- Created strategic partnerships and collaborative programs with other health care organizations
- Advanced the Health Center by receiving \$5.8M in grant funding for a new building
- Merged three locations into one, reduced costs and improved access
- Secured over \$25M in grant funding since 2001
- Initiated and integrated behavioral and primary care
- Realized revenue growth through increased collections
- Performed ongoing Board development
- Acquired a for-profit mental health practice
- Successful recruitment and retention of providers
- Submitted and awarded NCQA Medical Home, Level III Certification
- Demonstrated improvements in patient outcomes and satisfaction

CEO Great Bay Mental Health Associates

2012-Present

- Recruited seven new therapist/prescribers
- Recognized a surplus for the first time in 12 months

Finance Director

2003-2005

- Awarded Federally Qualified Health Center grant in 2004-\$750,000 in perpetuity
- Additional grant award for \$150,000 to expand into behavioral health
- Obtained \$450,000 in grants to initiate the oral health program
- Ended each year with a surplus
- Successful integration of oral health and primary care

Fund Development

2001-2003

- 80% success rate for grants
- Successful annual appeals

Grant Writing Services, N. Hampton, NH

1999-2001

Sole Proprietor

- Successfully wrote and received grants for health care organizations and education
- Development of a business plan for a local specialist practice.

North Shore Medical Center (Partners Health Care) 1998-1999
Salem, MA
Consultant for North Shore Community Health Center

- Hired for a year to improve cash flow and operations
- Successfully ended up with a surplus
- Recruitment of a Medical Director, and other providers
- Successful obtained state and federal funding to support the Health Center

Director of Nursing for ambulatory and emergency care 1993-1998

- Co-Chair of the Nursing Quality Improvement Committee
- Increased revenue per visit in the emergency room
- Successfully prepared new clinics for licensure and accreditation
- Community Benefit liaison for the hospital
- Co-Chair of the Community Health Network for the North Shore Hospital
- Obtained several awards from Partners Health Care for Community Leadership

Manager of Intermediate Cardiac Care and Telemetry Unit 1991-1993

- Reduction in length of stay by 1.5 days
- Development of a new 24 hour observation unit for patients with chest pain
- Increased skill level of nursing staff to reduce cardiac care length of stay
- Implementation of new patient care models to reduce the cost of care

Registered Nurse- Various positions as a RN including ICU, ER, Boston Visiting Nurse Assoc. 1981-1991

EDUCATION:

University of New Hampshire: M.B.A. Graduated
Durham, N.H. Concentration in Finance 1991

Northern Michigan University: B.S.N.
Marquette, M.I. Minor in Biology 1981

VOLUNTEER ACTIVITIES:

Rochester NH Rotary Member and Past President
Board member Community Health Access Network
Board member for Bi-State Primary Care Association
Past United Way of the Greater Seacoast Board Member

LICENSES:

N.H. Real Estate Broker
N.H. Nursing License

INTERESTS/PERSONAL:

Running, hiking, reading, leadership development

Erin E. Ross

Objective

Obtain a position in Health Care, which will continue to build knowledge and skills from both education and experiences gained.

Qualifications

Mature, energetic individual possessing management experience, organizational skills, multi-tasking abilities, good work initiative and communicates well with internal and external contacts. Proficient in computer skills.

Education

September 1998 – May 2002

Bachelor of Science in Health Management & Policy
University of New Hampshire
Durham, New Hampshire 03824

Related Experience

July 2011 – Present

Chief Financial Officer
Goodwin Community Health

- Responsible for financial oversight of center to include supervision of accountant, bookkeeper, billing department and all clinical administrative staff.
- Assist Executive Director in budgeting process each fiscal year for center.
- Generate and assist with financial aspects of all center grants received.
- Complete on an as needed basis finance analysis's of various agency programs.
- Participate in agency fiscal audit at the end of each fiscal year.
- Member of Board of Directors level Finance Committee

August 2006 – June 2011

Service Expansion Director
Avis Goodwin Community Health Center

- Responsible for the overall function of the Winter St location of Avis Goodwin Community Health Center.
- Maintain all clinical equipment and order all necessary supplies.
- Coordinate the scheduling of all clinical and administrative staff in the office.
- Assist with the continued integration of dental services and now mental health services to existing primary care services.
- Assist with the integration of private OB/GYN practice into Avis Goodwin Community Health Center.
- Organize patient outcome data collection and quality improvement measures to monitor multiple aspects and assure sustainability for Avis Goodwin Community Health Center.

January 2005 – August 2006

Site Manager, Dover Location & Front Office Manager
Avis Goodwin Community Health Center

- Responsible for the overall function of the Dover location of Avis Goodwin Community Health Center.
- Maintain all clinical equipment and order all necessary supplies.
- Assist with the continued integration of dental services and now mental health services to existing primary care services.
- Coordinate the scheduling of all clinical and administrative staff in the office.
- Organize patient outcome data collection and quality improvement measures to monitor multiple aspects and assure sustainability for Avis Goodwin Community Health Center.
- Supervise, hire and evaluate front office staff of both Avis Goodwin Community Health Center locations.
- Develop and implement policies and procedures for the smooth functioning of the front office.

May 2004 – January 2010

Dental Coordinator
Avis Goodwin Community Health Center

- Supervise, hire and evaluate dental staff, including Dental Assistant and Hygienists.
- Acted as general contractor during construction and renovation of existing facility for 4 dental exam rooms.
- Responsible for the operations of the dental center, development of educational programs for providers and staff and supervision of the school-based dental program.
- Developed policy and procedure manual, including OSHA and Infection Control protocols.
- Organize patient outcome data collection and quality improvement measures to monitor dental program and assure sustainability.
- Maintain all dental equipment and order all dental supplies.
- Coordinate grant fund requirements to multiple agencies on a quarterly basis.

- Oversee all aspects of billing for dental services, including training existing billing department staff.

July 2003 – May 2004

Administrative Assistant to Medical Director

Avis Goodwin Community Health Center

- Assist with Quality Improvement program by attending all meetings, generating monthly minutes documenting all aspects of the agenda and reporting quarterly data followed by the agency.
- Generate a monthly report reflecting provider productivity including number patients seen by each provider and no show and cancellation rates of appointments.
- Served as a liaison between patients and Chief Financial Officer to effectively handle all patient concerns and compliments.
- Established and re-created various forms and worksheets used by many departments.

December 2002 – May 2004

Billing Associate

Avis Goodwin Community Health Center

- Organize and respond to correspondence, rejections and payments from multiple insurance companies.
- Created an Insurance Manual for Front Office Staff and Intake Specialists as an aide to educate patients on their insurance.
- Responsible for credentialing and Re-credentialing of providers, including physicians, nurse practitioners and physician assistants, within the agency and to multiple insurance companies.
- Apply knowledge of computer skills, including Microsoft Office, Logician, PCN and Centricity.
- Designed a statement to generate from an existing Microsoft Access database for patients on payment plans to receive monthly statements.
- Assist Front Office Staff during times of planned and unexpected staffing shortages.

June 2002 - December 2002

Billing Associate

Automated Medical Systems

Salem, New Hampshire 03079

- Communicate insurance benefits and explain payments and rejections to patients about their accounts.
- Responsible for organizing and responding to correspondence received for multiple doctor offices.
- Determine effective ways for rejected insurance claims to get paid through communicating with insurance companies and patients.
- Apply knowledge of computer skills, including Microsoft Office, Accuterm and Docstar.

Work Experience

October 1998 – May 2002

Building Manager

Memorial Union Building – UNH

Durham, New Hampshire 03824

- Recognized as a Supervisor, May 2001-May 2002.
- Supervised Building Manager and Information Center staff.
- Responsible for managing and documenting department monetary transactions.
- Organized and led employee meetings on a weekly basis.
- Established policies and procedures for smooth functioning of daily events.
- Oversaw daily operations of student union building, including meetings and campus events.
- Served as a liaison between the University of New Hampshire, students, faculty and community.
- Organized and maintained a weekly list of rental properties available for students.
- Developed and administered new ideas for increased customer service efficiency.

References

Available upon request

**Greater Seacoast Community Health
Breast & Cervical Cancer Screening Project**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Janet Laatsch	Chief Executive Officer	\$213,574	0%	0%
Erin Ross	Chief Financial Officer	\$146,973	0%	0%
Georgina Clark	Family Services Director	\$57,658	0%	0%

Subject: NH Breast and Cervical Cancer Screening Program Community and Clinical Cancer

Screening Improvement Project (RFP-2018-DPHS-21-BREAS)

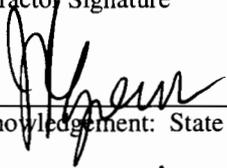
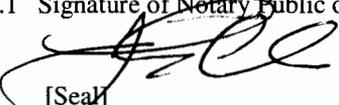
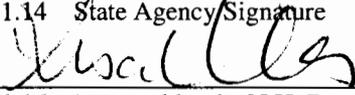
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Catholic Medical Center		1.4 Contractor Address 195 McGregor St., Suite LL22 Manchester, NH 03102	
1.5 Contractor Phone Number 603-663-8709	1.6 Account Number 05-095-090-902010-56590000-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$77,417.00
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Joseph Pepe MD President & CEO	
1.13 Acknowledgment: State of <u>New Hampshire</u> County of <u>Hillsborough</u> On <u>February 22, 2018</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Jason E. Cole, Notary			
1.14 State Agency Signature 		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: <u>4/3/18</u>			
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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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.



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall adhere to the policies outlined in the New Hampshire Breast and Cervical Cancer Program (BCCP) Policy and Procedure Manual; which can be found at <https://www.dhhs.nh.gov/dphs/cdpc/documents/bccp-policy-procedure-manual.pdf>

2. Scope of Work

- 2.1. The Contractor shall provide outreach and educational services focused on improving cancer screening rates, with a priority to serve women within the Contractor's service area who are:
 - 2.1.1. Uninsured and/or underinsured.
 - 2.1.2. Between the ages of 21 and 64 years.
 - 2.1.3. Living at, or below, 250% of the Federal Poverty Level.
- 2.2. The Contractor shall employ a clinical staff person (Registered Nurse (RN) Advanced Practice Registered Nurse (APRN) or Medical Doctor (MD) who shall support a Community Health Worker (CHW) to conduct outreach and educational services as well patient navigation for women who have not recently received breast and cervical screenings.
- 2.3. The Contractor shall ensure screening services education and outreach inform and educate the population regarding availability and benefits of receiving:
 - 2.3.1. Clinical pelvic examinations.
 - 2.3.2. Clinical breast examinations.
 - 2.3.3. Papanicolaou (Pap) tests.
 - 2.3.4. Mammograms.
- 2.4. The Contractor shall develop a health system Evidence-Based Intervention (EBI) implementation plan for the health system(s) to be utilized to improve cancer screening rates. (See Exhibit A-1 "State of New Hampshire NBCCEDP



Exhibit A

2.6. The Contractor shall obtain screening and, if applicable, diagnostic and treatment data as stated in Section 2.4 and enter into Breast & Cervical, Cancer Program's (BCCP) web-based data collection system – Med-IT.

3. Staffing

3.1. The Contractor shall ensure staff includes, but is not limited to:

3.1.1. A clinical staff person (RN, APRN, MD).

3.1.2. A Community Health Worker (CHW)

3.1.3. A Registered Nurse (RN).

3.2. The Contractor shall communicate changes in staff to The Department within ten (10) days, to include sending the Department;

3.2.1. Resumes for added staff members

3.2.2. Copies of required licenses for added staff members

4. Reporting

4.1. The Contractor shall provide screening rate information to the Department, that includes, but is not limited to:

4.1.1. Individual-level data on barriers to screening, as well as strategies used to address barrier(s).

4.1.2. Population based facility-wide breast and cervical cancer screening rates; and

4.1.3. Quarterly updated facility-wide breast and cervical cancer screening rates.

4.2. The Contractor shall develop a data submission process within thirty (30) days of contract approval, upon Department approval.

4.3. The Contractor shall provide a monthly EBI reports, no later than the tenth (10th) day of each month to the Department, which shall include, but are not limited to:

4.3.1. A report that captures all outreach and EBI activities implemented to increase cancer screening rates.

4.3.2. A report that defines the number of clients reached and identifies barriers to screening. The Contractor shall ensure the report includes but is not limited to:

4.3.2.1. All outreach activities implemented to increase cancer screening rates.

4.3.2.2. The number of clients served.

4.3.2.3. The number of clients screened.



Exhibit A

- 4.3.2.4. The outcomes and barriers to screening.
- 4.3.3. Monthly reports shall be provided using the Health System EBI Implementation Plan template and shall, at a minimum, include;
 - 4.3.3.1. Date of health system EBI implementation plan;
 - 4.3.3.2. Health System name and point of contact;
 - 4.3.3.3. Implementation time period and number of clinics;
 - 4.3.3.4. Description of EBI planned including, but not limited to Environmental Approaches, Community Clinical Linkages and Health System Interventions (please see Exhibit B for description);
 - 4.3.3.5. Evaluation plan to capture EBI activity outcomes, number of clients served and barriers identified to accessing breast and cervical cancer screening;
 - 4.3.3.6. Management plan, including planned program monitoring, staffing and sustainability efforts;
 - 4.3.3.7. Site breast and cervical cancer screening rates for all patients who meet the screening criteria. A baseline of screening rates shall be provided within thirty (30) days of contract implementation. Final screening rates shall be provided within thirty (30) days from contract end date; and
 - 4.3.3.8. A baseline assessment of clinic and patient barriers to breast and cervical cancer screening.
- 4.4. Annual Reports – The Contractor shall provide an annual EBI report to the Department by July 30th of each, which shall include, but is not limited to:
 - 4.4.1. All outreach activities implemented to increase cancer screening rates
 - 4.4.2. The number of clients served.
 - 4.4.3. The number of clients screened.
 - 4.4.4. The outcomes and barriers to screening.
 - 4.4.5. Demonstrated Community Clinical Linkages gained by facilitating partnerships between the community and health care providers to connect priority populations to clinical services.
 - 4.4.6. How the Contractor identified priority populations for screening including low income women and other vulnerable populations.



Exhibit A

5. Performance Measures

5.1. The Contractor shall ensure that following performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement:

5.1.1. The Contractor shall ensure 100% Monthly and Annual reporting is provided, as per Section 2., Reporting

5.1.2. The Contractor shall ensure 100% of Deliverables are met and/or provided, as per Section 6., Deliverables

5.2. Annually, the Contractor shall develop and submit to the DHHS, a corrective action plan for any performance measure that was not achieved.

6. Deliverables

6.1. The Contractor shall submit defined operational processes and procedures for reporting and clinical performance measures, baselines and targets, to The Department within thirty (30) days of the effective date of contract.

6.2. The Contractor shall provide the EBI implementation plan described in Section 2.4 to the Department no later than 30 days after the Contract effective date.

6.3. The Contractor shall provide a baseline of screening rates, as described in Section 2.4.7, to the Department within thirty (30) days of the contract effective date.

6.4. The Contractor shall provide final screening rates to the Department no later than thirty (30) days prior to the contract completion date specified in Form P-37 General Provisions, Block 1.7, Completion Date.

STATE OF NEW HAMPSHIRE NBCCEDP HEALTH SYSTEM EBI IMPLEMENTATION PLAN

[DATE]

Health System Name		Implementation Period	
Health System Point of Contact		# of Clinics Participating in NBCCEDP Implementation	

I. HEALTH SYSTEM ASSESSMENT

Health System Assessment Approach

Briefly describe the assessment approach used to define the current environment within the health system and needed interventions. (e.g.,

Click here to enter text.

interviews with key staff, review of clinic and health system data).

Current Health System Environment

Briefly describe the current health system environment: internal/external (e.g., number of primary care clinic sites, existing B&C screening policy and procedures, current screening processes, workflow approach, data documentation, B&C policy mandates from state or federal agencies,

Click here to enter text.

political climate, and organizational culture).

Description of Intervention Needs and Interventions Selected

Briefly describe the health system processes and practices that require intervention throughout the health system in order to increase breast and

Click here to enter text.

cervical cancer screening. Describe how selected interventions will be implemented in participating clinics. Note if there are differences by clinic.

**RFP-2018-DPHS-21-BREAS
EXHIBIT A-1**

Potential Barriers and/or Challenges

Click here to enter text.

Briefly describe any anticipated potential barriers or challenges to implementation. Note if there are differences by clinic.

Implementation Resources Available

List or summarize the resources available to facilitate successful implementation (e.g., EHR system, clinic-based patient navigators). Note if there are differences by clinic. Will the program be using Patient Navigators or CHWs to support implementation of evidence-based

Click here to enter text.

interventions?

II. NBCCEDP HEALTH SYSTEMS EBI INTERVENTION DESCRIPTION

Objectives

List your program objectives for this health system partnership.

Examples:

- 1. By December 2017, verify and report baseline breast and cervical cancer screening rates for individuals 50-74 (breast) and 21-65 (cervical) years of age at Health Systems Clinics: Clinic A, Clinic B, and Clinic C.*
- 2. By December 2017, establish system for accurately reporting annual baseline breast and cervical cancer screening rates for individuals 40-75 (breast) and 21-75 (cervical) years of age at health system clinics: Clinic A, Clinic B, and Clinic C.*
- 3. By December 2017, establish new policies at Health Systems Clinics: Clinic A, Clinic B, and Clinic C to support implementation of selected priority evidence-based interventions.*
- 4. From February 2018 to February 2019, implement a provider assessment and feedback system in Clinics A and C, supported by enhanced EHR tickler system and training on quality breast and cervical cancer screening for participating providers in those clinics.*
- 5. From February 2018 to February 2019, implement a client reminder system in Clinics B and C, supported by patient navigation for clients not responding to multiple reminders.*
- 6. Beginning January 2018, annually report screening rates for Health Systems Clinics: Clinic A, Clinic B, and Clinic C.*

NBCCEDP Health Systems EBI Intervention Objectives for partnership with:
1.
2.

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EXHIBIT A-1**

3.
4.
5.
6.

III. PLANS FOR PARTNER COMMUNICATIONS, MANAGEMENT, AND MONITORING

Communications with Health System Partner

Briefly describe how you will maintain communications with the health system partner regarding implementation activities, monitoring, and

evaluation.

Implementation Support

Briefly describe how you will provide on-going technical support to this health system partner to support implementation success. Include details

Click here to enter text.

about who will provide support and frequency of support.

Collection of Clinic Baseline and Annual Data

Briefly describe how you will collaborate with this health system to collect clinic baseline breast and cervical cancer screening rates and annual

Click here to enter text.

data to complete CDC-required clinic data forms.

**RFP-2018-DPHS-21-BREAS
EXHIBIT A-1**

Revising the Health System EBI Implementation Plan

Click here to enter text.

Briefly describe how you will use feedback and monitoring and evaluation data to review and revise this Health System EBI Implementation Plan.

Retention and Sustainability

Briefly describe how you plan to (1) retain partners, (2) continue to collect annual screening and other data throughout the five year grant period, and (3) promote continued implementation, monitoring, and evaluation post-partnership.

Click here to enter text.



Exhibit B

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.
2. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting 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.
3. This contract is funded with 100% Federal Funds from the Centers for Disease Control and Prevention (CDC), NH Comprehensive Cancer Control Program and Cancer Registry, CFDA #93.898.
4. 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.
5. Payment for said services shall be made upon approval by Governor and Executive Council:
 - 5.1. The Contractor will submit an invoice on letterhead, with the date and authorized signature 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. The Contractor agrees to keep records of their activities related to Department programs and services.
 - 5.2. 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.
 - 5.3. Invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or invoices may be mailed to:

Financial Administrator
Department of Health and Human Services
Division of Public Health
29 Hazen Dr.
Concord, NH 03301

W
2.22.18

Exhibit B-1 Budget

COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Catholic Medical Center

Budget Request for: NH Breast and Cervical Cancer Screening Program Community and Clinical Cancer Screening Improvement Project

Budget Period: 1/1/2018 - 6/30/2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salaries/Wages	\$ 11,664.00	\$ -	\$ 11,664.00	\$ -	\$ -	\$ -	\$ 11,664.00	\$ -	\$ 11,664.00
2. Employee Benefits	\$ 3,499.20	\$ -	\$ 3,499.20	\$ -	\$ -	\$ -	\$ 3,499.20	\$ -	\$ 3,499.20
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Occupancy	\$ 250.00	\$ -	\$ 250.00	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ 250.00
Office	\$ 481.50	\$ -	\$ 481.50	\$ -	\$ -	\$ -	\$ 481.50	\$ -	\$ 481.50
7. Travel	\$ 1,306.50	\$ -	\$ 1,306.50	\$ 1,306.50	\$ -	\$ 1,306.50	\$ -	\$ -	\$ 1,306.50
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ -	\$ -	\$ 400.00	\$ -	\$ 400.00
Postage	\$ 705.00	\$ -	\$ 705.00	\$ -	\$ -	\$ -	\$ 705.00	\$ -	\$ 705.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 3,400.00	\$ -	\$ 3,400.00	\$ -	\$ -	\$ -	\$ 3,400.00	\$ -	\$ 3,400.00
11. Staff Education and Training	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify in blank row below)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 26,206.20	\$ -	\$ 26,206.20	\$ 1,556.50	\$ -	\$ 1,556.50	\$ 24,649.70	\$ -	\$ 24,649.70

0.0%

Indirect As A Percent of Direct

Contractor Initials:  Date: 2/22/18

Exhibit B-2 Budget

COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Catholic Medical Center

Budget Request for: Breast & Cervical Cancer Screening

Budget Period: 07/01/2018 - 06/30/2019

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHS contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 33,696.00	\$ -	\$ -	\$ -	\$ 33,696.00	\$ -	\$ 33,696.00
2. Employee Benefits	\$ 10,108.80	\$ -	\$ -	\$ -	\$ 10,108.80	\$ -	\$ 10,108.80
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel	\$ 1,337.50	\$ -	\$ -	\$ -	\$ 1,337.50	\$ -	\$ 1,337.50
6. Occupancy	\$ 3,919.50	\$ -	\$ -	\$ -	\$ 3,919.50	\$ -	\$ 3,919.50
7. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
Postage	\$ 1,175.00	\$ -	\$ -	\$ -	\$ 1,175.00	\$ -	\$ 1,175.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Marketing/Communications	\$ 4,250.00	\$ -	\$ -	\$ -	\$ 4,250.00	\$ -	\$ 4,250.00
10. Staff Education and Training	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (Specify the Budget Paragraph)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 56,686.80	\$ -	\$ 4,919.50	\$ -	\$ 61,606.30	\$ -	\$ 61,606.30

0.0%

Indirect As A Percent of Direct

Contractor Infiles:
 Date: 2/22/18



SPECIAL PROVISIONS

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

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



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

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

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

A handwritten signature in black ink, appearing to be the initials "M" or "W".



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

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



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

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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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


2.22.18



REVISIONS TO GENERAL PROVISIONS

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

A handwritten signature in black ink, appearing to be the initials of the contractor.

2-22-18



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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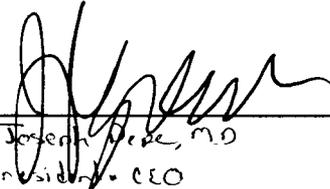
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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

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

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

Contractor Name: Catholic Medical Center

2.22.2018
Date


Name: Joseph P. DeLoe, M.D.
Title: President, CEO



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: Catholic Medical Center

2.22.2018
Date


Name: Joseph Pepe, M.D.
Title: President & CEO



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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 (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Catholic Medical Center

2.22.2018
Date


Name: Joseph Depe, MD
Title: President & CEO

Contractor Initials JD
Date 2.22.2018



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

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

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

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

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

Exhibit G

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

Contractor Initials

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: Catholic Medical Center

2.22.2018
Date


Name: Joseph Deo, M.D.
Title: President & CEO

Exhibit G

Contractor Initials 

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

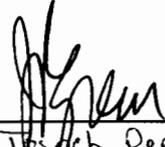
The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

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

Contractor Name: Catholic Medical Center

2.22.2018

Date


Name: Joseph Depe, MD
Title: President & CEO

Contractor Initials JD

Date 2.22.18



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health and Human Services
The State

[Signature]
Signature of Authorized Representative

LISA MCGRIS
Name of Authorized Representative

DIRECTOR, DPHS
Title of Authorized Representative

3/16/18
Date

Catholic Medical Center
Name of the Contractor

[Signature]
Signature of Authorized Representative

Joseph Pepe, MD
Name of Authorized Representative

President & CEO
Title of Authorized Representative

2/22/18
Date



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

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

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

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

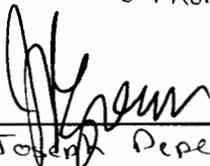
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

Contractor Name: Catholic Medical Center

2.22.2018
Date


Name: Joseph Pepe, MD
Title: President & CEO

Contractor Initials 
Date 2.22.18



Exhibit K

DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information 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 Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
 - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
 - 2.2. 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.).
 - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.5. 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.
 - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of 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.
 - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "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.

Breach notifications will be sent to the following email addresses:

 - 2.7.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
 - 2.7.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
 - 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor 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

A handwritten signature in black ink, appearing to be the initials 'M' or 'J'.



Exhibit K

by the vendor 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, or otherwise physically destroying the media (for example, degaussing). The vendor 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 the vendor prior to destruction.

- 2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor 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 vendor, including breach notification requirements.
3. The vendor 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 vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor 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 appropriate authorized data owner or leadership member within the Department.
6. 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.

Handwritten initials, possibly "JP", written in black ink.

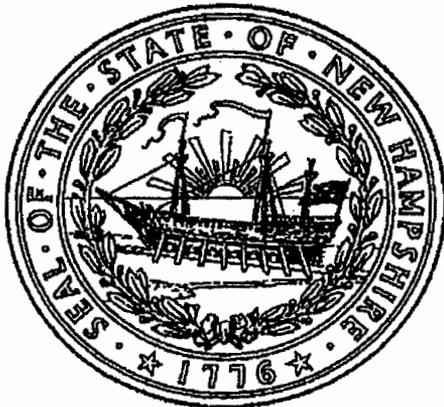
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CATHOLIC MEDICAL CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 07, 1974. 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: 62116



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of June A.D. 2017.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Matthew Kfoury, do hereby certify that:

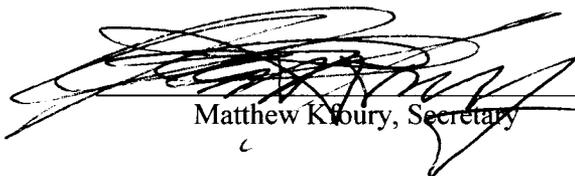
1. I am the duly elected Secretary of Catholic Medical Center, a New Hampshire voluntary corporation organized pursuant to the laws of the State of New Hampshire (“CMC”);
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Trustees of CMC, duly held on February 22, 2018:

RESOLVED: That CMC enter into any and all contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Public Health Services, for the provision of the NH Breast and Cervical Cancer Screening Program.

RESOLVED: That the President and CEO of CMC be, and hereby is, authorized on behalf of CMC to enter into the said contract with the State and to execute any and all documents, agreements and other instruments; and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate.

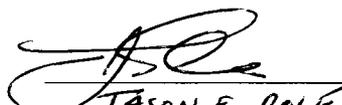
3. Joseph Pepe, M.D. is the duly elected President and CEO of CMC.
4. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of the 22nd day of February, 2018; and

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of CMC this 22nd day of February, 2018.


Matthew Kfoury, Secretary

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing Certificate of Vote was acknowledged and executed before me this 22nd day of February, 2018, by Matthew Kfoury, Secretary of CMC.


JASON E. COLE, Notary Public
My Commission Expires on: April 19, 2022





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/15/2018

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 MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com Fax: 212-948-4377 715651-ALL-GAWUP-17-18 Non MD	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED CMC HEALTHCARE SYSTEM 100 MCGREGOR STREET MANCHESTER, NH 03102	INSURER A : Pro Select Insurance Company		
	INSURER B : Safety National Casualty Corp.		15105
	INSURER C : N/A		N/A
	INSURER D : N/A		N/A
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** NYC-010237164-01 **REVISION NUMBER:** 7

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		002NH000016052	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	SP 4053316 "SIR \$750,000"	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER NH DHHS 129 Pleasant St Concord, NH 03301-3857	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 of Marsh USA Inc. Elizabeth Stapleton
---	--



The Mission/Vision and Values of Catholic Medical Center:

Mission:

The heart of Catholic Medical Center is to provide health, healing, and hope in a manner that offers innovative high quality services, compassion, and respect for the human dignity of every individual who seeks or needs our care as part of Christ's healing ministry through the Catholic Church.

Vision:

Guided by our mission and values, we are committed to becoming the finest customer experience, lowest cost, best outcome provider in the region.

Values:

- Treat others with **Compassion** and to promote social justice and equality
- Understand and believe **Human Dignity** with respect to the sanctity of human life from conception to natural death
- Continually strive for **Excellence** in what we do in regards to quality, patient safety, continuum of health, palliative care, hospice, etc.
- **Respect** patients, family and each other
- Promote **Patient Centered** Care with special attention to the poor, underserved and vulnerable



The Mission/Vision and Values of Catholic Medical Center:

Mission:

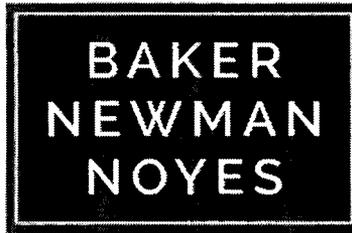
The heart of Catholic Medical Center is to carry out Christ's healing ministry by offering **health, healing and hope** to every individual who seeks our care.

Vision:

Guided by our mission and values, we are committed to becoming the finest customer experience, lowest cost, best outcome provider in the region.

Values:

- Treat others with **Compassion** and to promote social justice and equality
- Understand and believe **Human Dignity** with respect to the sanctity of human life from conception to natural death
- Continually strive for **Excellence** in what we do in regards to quality, patient safety, continuum of health, palliative care, hospice, etc.
- **Respect** patients, family and each other
- Promote **Patient Centered** Care with special attention to the poor, underserved and vulnerable



**Catholic Medical Center
and Subsidiary**

**Audited Consolidated Financial Statements
and Other Information**

*Years Ended June 30, 2016 and 2015
With Independent Auditors' Report*

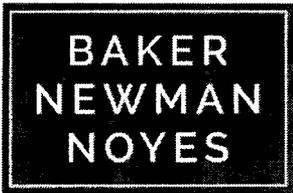
**CATHOLIC MEDICAL CENTER
AND SUBSIDIARY**

**AUDITED CONSOLIDATED FINANCIAL STATEMENTS
AND OTHER INFORMATION**

Years Ended June 30, 2016 and 2015

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INDEPENDENT AUDITORS' REPORT

Board of Trustees
Catholic Medical Center and Subsidiary

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Catholic Medical Center and Subsidiary, which comprise the consolidated balance sheets as of June 30, 2016 and 2015, and the related consolidated statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated 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 audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

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

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

Board of Trustees
Catholic Medical Center and Subsidiary

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Catholic Medical Center and Subsidiary as of June 30, 2016 and 2015 and the results of their operations, changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated September 20, 2016 on our consideration of Catholic Medical Center and Subsidiary's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Catholic Medical Center and Subsidiary's internal control over financial reporting and compliance.

Baker Newman & Noyes LLC

Manchester, New Hampshire
September 20, 2016

CATHOLIC MEDICAL CENTER AND SUBSIDIARY

CONSOLIDATED BALANCE SHEETS

June 30, 2016 and 2015

ASSETS

	<u>2016</u>	<u>2015</u>
Current assets:		
Cash and cash equivalents	\$ 39,176,245	\$ 36,274,074
Short-term investments	26,650,428	26,347,421
Accounts receivable from patients, less allowances of \$21,906,010 in 2016 and \$19,657,249 in 2015	47,860,095	38,585,556
Inventories	3,199,310	2,124,292
Other current assets	<u>6,314,657</u>	<u>4,387,258</u>
Total current assets	123,200,735	107,718,601
Property, plant and equipment, net	81,712,922	80,953,109
Other assets:		
Note receivable, less allowance of \$793,885 in 2015	711,093	-
Intangible assets and other	<u>10,051,221</u>	<u>10,207,121</u>
	10,762,314	10,207,121
Assets whose use is limited:		
Pension and insurance obligations	14,326,697	12,333,513
Board designated and donor restricted investments	89,916,768	92,408,487
Held by trustee under revenue bond agreements	<u>3,945,048</u>	<u>6,126,802</u>
	108,188,513	110,868,802
Total assets	<u>\$323,864,484</u>	<u>\$309,747,633</u>

LIABILITIES AND NET ASSETS

	<u>2016</u>	<u>2015</u>
Current liabilities:		
Accounts payable and accrued expenses	\$ 20,778,939	\$ 19,868,252
Accrued salaries, wages and related accounts	12,086,857	15,084,630
Amounts payable to third-party payors	12,869,289	10,535,852
Amounts due to affiliates	1,575,783	1,375,956
Current portion of long-term debt	<u>4,218,098</u>	<u>3,999,845</u>
Total current liabilities	51,528,966	50,864,535
Accrued pension and other liabilities, less current portion	130,914,684	87,774,564
Long-term debt, less current portion	<u>63,190,252</u>	<u>64,199,335</u>
Total liabilities	245,633,902	202,838,434
Net assets:		
Unrestricted	69,990,495	98,262,558
Temporarily restricted	395,655	330,158
Permanently restricted	<u>7,844,432</u>	<u>8,316,483</u>
Total net assets	78,230,582	106,909,199
	-----	-----
Total liabilities and net assets	<u>\$323,864,484</u>	<u>\$309,747,633</u>

See accompanying notes.

CATHOLIC MEDICAL CENTER AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF OPERATIONS

Years Ended June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Net patient service revenues, net of contractual allowances and discounts	\$375,950,006	\$338,747,838
Provision for doubtful accounts	<u>(20,941,899)</u>	<u>(22,167,345)</u>
Net patient service revenues less provision for doubtful accounts	355,008,107	316,580,493
Other revenue	11,526,894	10,153,523
Disproportionate share funding	<u>11,421,493</u>	<u>2,452,816</u>
Total revenues	377,956,494	329,186,832
Expenses:		
Salaries, wages and fringe benefits	178,614,888	163,536,150
Supplies and other	124,795,646	111,408,793
New Hampshire Medicaid enhancement tax	15,778,153	14,962,857
Depreciation and amortization	12,441,142	10,953,213
Interest	<u>2,208,655</u>	<u>2,717,561</u>
Total expenses	<u>333,838,484</u>	<u>303,578,574</u>
Income from operations	44,118,010	25,608,258
Nonoperating gains (losses):		
Investment income	1,147,170	1,898,644
Net realized (losses) gains on sale of investments	(845,551)	1,132,800
Loss on extinguishment of debt	<u>(1,034,157)</u>	<u>—</u>
Total nonoperating (losses) gains, net	<u>(732,538)</u>	<u>3,031,444</u>
Excess of revenues and (losses) gains over expenses	43,385,472	28,639,702
Unrealized depreciation on investments	(2,332,577)	(1,519,111)
Change in fair value of interest rate swap agreement	(462,570)	—
Assets released from restriction used for capital	75,022	272,000
Pension-related changes other than net periodic pension cost	(42,003,139)	(28,985,617)
Net assets transferred to affiliates	<u>(26,934,271)</u>	<u>(17,100,599)</u>
Decrease in unrestricted net assets	(28,272,063)	(18,693,625)
Unrestricted net assets at beginning of year	<u>98,262,558</u>	<u>116,956,183</u>
Unrestricted net assets at end of year	<u>\$ 69,990,495</u>	<u>\$ 98,262,558</u>

See accompanying notes.

CATHOLIC MEDICAL CENTER AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS

Years Ended June 30, 2016 and 2015

	<u>Unrestricted Net Assets</u>	<u>Temporarily Restricted Net Assets</u>	<u>Permanently Restricted Net Assets</u>	<u>Total Net Assets</u>
Balances at June 30, 2014	\$116,956,183	\$ 528,802	\$8,161,758	\$125,646,743
Excess of revenues and gains over expenses	28,639,702	-	-	28,639,702
Investment income	-	1,137	1,177	2,314
Changes in interest in perpetual trust	-	-	167,919	167,919
Restricted contributions	-	94,278	-	94,278
Unrealized depreciation on investments	(1,519,111)	-	(14,371)	(1,533,482)
Net assets transferred to affiliates	(17,100,599)	-	-	(17,100,599)
Assets released from restriction used for operations	-	(22,059)	-	(22,059)
Assets released from restriction used for capital	272,000	(272,000)	-	-
Pension-related changes other than net periodic pension cost	<u>(28,985,617)</u>	<u>-</u>	<u>-</u>	<u>(28,985,617)</u>
	<u>(18,693,625)</u>	<u>(198,644)</u>	<u>154,725</u>	<u>(18,737,544)</u>
Balances at June 30, 2015	98,262,558	330,158	8,316,483	106,909,199
Excess of revenues and (losses) gains over expenses	43,385,472	-	-	43,385,472
Investment income	-	1,371	22	1,393
Changes in interest in perpetual trust	-	-	(434,195)	(434,195)
Restricted contributions	-	182,178	-	182,178
Unrealized depreciation on investments	(2,332,577)	-	(37,878)	(2,370,455)
Change in fair value of interest rate swap agreement	(462,570)	-	-	(462,570)
Net assets transferred to affiliates	(26,934,271)	-	-	(26,934,271)
Assets released from restriction used for operations	-	(43,030)	-	(43,030)
Assets released from restriction used for capital	75,022	(75,022)	-	-
Pension-related changes other than net periodic pension cost	<u>(42,003,139)</u>	<u>-</u>	<u>-</u>	<u>(42,003,139)</u>
	<u>(28,272,063)</u>	<u>65,497</u>	<u>(472,051)</u>	<u>(28,678,617)</u>
Balances at June 30, 2016	<u>\$ 69,990,495</u>	<u>\$ 395,655</u>	<u>\$ 7,844,432</u>	<u>\$ 78,230,582</u>

See accompanying notes.

CATHOLIC MEDICAL CENTER AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Operating activities:		
Decrease in net assets	\$ (28,678,617)	\$ (18,737,544)
Adjustments to reconcile decrease in net assets to net cash provided by operating activities:		
Depreciation and amortization	12,441,142	10,953,213
Decrease in reserve for loan guaranty	(1,648,436)	-
Pension-related changes other than net periodic pension cost	42,003,139	28,985,617
Net assets transferred to affiliates	26,934,271	17,100,599
Restricted gifts and investment income	(183,571)	(96,592)
Net realized losses (gains) on sales of investments	845,551	(1,132,800)
Decrease (increase) in interest in perpetual trust	434,195	(167,919)
Unrealized depreciation on investments	2,370,455	1,533,482
Loss on extinguishment of debt	1,034,157	-
Change in fair value of interest rate swap agreement	462,570	-
Bond discount/premium and issuance cost amortization	(193,475)	(209,478)
Changes in operating assets and liabilities:		
Accounts receivable, net	(9,274,539)	(9,315,441)
Inventories	(1,075,018)	(113,881)
Other current assets	(2,005,834)	(327,786)
Amounts due from/to affiliates	199,827	65,644
Other assets	(625,807)	(2,252,746)
Accounts payable and accrued expenses	910,687	4,723,087
Accrued salaries, wages and related accounts	(2,997,773)	896,447
Amounts payable to third-party payors	2,333,437	409,971
Accrued pension and other liabilities	<u>2,293,461</u>	<u>(9,903,404)</u>
Net cash provided by operating activities	45,579,822	22,410,469
Investing activities:		
Purchases of property, plant and equipment	(13,100,955)	(15,768,854)
Payments received from note receivable	78,435	72,648
Net change in assets held by trustee under revenue bond agreements	2,181,754	(46,216)
Proceeds from sales of investments	27,241,476	50,516,372
Purchases of investments	<u>(30,696,149)</u>	<u>(49,944,842)</u>
Net cash used by investing activities	(14,295,439)	(15,170,892)
Financing activities:		
Payments on long-term debt	(24,134,512)	(2,590,000)
Proceeds from issuance of long-term debt	24,070,000	-
Payments on capital leases	(1,309,668)	(873,940)
Bond issuance costs	(257,332)	-
Restricted gifts and investment income	183,571	96,592
Net assets transferred to affiliates	<u>(26,934,271)</u>	<u>(17,100,599)</u>
Net cash used by financing activities	<u>(28,382,212)</u>	<u>(20,467,947)</u>
Increase (decrease) in cash and cash equivalents	2,902,171	(13,228,370)
Cash and cash equivalents at beginning of year	<u>36,274,074</u>	<u>49,502,444</u>
Cash and cash equivalents at end of year	\$ <u>39,176,245</u>	\$ <u>36,274,074</u>
Noncash investing and financing activities:		
Assets acquired under capital lease agreements	\$ <u> -</u>	\$ <u>3,061,287</u>

See accompanying notes.

CATHOLIC MEDICAL CENTER AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2016 and 2015

1. **Organization**

The consolidated financial statements for Catholic Medical Center and Subsidiary as of and for the year ended June 30, 2016 include the accounts of Catholic Medical Center (the Medical Center), a voluntary not-for-profit acute care hospital based in Manchester, New Hampshire, and CMC Ancillary Health Services, LLC (CAHS). The Medical Center, which primarily serves residents of New Hampshire and northern Massachusetts, is controlled by CMC Healthcare System, Inc. (the System), a not-for-profit corporation which functions as the parent company and sole member of the Medical Center.

During fiscal year 2016, the Boards of the System, Huggins Hospital (HH) and Monadnock Community Hospital (MCH) signed letters of intent to create an affiliation between the System, HH and MCH. The transaction is subject to execution of certain definitive agreements, confirmatory due diligence, and notice to and approval by certain state and federal agencies.

2. **Significant Accounting Policies**

Basis of Presentation

The accompanying consolidated financial statements have been prepared using the accrual basis of accounting.

Principles of Consolidation

The consolidated financial statements include the accounts of the Medical Center and CAHS. Significant intercompany accounts and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America (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 as of the date of the consolidated financial statements. Estimates also affect the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. The primary estimates relate to collectibility of receivables from patients and third-party payors, amounts payable to third-party payors, accrued compensation and benefits, conditional asset retirement obligations, and self-insurance reserves.

Income Taxes

The Medical Center is a not-for-profit corporation as described in Section 501(c)(3) of the Internal Revenue Code (the Code) and is exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Management evaluated the Medical Center's tax positions and concluded the Medical Center has maintained its tax-exempt status, does not have any significant unrelated business income and had taken no uncertain tax positions that require adjustment to the consolidated financial statements.

CATHOLIC MEDICAL CENTER AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2016 and 2015

2. Significant Accounting Policies (Continued)

CAHS is a for-profit organization and, in accordance with federal and state tax laws, files income tax returns, as applicable. There was no provision for income taxes for the years ended June 30, 2016 and 2015. There are no significant deferred tax assets or liabilities. CAHS has concluded there are no significant uncertain tax positions requiring disclosure and there is no material liability for unrecognized tax benefits. CAHS's policy is to recognize interest related to unrecognized tax benefits in interest expense and penalties in income tax expense.

Performance Indicator

Excess of revenues and (losses) gains over expenses is comprised of operating revenues and expenses and nonoperating gains and losses. For purposes of display, transactions deemed by management to be ongoing, major or central to the provision of health care services are reported as operating revenue and expenses. Peripheral or incidental transactions are reported as nonoperating gains or losses, which include realized gains and losses on the sales of securities and property and equipment, unrestricted investment income, loss on extinguishment of debt and contributions to community agencies.

Charity Care and Community Benefits

The Medical Center has a formal charity care policy under which patient care is provided to patients who meet certain criteria without charge or at amounts less than its established rates. The Medical Center does not pursue collection of amounts determined to qualify as charity care; therefore, they are not reported as revenues. The Medical Center rendered charity care in accordance with this policy, which, at established charges, amounted to \$12,155,837 and \$18,966,083 for the years ended June 30, 2016 and 2015, respectively.

Of the Medical Center's \$333,838,484 and \$303,578,574 total expenses reported in 2016 and 2015, respectively, an estimated \$3,800,000 and \$6,100,000, respectively, arose from providing services to charity patients. The estimated costs of providing charity services are based on a calculation which applies a ratio of costs to charges to the gross uncompensated charges associated with providing care to charity patients. The ratio of cost to charges is calculated based on the Medical Center's total expenses divided by gross patient service revenue.

The Medical Center provides community service programs, without charge, such as the Medication Assistance Program, Community Education and Wellness, Patient Transport, and the Parish Nurse Program. The costs of providing these programs amounted to \$916,039 and \$716,119 for the years ended June 30, 2016 and 2015, respectively.

Concentration of Credit Risk

Financial instruments which subject the Medical Center to credit risk consist primarily of cash equivalents, accounts receivable and investments. The risk with respect to cash equivalents is minimized by the Medical Center's policy of investing in financial instruments with short-term maturities issued by highly rated financial institutions. The Medical Center's accounts receivable are primarily due from third-party payors and amounts are presented net of expected contractual allowances and uncollectible amounts. The Medical Center's investment portfolio consists of diversified investments, which are subject to market risk. Investments that exceeded 10% of investments include the SSGA S&P 500 Tobacco Free Fund as of June 30, 2016 and 2015.

CATHOLIC MEDICAL CENTER AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2016 and 2015

2. Significant Accounting Policies (Continued)

Cash and Cash Equivalents

Cash and cash equivalents include certificates of deposit with maturities of three months or less when purchased and investments in overnight deposits at various banks. Cash and cash equivalents exclude amounts whose use is limited by board designation and amounts held by trustees under revenue bond and other agreements. The Medical Center maintains approximately \$38,000,000 and \$35,000,000 at June 30, 2016 and 2015, respectively, of its cash and cash equivalent accounts with a single institution. The Medical Center has not experienced any losses associated with deposits at this institution.

Net Patient Service Revenues and Accounts Receivable

The Medical Center has agreements with third-party payors that provide for payments at amounts different from its established rates. Payment arrangements include prospectively determined rates per discharge, reimbursed costs, discounted charges, per diem payments and fee schedules. Net patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined. Changes in these estimates are reflected in the consolidated financial statements in the year in which they occur.

The Medical Center recognizes patient service revenue associated with services provided to patients who have third-party payor coverage on the basis of contractual rates for the services rendered. For uninsured patients, the Medical Center provides a discount approximately equal to that of its largest private insurance payors.

The provision for doubtful accounts is based upon management's assessment of historical and expected net collections considering historical business and economic conditions, trends in health care coverage, and other collection indicators. The Medical Center records a provision for doubtful accounts in the period services are provided related to self-pay patients, including both uninsured patients and patients with deductible and copayment balances due for which third-party coverage exists for a portion of their balance.

Periodically throughout the year, management assesses the adequacy of the allowance for doubtful accounts based upon historical write-off experience. The results of this review are then used to make any modifications to the provision for doubtful accounts to establish an appropriate allowance for doubtful accounts. The decrease in the provision for doubtful accounts in 2016 is driven primarily by certain shifts in payor mix during the fiscal year. Accounts receivable are written off after collection efforts have been followed in accordance with internal policies.

Inventories

Inventories of supplies are stated at the lower of cost (determined by the first-in, first-out method) or market.

CATHOLIC MEDICAL CENTER AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2016 and 2015

2. Significant Accounting Policies (Continued)

Property, Plant and Equipment

Property, plant and equipment is stated at cost at time of purchase or fair value at the time of donation, less accumulated depreciation. The Medical Center's policy is to capitalize expenditures for major improvements and charge maintenance and repairs currently for expenditures which do not extend the lives of the related assets. The provisions for depreciation and amortization have been determined using the straight-line method at rates intended to amortize the cost of assets over their estimated useful lives, which range from 2 to 40 years. Assets which have been purchased but not yet placed in service are included in construction in progress and no depreciation expense is recorded.

Conditional Asset Retirement Obligations

The Medical Center recognizes the fair value of a liability for legal obligations associated with asset retirements in the period in which the obligation is incurred, in accordance with the Accounting Standards for *Accounting for Asset Retirement Obligations* (ASC 410-20). When the liability is initially recorded, the cost of the asset retirement obligation is capitalized by increasing the carrying amount of the related long lived asset. The liability is accreted to its present value each period, and the capitalized cost associated with the retirement obligation is depreciated over the useful life of the related asset. Upon settlement of the obligation, any difference between the cost to settle the asset retirement obligation and the liability recorded is recognized as a gain or loss in the consolidated statement of operations.

As of June 30, 2016 and 2015, \$1,126,280 and \$1,112,223, respectively, of conditional asset retirement obligations are included within accrued pension and other liabilities in the accompanying consolidated balance sheets.

Goodwill

The Medical Center reviews its goodwill and other long-lived assets annually to determine whether the carrying amount of such assets is impaired. Upon determination that an impairment has occurred, these assets are reduced to fair value. There were no impairments recorded for the years ended June 30, 2016 and 2015.

Retirement Benefits

The Catholic Medical Center Pension Plan (the Plan) provides retirement benefits for certain employees of the Medical Center and certain employees of an affiliated organization who have attained age twenty-one and work at least 1,000 hours per year. The Plan consists of a benefit accrued to July 1, 1985, plus 2% of plan year earnings (to legislative maximums) per year. The Medical Center's funding policy is to contribute amounts to the Plan sufficient to meet minimum funding requirements set forth in the Employee Retirement Income Security Act of 1974, plus such additional amounts as may be determined to be appropriate from time to time. The Plan is intended to constitute a plan described in Section 414(k) of the Code, under which benefits derived from employer contributions are based on the separate account balances of participants in addition to the defined benefits under the Plan.

CATHOLIC MEDICAL CENTER AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2016 and 2015

2. Significant Accounting Policies (Continued)

Effective January 1, 2008 the Medical Center decided to close participation in the Plan to new participants. As of January 1, 2008, current participants continued to participate in the Plan while new employees receive a higher matching contribution to the tax-sheltered annuity benefit program discussed below.

During 2011, the Board of Trustees voted to freeze the accrual of benefits under the Plan effective December 31, 2011.

The Plan was amended effective as of May 1, 2016 to provide a limited opportunity for certain terminated vested participants to elect an immediate lump sum or annuity distribution option.

The Medical Center also maintains tax-sheltered annuity benefit programs in which it matches one half of employee contributions up to 3% of their annual salary, depending on date of hire, plus an additional 3% - 5% based on tenure. The Medical Center made matching contributions under the program of \$5,241,882 and \$4,986,643 for the years ended June 30, 2016 and 2015, respectively.

During 2007, the Medical Center created a nonqualified deferred compensation plan covering certain employees under Section 457(b) of the Code. Under the plan, a participant may elect to defer a portion of their compensation to be held until payment in the future to the participant or his or her beneficiary. Consistent with the requirements of the Code, all amounts of deferred compensation, including but not limited to any investments held and all income attributable to such amounts, property, and rights will remain subject to the claims of the Medical Center's creditors, without being restricted to the payment of deferred compensation, until payment is made to the participant or their beneficiary. No contributions were made by the Medical Center for the years ended June 30, 2016 and 2015.

The Medical Center also provides a noncontributory supplemental executive retirement plan covering certain former executives of the Medical Center, as defined. The Medical Center's policy is to accrue costs under this plan using the "Projected Unit Credit Actuarial Cost Method" and to amortize past service costs over a fifteen year period. Benefits under this plan are based on the participant's final average salary, social security benefit, retirement income plan benefit, and total years of service. Certain investments have been designated for payment of benefits under this plan and are included in assets whose use is limited—pension and insurance obligations.

During 2007, the Medical Center created a supplemental executive retirement plan covering certain executives of the Medical Center. The Medical Center recorded compensation expense of \$446,521 and \$319,990 for the years ended June 30, 2016 and 2015, respectively, related to this plan.

Employee Fringe Benefits

The Medical Center has an "earned time" plan. Under this plan, each qualifying employee "earns" hours of paid leave for each pay period worked. These hours of paid leave may be used for vacations, holidays, or illness. Hours earned but not used are vested with the employee and are paid to the employee upon termination. The Medical Center expenses the cost of these benefits as they are earned by the employees.

CATHOLIC MEDICAL CENTER AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2016 and 2015

2. Significant Accounting Policies (Continued)

Debt Issuance Costs/Original Issue Discount or Premium

The debt issuance costs incurred to obtain financing for the Medical Center's construction and renovation programs and refinancing of prior bonds and the original issue discount or premium are amortized to interest expense using the straight-line method over the repayment period of the bonds. This approximates the effective interest method. The original issue discount or premium and debt issuance costs are presented as a component of long-term debt.

Assets Whose Use is Limited or Restricted

Assets whose use is limited or restricted include assets held by trustees under indenture agreements, pension and insurance obligations, designated assets set aside by the Board of Trustees, over which the Board retains control and may, at its discretion, subsequently use for other purposes, and donor-restricted investments.

Classification of Net Assets

Gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets. Temporarily restricted net assets are those whose use by the Medical Center has been limited by donors to a specific time period or purpose. When a donor restriction expires (i.e., when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified as unrestricted net assets and reported in the consolidated statements of operations as either net assets released from restrictions used for operations (for noncapital-related items and included in other revenue) or as net assets released from restrictions used for capital (for capital-related items).

Permanently restricted net assets have been restricted by donors to be maintained by the Medical Center in perpetuity. Income earned on permanently restricted net assets, to the extent not restricted by the donor, including net unrealized appreciation (depreciation) on investments, is included in the consolidated statements of operations as unrestricted resources or as a change in temporarily restricted net assets in accordance with donor-intended purposes or applicable law.

Donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying consolidated financial statements.

Investments and Investment Income

Investments are carried at fair value in the accompanying consolidated financial statements. See Note 8 for further discussion regarding fair value measurements. Realized gains or losses on the sale of investment securities are determined by the specific identification method and are recorded on the settlement date. Unrealized gains and losses on investments are excluded from the excess of revenues and (losses) gains over expenses unless the investments are classified as trading securities or losses are considered other-than-temporary. Interest and dividend income on unrestricted investments, unrestricted investment income on permanently restricted investments and unrestricted net realized gains/losses are reported as nonoperating gains/losses.

CATHOLIC MEDICAL CENTER AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2016 and 2015

2. **Significant Accounting Policies (Continued)**

Derivative Instruments

Derivatives are recognized as either assets or liabilities in the consolidated balance sheets at fair value regardless of the purpose or intent for holding the instrument. Changes in the fair value of derivatives are recognized either in the excess of revenues and (losses) gains over expenses or net assets, depending on whether the derivative is speculative or being used to hedge changes in fair value or cash flows. See also Note 5.

Beneficial Interest in Perpetual Trust

The Medical Center is the beneficiary of trust funds administered by trustees or other third parties. Trusts wherein the Medical Center has the irrevocable right to receive the income earned on the trust assets in perpetuity are recorded as permanently restricted net assets at the fair value of the trust at the date of receipt. Income distributions from the trusts are reported as investment income that increase unrestricted net assets, unless restricted by the donor. Annual changes in the fair value of the trusts are recorded as increases or decreases to permanently restricted net assets.

Investment Policies

The Medical Center's investment policies provide guidance for the prudent and skillful management of invested assets with the objective of preserving capital and maximizing returns. The invested assets include endowment, specific purpose and board designated (unrestricted) funds.

Endowment funds are identified as permanent in nature, intended to provide support for current or future operations and other purposes identified by the donor. These funds are managed with disciplined longer-term investment objectives and strategies designed to accommodate relevant, reasonable, or probable events.

Temporarily restricted funds are temporary in nature, restricted as to time or purpose as identified by the donor or grantor. These funds have various intermediate/long-term time horizons associated with specific identified spending objectives.

Board designated funds have various intermediate/long-term time horizons associated with specific spending objectives as determined by the Board of Trustees.

Management of these assets is designed to maximize total return while preserving the capital values of the funds, protecting the funds from inflation and providing liquidity as needed. The objective is to provide a real rate of return that meets inflation, plus 4% to 5%, over a long-term time horizon.

The Medical Center targets a diversified asset allocation that places emphasis on achieving its long-term return objectives within prudent risk constraints.

CATHOLIC MEDICAL CENTER AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2016 and 2015

2. Significant Accounting Policies (Continued)

Spending Policy for Appropriation of Assets for Expenditure

In accordance with the *Uniform Prudent Management of Institutional Funds Act* (UPMIFA), the Medical Center considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (a) the duration and preservation of the fund; (b) the purpose of the organization and the donor-restricted endowment fund; (c) general economic conditions; (d) the possible effect of inflation and deflation; (e) the expected total return from income and the appreciation of investments; (f) other resources of the organization; and (g) the investment policies of the organization.

Spending policies may be adopted by the Medical Center, from time to time, to provide a stream of funding for the support of key programs. The spending policies are structured in a manner to ensure that the purchasing power of the assets is maintained while providing the desired level of annual funding to the programs. The Medical Center currently has a policy allowing interest and dividend income earned on investments to be used for operations with the goal of keeping principal, including its appreciation, intact.

Federal Grant Revenue and Expenditures

Revenues and expenses under federal grant programs are recognized as the related expenditure is incurred.

Malpractice Loss Contingencies

The Medical Center has a claims-made basis policy for its malpractice insurance coverage. A claims-made basis policy provides specific coverage for claims reported during the policy term. The Medical Center has established a reserve to cover professional liability exposure, which may not be covered by insurance. The possibility exists, as a normal risk of doing business, that malpractice claims in excess of insurance coverage may be asserted against the Medical Center. In the event a loss contingency should occur, the Medical Center would give it appropriate recognition in its consolidated financial statements in conformity with accounting standards. The Medical Center expects to be able to obtain renewal or other coverage in future periods.

In accordance with Accounting Standards Update (ASU) No. 2010-24, "*Health Care Entities*" (Topic 954): *Presentation of Insurance Claims and Related Insurance Recoveries*, at June 30, 2016 and 2015, the Medical Center recorded a liability of \$12,262,255 and \$11,977,416, respectively, related to estimated professional liability losses covered under this policy. At June 30, 2016 and 2015, the Medical Center also recorded a receivable of \$8,514,255 and \$8,060,416, respectively, related to estimated recoveries under insurance coverage for recoveries of the potential losses. These amounts are included in accrued pension and other liabilities, and intangible assets and other, respectively, on the consolidated balance sheets.

CATHOLIC MEDICAL CENTER AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2016 and 2015

2. Significant Accounting Policies (Continued)

Workers' Compensation

The Medical Center maintains workers' compensation insurance under a self-insured plan. The plan offers, among other provisions, certain specific and aggregate stop-loss coverage to protect the Medical Center against excessive losses. The Medical Center has employed independent actuaries to estimate the ultimate costs, if any, of the settlement of such claims. Accrued workers' compensation losses of \$2,878,971 and \$2,909,142 at June 30, 2016 and 2015, respectively, have been discounted at 1.25% and, in management's opinion, provide an adequate reserve for loss contingencies. At June 30, 2016, \$1,260,992 and \$1,617,979 is recorded within accounts payable and accrued expenses and accrued pension and other liabilities, respectively, in the accompanying consolidated balance sheets. The Medical Center has also recorded \$293,014 and \$434,929 within other current assets and intangible assets and other, respectively, in the accompanying consolidated balance sheets to limit the accrued losses to the retention amount at June 30, 2016. At June 30, 2015, \$1,270,628 and \$1,638,514 is recorded within accounts payable and accrued expenses and accrued pension and other liabilities, respectively, in the accompanying consolidated balance sheets. The Medical Center has also recorded \$266,399 and \$379,572 within other current assets and intangible assets and other, respectively, in the accompanying consolidated balance sheets to limit the accrued losses to the retention amount at June 30, 2015.

Health Insurance

The Medical Center has a self-funded health insurance plan. The plan is administered by an insurance company which assists in determining the current funding requirements of participants under the terms of the plan and the liability for claims and assessments that would be payable at any given point in time. The Medical Center is insured above a stop-loss amount of \$325,000 on individual claims. Estimated unpaid claims, and those claims incurred but not reported at June 30, 2016 and 2015 of \$3,401,522 and \$1,744,516, respectively, are reflected in the accompanying consolidated balance sheets within accounts payable and accrued expenses.

Advertising Costs

The Medical Center expenses advertising costs as incurred, and such costs totaled approximately \$1,169,000 and \$794,000 for the years ended June 30, 2016 and 2015, respectively.

Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (FASB) issued ASU No. 2014-09, *Revenue from Contracts with Customers* (ASU 2014-09), which requires revenue to be recognized when promised goods or services are transferred to customers in amounts that reflect the consideration to which the Medical Center expects to be entitled in exchange for those goods and services. ASU 2014-09 will replace most existing revenue recognition guidance in U.S. GAAP when it becomes effective. ASU 2014-09 is effective for the Medical Center on July 1, 2018. ASU 2014-09 permits the use of either the retrospective or cumulative effect transition method. The Medical Center is evaluating the impact that ASU 2014-09 will have on its consolidated financial statements and related disclosures.

CATHOLIC MEDICAL CENTER AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2016 and 2015

2. **Significant Accounting Policies (Continued)**

In April 2015, the FASB issued ASU No. 2015-03, *Interest – Imputation of Interest: Simplifying the Presentation of Debt Issuance Costs* (ASU 2015-03). ASU 2015-03 simplifies the presentation of debt issuance costs and requires that the debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts. ASU 2015-03 is effective for the Medical Center's fiscal year ending June 30, 2017 with early adoption permitted. The Medical Center has elected to implement ASU 2015-03 in its 2016 consolidated financial statements (with retroactive application to 2015) which is allowed under the pronouncement. The adoption of this pronouncement did not materially affect the consolidated financial statements. See Note 5.

In May 2015, the FASB issued ASU No. 2015-07, *Fair Value Measurement (Topic 820): Disclosures for Investments in Certain Entities That Calculate Net Asset Value per Share (or Its Equivalent)* (ASU 2015-07). ASU 2015-07 removes the requirement to include investments in the fair value hierarchy for which fair value is measured using the net asset value per share practical expedient under ASC 820. ASU 2015-07 is effective for the Medical Center's fiscal year ending June 30, 2017 with early adoption permitted. The Medical Center has elected to implement ASU 2015-07 in its 2016 consolidated financial statements (with retroactive application to 2015 disclosures) which is allowed under the pronouncement. The adoption of this pronouncement did not materially affect the consolidated financial statements. See Notes 8 and 9.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)* (ASU 2016-02). Under ASU 2016-02, at the commencement of a long-term lease, lessees will recognize a liability equivalent to the discounted payments due under the lease agreement, as well as an offsetting right-of-use asset. ASU 2016-02 is effective for the Medical Center on July 1, 2019, with early adoption permitted. Lessees (for capital and operating leases) must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements. The modified retrospective approach would not require any transition accounting for leases that expired before the earliest comparative period presented. Lessees may not apply a full retrospective transition approach. The Medical Center is currently evaluating the impact of the pending adoption of ASU 2016-02 on the Medical Center's consolidated financial statements.

In August 2016, the FASB issued ASU No. 2016-14, *Presentation of Financial Statements for Not-for-Profit Entities (Topic 958)* (ASU 2016-14). Under ASU 2016-14, the existing three-category classification of net assets (i.e., unrestricted, temporarily restricted and permanently restricted) will be replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions". ASU 2016-14 also enhances certain disclosures regarding board designations, donor restrictions and qualitative information regarding management of liquid resources. In addition to reporting expenses by functional classifications, ASU 2016-14 will also require the financial statements to provide information about expenses by their nature, along with enhanced disclosures about the methods used to allocate costs among program and support functions. ASU 2016-14 is effective for the Medical Center's fiscal year ending June 30, 2019, with early adoption permitted. The Medical Center is currently evaluating the impact of the pending adoption of ASU 2016-14 on the Medical Center's consolidated financial statements.

CATHOLIC MEDICAL CENTER AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2016 and 2015

2. **Significant Accounting Policies (Continued)**

Reclassifications

Certain 2015 amounts have been reclassified to permit comparison with the 2016 consolidated financial statements presentation format.

Subsequent Events

Management of the Medical Center evaluated events occurring between the end of its fiscal year and September 20, 2016, the date the consolidated financial statements were available to be issued.

3. **Net Patient Service Revenue**

The following summarizes net patient service revenue for the years ended June 30:

	<u>2016</u>	<u>2015</u>
Gross patient service revenue	\$1,057,880,936	\$943,098,621
Less contractual allowances	681,930,930	604,350,783
Less provision for doubtful accounts	<u>20,941,899</u>	<u>22,167,345</u>
Net patient service revenue	<u>\$ 355,008,107</u>	<u>\$316,580,493</u>

The Medical Center maintains contracts with the Social Security Administration ("Medicare") and the State of New Hampshire Department of Health and Human Services ("Medicaid"). The Medical Center is paid a prospectively determined fixed price for each Medicare and Medicaid inpatient acute care service depending on the type of illness or the patient's diagnosis related group classification. Capital costs and certain Medicare and Medicaid outpatient services are also reimbursed on a prospectively determined fixed price. The Medical Center receives payment for other Medicaid outpatient services on a reasonable cost basis which are settled with retroactive adjustments upon completion and audit of related cost finding reports.

Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in net patient service revenues in the year that such amounts become known. The percentage of net patient service revenues earned from the Medicare and Medicaid programs was 30% and 5%, respectively, in 2016 and 36% and 5%, respectively, in 2015.

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Medical Center believes that it is in compliance with all applicable laws and regulations; compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties, and exclusion from the Medicare and Medicaid programs (Note 15).

CATHOLIC MEDICAL CENTER AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2016 and 2015

3. Net Patient Service Revenue (Continued)

The Medical Center also maintains contracts with certain commercial carriers, health maintenance organizations, preferred provider organizations and state and federal agencies. The basis for payment under these agreements includes prospectively determined rates per discharge and per day, discounts from established charges and fee screens. The Medical Center does not currently hold reimbursement contracts which contain financial risk components.

The approximate percentages of patient service revenues, net of contractual allowances and discounts and provision for doubtful accounts for the years ended June 30, 2016 and 2015 from third-party payors and uninsured patients are as follows:

	<u>Third-Party Payors</u>	<u>Uninsured Patients</u>	<u>Total All Payors</u>
2016			
Patient service revenue, net of contractual allowance and discounts	99.4%	0.6%	100.0%
2015			
Patient service revenue, net of contractual allowance and discounts	99.6%	0.4%	100.0%

An estimated breakdown of patient service revenues, net of contractual allowances and discounts and provision for doubtful accounts recognized in 2016 and 2015 from major payor sources, is as follows:

	<u>Gross Patient Service Revenues</u>	<u>Contractual Allowances and Discounts</u>	<u>Provision for Doubtful Accounts</u>	<u>Net Patient Service Revenues Less Provision for Doubtful Accounts</u>
2016				
Private payors (includes coinsurance and deductibles)	\$ 394,162,888	\$158,628,522	\$ 4,412,464	\$ 231,121,902
Medicaid	117,033,337	99,155,009	1,321,966	16,556,362
Medicare	523,841,449	415,124,785	3,447,062	105,269,602
Self-pay	<u>22,843,262</u>	<u>9,022,614</u>	<u>11,760,407</u>	<u>2,060,241</u>
	<u>\$1,057,880,936</u>	<u>\$681,930,930</u>	<u>\$20,941,899</u>	<u>\$ 355,008,107</u>
2015				
Private payors (includes coinsurance and deductibles)	\$ 353,219,284	\$160,233,525	\$ 7,172,479	\$ 185,813,280
Medicaid	87,670,275	71,259,626	565,462	15,845,187
Medicare	470,671,868	355,372,319	1,543,558	113,755,991
Self-pay	<u>31,537,194</u>	<u>17,485,313</u>	<u>12,885,846</u>	<u>1,166,035</u>
	<u>\$ 943,098,621</u>	<u>\$604,350,783</u>	<u>\$22,167,345</u>	<u>\$ 316,580,493</u>

CATHOLIC MEDICAL CENTER AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2016 and 2015

3. Net Patient Service Revenue (Continued)

The Medical Center recognizes changes in accounting estimates for net patient service revenues and third-party payor settlements as new events occur or as additional information is obtained. For the years ended June 30, 2016 and 2015, favorable adjustments recorded for changes to prior year estimates were approximately \$4,700,000 and \$2,400,000, respectively.

Medicaid Enhancement Tax and Disproportionate Share Payment

Under the State of New Hampshire's (the State) tax code, the State imposes a Medicaid Enhancement Tax (MET) equal to 5.45% of the Medical Center's net patient service revenues in State fiscal year 2016 and 5.5% of the Medical Center's net patient service revenues in State fiscal year 2015, with certain exclusions. The amount of tax incurred by the Medical Center for 2016 and 2015 was \$15,778,153 and \$14,962,857, respectively.

In the fall of 2010, in order to remain in compliance with stated federal regulations, the State of New Hampshire adopted a new approach related to Medicaid disproportionate share funding (DSH) retroactive to July 1, 2010. Unlike the former funding method, the State's approach led to a payment that was not directly based on, and did not equate to, the level of tax imposed. As a result, the legislation created some level of losses at certain New Hampshire hospitals, while other hospitals realized gains. DSH payments from the State are recorded in operating revenues and amounted to \$11,421,493 in 2016 and \$2,452,816 in 2015, net of reserves referenced below.

The Centers for Medicare and Medicaid Services (CMS) has completed audits of the State's program and the disproportionate share payments made by the State in 2011 and 2012, the first years that those payments reflected the amount of uncompensated care provided by New Hampshire hospitals. It is possible that subsequent years will also be audited by CMS. The Medical Center has recorded reserves to address its exposure based on the audit results to date.

Electronic Health Records Incentive Payments

The CMS Electronic Health Records (EHR) incentive programs provide a financial incentive for the "meaningful use" of certified EHR technology to achieve health and efficiency goals. To qualify for incentive payments, eligible organizations must successfully demonstrate meaningful use of certified EHR technology through various stages defined by CMS. The Medical Center filed certain meaningful use attestations with CMS. Revenue totaling \$1,028,197 and \$1,397,358 associated with these meaningful use attestations is recorded as other revenue for the years ended June 30, 2016 and 2015, respectively.

CATHOLIC MEDICAL CENTER AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2016 and 2015

4. Property, Plant and Equipment

The major categories of property, plant and equipment at June 30 are as follows:

	<u>Useful Lives</u>	<u>2016</u>	<u>2015</u>
Land and land improvements	2-40 years	\$ 1,207,869	\$ 1,207,869
Buildings and improvements	2-40 years	80,981,333	80,035,543
Fixed equipment	3-25 years	40,057,230	40,505,237
Movable equipment	3-25 years	105,774,552	103,407,894
Construction in progress		<u>2,165,901</u>	<u>2,837,272</u>
		230,186,885	227,993,815
Less accumulated depreciation and amortization		<u>148,473,963</u>	<u>147,040,706</u>
Net property, plant and equipment		<u>\$ 81,712,922</u>	<u>\$ 80,953,109</u>

Depreciation expense amounted to \$12,341,142 and \$10,854,424 for the years ended June 30, 2016 and 2015, respectively.

The cost of equipment under capital leases was \$7,844,527 at June 30, 2016 and 2015. Accumulated amortization of the leased equipment at June 30, 2016 and 2015 was \$5,217,627 and \$3,906,353, respectively. Amortization of assets under capital leases is included in depreciation and amortization expense.

5. Long-Term Debt and Note Payable

Long-term debt at June 30 consists of the following:

	<u>2016</u>	<u>2015</u>
New Hampshire Health and Education Facilities Authority (the Authority) Revenue Bonds:		
Series 2006 Bonds with interest ranging from 4.875% to 5.00% per year and principal payable in annual installments ranging from \$140,000 to \$835,000 through July 2036. In July 2016, Series 2015B Bonds were issued to refund these bonds in full, as described below	\$ 9,345,000	\$ 30,430,000
Series 2012 Bonds with interest ranging from 4.00% to 5.00% per year and principal payable in annual installments ranging from \$1,125,000 to \$2,755,000 through July 2032	29,805,000	32,065,000
Series 2015A Bonds with interest at a fixed rate of 2.27% per year and principal payable in annual installments ranging from \$185,000 to \$1,655,000 through July 2040	<u>24,070,000</u>	<u>—</u>
	63,220,000	62,495,000
Capitalized lease obligations	2,975,892	4,285,560
Unamortized original issue premiums/discounts	1,916,146	2,150,353
Unamortized debt issuance costs	<u>(703,688)</u>	<u>(731,733)</u>
	67,408,350	68,199,180
Less current portion	<u>(4,218,098)</u>	<u>(3,999,845)</u>
	<u>\$63,190,252</u>	<u>\$64,199,335</u>

CATHOLIC MEDICAL CENTER AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2016 and 2015

5. Long-Term Debt and Note Payable (Continued)

In May 2006, the Medical Center, in connection with the Authority, issued \$32,910,000 of tax-exempt fixed rate revenue bonds (Series 2006). Under the terms of the loan agreements, the Medical Center has granted the Authority a first collateralized interest in all gross receipts and a mortgage lien on existing and future property, plant and equipment. The Medical Center is required to maintain a minimum debt service coverage ratio of 1.25. The Medical Center was in compliance with this covenant for the year ending June 30, 2016. The proceeds of the Series 2006 bond issue were used to advance refund \$9,010,000 of Series 2002A Bonds, to provide funding for renovating additional space and equipment at the Medical Center, and to provide a portion of the funding for the construction of a parking garage.

In December 2012, the Medical Center, in connection with the Authority, issued \$35,275,000 of tax-exempt fixed rate revenue bonds (Series 2012). Under the terms of the loan agreements, the Medical Center has granted the Authority a first collateralized interest in all gross receipts and a mortgage lien on existing and future property, plant and equipment. The Medical Center is required to maintain a minimum debt service coverage ratio of 1.20. The Medical Center was in compliance with this covenant for the year ending June 30, 2016. The proceeds of the Series 2012 bond issue were used to advance refund the remaining 2002A Bonds, advance refund certain 2002B Bonds, pay off a short term CAN note and fund certain capital purchases.

On September 3, 2015, the Authority issued \$32,720,000 of Revenue Bonds, Catholic Medical Center Issue, Series 2015, consisting of the \$24,070,000 aggregate principal amount Series 2015A Bonds and the \$8,650,000 aggregate principal amount Series 2015B Bonds sold via direct placement to a financial institution. Although the Series 2015B Bonds were issued, they were not drawn on until July 1, 2016, as discussed below. Under the terms of the loan agreements, the Medical Center has granted the Authority a first collateralized interest in all gross receipts and a mortgage lien on existing and future property, plant and equipment. The Medical Center is required to maintain a minimum debt service coverage ratio of 1.20. The Medical Center was in compliance with this covenant for the year ending June 30, 2016.

The Series 2015A Bonds were issued to provide funds for the purpose of (i) advance refunding a portion of the outstanding 2006 Bonds in an amount of \$20,655,000 to the first call date of July 1, 2016, (ii) funding certain construction projects and equipment purchases in an amount of approximately \$3,824,000, and (iii) paying the costs of issuance related to the Series 2015 Bonds. As a result of this partial advance refunding, a portion of the unamortized bond issuance costs and original issue discount related to the Series 2006 Bonds were included in the loss on extinguishment of debt, which totaled \$1,034,157 for the year ended June 30, 2016. As of June 30, 2016, \$20,655,000 of advance refunded bonds, which are considered extinguished for purposes of these consolidated financial statements, remain outstanding.

The Series 2015B Bonds were structured as drawdown bonds. On July 1, 2016, the full amount available under the Series 2015B Bonds totaling \$8,650,000 was drawn upon and the proceeds in combination with cash contributed by the Medical Center totaling \$555,000 were used to currently refund the remaining balance of the Series 2006 Bonds totaling \$9,205,000. As no amounts were drawn on the Series 2015B Bonds as of June 30, 2016, there is no outstanding principal reflected within long-term debt in the accompanying consolidated balance sheets as of June 30, 2016 related to the Series 2015B Bonds.

CATHOLIC MEDICAL CENTER AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2016 and 2015

5. **Long-Term Debt and Note Payable (Continued)**

The Medical Center has an agreement with the Authority, which provides for the establishment of various funds, the use of which is generally restricted to the payment of debt. These funds are administered by a trustee, and income earned on certain of these funds is similarly restricted. One of the funds held by the trustee is a debt service reserve fund held solely for the benefit of the Series 2006 bonds. This fund may be used should the Medical Center fail to meet principal and interest payments on the Series 2006 bonds. The reserve fund requirement was \$557,864 as of June 30, 2016. The reserve fund requirement was subsequently removed as the Series 2006 Bonds were fully refunded by the Series 2015B Bonds on July 1, 2016, as previously discussed.

Interest paid by the Medical Center totaled \$2,776,490 and \$2,693,116 for the years ended June 30, 2016 and 2015, respectively.

Subsequent to the debt refinancing discussed above, aggregate principal payments due on the revenue bonds, capital lease obligations and other debt obligations for each of the five years ending June 30 and thereafter are as follows:

2017	\$ 4,218,098
2018	3,922,714
2019	4,021,301
2020	3,968,779
2021	3,580,000
Thereafter	<u>45,930,000</u>
	<u>\$65,640,892</u>

The fair value of the Medical Center's long-term debt is estimated using discounted cash flow analysis, based on the Medical Center's current incremental borrowing rate for similar types of borrowing arrangements. The fair value of the Medical Center's long-term debt, excluding capitalized lease obligations, was \$65,557,512 and \$64,294,967 at June 30, 2016 and 2015, respectively.

Pursuant to a Guaranty Agreement dated as of January 1, 1994 by and between Optima Health, Inc. (Optima) and the trustee for Hillcrest Terrace's (Hillcrest) Series 1994 Bond issue, later transferred from Optima to the Medical Center, the Medical Center has guaranteed to fund, up to a maximum cumulative amount of \$1,900,000, any deficiencies in Hillcrest's Debt Service Reserve Fund (the Reserve Fund) to the extent that the Reserve Fund value, as defined, is less than \$800,000. The Medical Center has made cumulative payments of \$251,564 as of June 30, 2016 and 2015 under this guarantee. The Medical Center had recorded a liability for the remaining \$1,648,436 as of June 30, 2015 within accrued pension and other liabilities in the accompanying consolidated balance sheets based upon management's estimate of future obligations. In July 2016, Hillcrest was acquired by an unrelated third party. As part of the acquisition, the outstanding debt of Hillcrest was refinanced and the Medical Center was released from its guaranty. As a result, the Medical Center has eliminated its \$1,648,436 guaranty liability at June 30, 2016 and recorded a recovery within supplies and other expense in the 2016 accompanying consolidated statement of operations.

CATHOLIC MEDICAL CENTER AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2016 and 2015

5. Long-Term Debt and Note Payable (Continued)

Derivatives

The Medical Center uses derivative financial instruments principally to manage interest rate risk. In January 2016, the Medical Center entered into an interest rate swap agreement with an initial notional amount of \$8,650,000 in connection with its planned Series 2015B Bond issuance. The swap agreement hedges the Medical Center's interest exposure by effectively converting interest payments from variable rates to a fixed rate. The swap agreement is designated as a cash flow hedge of the underlying variable rate interest payments, and changes in the fair value of the swap agreement are reported as a change in unrestricted net assets. Under this agreement, the Medical Center pays a fixed rate equal to 1.482%, and receives a variable rate of 69.75% of the one-month LIBOR rate (0.325% at June 30, 2016). Payments under the swap agreement begin August 1, 2016 and the agreement will terminate August 1, 2025.

The fair value of the Medical Center's interest rate swap agreement amounted to a liability of \$462,570 as of June 30, 2016, which amount has been included within accrued pension and other liabilities in the accompanying consolidated balance sheets. The change in the fair value of this derivative of \$462,570 has been included within the consolidated statements of changes in net assets as a change in unrestricted net assets for the year ended June 30, 2016.

6. Note Receivable

During February 1994, Hillcrest, together with the Authority, restructured \$26,000,000 of special obligation revenue bonds (Series 1990). The bondholder consented to an amendment of the Series 1990 bond indenture, which permitted the redemption of the Series 1990 bonds at a price of 85% of the par value thereof, or \$22,100,000. The redemption was accomplished partially with the issuance of \$18,950,000 of Series 1994 revenue bonds to the Authority. The Authority then loaned, under a Loan Agreement and Mortgage, the proceeds thereof to Hillcrest, which proceeds, after payment of certain issuance expenses and accrued interest on the Series 1990 bonds, were used to pay a portion of the redemption price of the Series 1990 bonds. In addition, certain funds deposited into the Series 1990 Reserve Fund were paid to Fidelity Health Alliance, Inc. (the Medical Center's former parent company and one of the organizations which formed Optima and hereinafter referred to as Optima) to repay earlier advances. Optima then loaned \$2,581,528 to Hillcrest pursuant to a subordinated loan agreement. Hillcrest owed Optima \$400,856, which was converted from a current obligation to a long-term obligation and included in the subordinated loan agreement resulting in a total of \$2,982,384 owed to Optima. In conjunction with the disaffiliation from Optima effective July 1, 2000, the subordinated loan became payable to the Medical Center. Hillcrest used a portion of the subordinated loan to pay a portion of the redemption price of the Series 1990 bonds. Also, upon redemption of the Series 1990 bonds, \$1,500,000 from the Series 1990 Reserve Fund was transferred to the Series 1994 Reserve Fund and the remaining amount, \$1,074,000, of the Series 1990 Reserve Fund was used to pay a portion of the redemption price of the Series 1990 bonds. The subordinated loan is subordinated in all respects to the Series 1994 revenue bonds. During 2004, the subordinated loan was restructured by the Medical Center. The principal due was reduced. The new note bears interest at a stated rate of 5% per annum. The balance receivable from Hillcrest is \$800,600 and \$879,035 at June 30, 2016 and 2015, respectively. As of August 31, 2008, Hillcrest defaulted on their debt covenants. As a result, the Medical Center had reserved \$793,885 at June 30, 2015 against the note receivable in the event of default. As discussed in Note 5, in July 2016, Hillcrest was acquired by an unrelated third party. The Medical Center received full payment for the remaining note receivable balance subsequent to year end. As a result, no reserve was necessary at June 30, 2016.

CATHOLIC MEDICAL CENTER AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2016 and 2015

7. Operating Leases

The Medical Center has various noncancelable agreements to lease various pieces of medical equipment. The Medical Center also has noncancelable leases for office space. The Medical Center has also assumed lease obligations for physician practices that became provider based. Certain real estate leases are with related parties. Total rent expense paid to related parties for the years ended June 30, 2016 and 2015 was \$1,657,032 and \$1,651,611, respectively. Rental expense under all leases for the years ended June 30, 2016 and 2015 was \$4,287,935 and \$5,043,849, respectively.

Estimated future minimum lease payments under noncancelable operating leases are as follows:

2017	\$ 3,792,664
2018	2,999,654
2019	2,265,555
2020	1,694,007
2021	1,639,415
Thereafter	<u>8,199,476</u>
	<u>\$20,590,771</u>

8. Investments and Assets Whose Use is Limited

Investments and assets whose use is limited, are comprised of the following at June 30:

	<u>2016</u>		<u>2015</u>	
	<u>Fair Value</u>	<u>Cost</u>	<u>Fair Value</u>	<u>Cost</u>
Cash and cash equivalents	\$ 7,164,580	\$ 7,164,580	\$ 6,740,841	\$ 6,740,841
U.S. federated treasury obligations	3,945,048	3,945,048	6,126,802	6,126,802
Marketable equity securities	29,024,260	26,710,178	32,268,622	27,825,249
Fixed income securities	46,786,047	46,869,043	40,608,173	40,851,024
Private investment funds	<u>47,919,006</u>	<u>30,501,744</u>	<u>51,471,785</u>	<u>33,219,309</u>
	<u>\$134,838,941</u>	<u>\$115,190,593</u>	<u>\$137,216,223</u>	<u>\$114,763,225</u>

CATHOLIC MEDICAL CENTER AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2016 and 2015

8. Investments and Assets Whose Use is Limited

Investment income and realized gains and losses and unrealized depreciation are summarized as follows:

	<u>2016</u>	<u>2015</u>
Unrestricted:		
Nonoperating investment income	\$ 1,147,170	\$ 1,898,644
Realized (losses) gains on sales of investments, net	(845,551)	1,132,800
Change in unrealized depreciation on investments	<u>(2,332,577)</u>	<u>(1,519,111)</u>
	<u>\$ (2,030,958)</u>	<u>\$ 1,512,333</u>
Restricted:		
Investment income	\$ 1,393	\$ 2,314
Change in unrealized depreciation on investments	(37,878)	(14,371)
Changes in interest in perpetual trust	<u>(434,195)</u>	<u>167,919</u>
	<u>\$ (470,680)</u>	<u>\$ 155,862</u>

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. In determining fair value, the use of various valuation approaches, including market, income and cost approaches, is permitted.

A fair value hierarchy has been established based on whether the inputs to valuation techniques are observable or unobservable. Observable inputs reflect market data obtained from sources independent of the reporting entity and unobservable inputs reflect the entity's own assumptions about how market participants would value an asset or liability based on the best information available. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. The standard describes a fair value hierarchy based on three levels of inputs, of which the first two are considered observable and the last unobservable, that may be used to measure fair value.

The following describes the hierarchy of inputs used to measure fair value and the primary valuation methodologies used by the Medical Center for financial instruments measured at fair value on a recurring basis. The three levels of inputs are as follows:

Level 1 — Observable inputs such as quoted prices in active markets;

Level 2 — Inputs, other than the quoted prices in active markets, that are observable either directly or indirectly; and

Level 3 — Unobservable inputs in which there is little or no market data.

CATHOLIC MEDICAL CENTER AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2016 and 2015

8. Investments and Assets Whose Use is Limited (Continued)

Assets and liabilities measured at fair value are based on one or more of three valuation techniques. The three valuation techniques are as follows:

- *Market approach* – Prices and other relevant information generated by market transactions involving identical or comparable assets or liabilities;
- *Cost approach* – Amount that would be required to replace the service capacity of an asset (i.e., replacement cost); and
- *Income approach* – Techniques to convert future amounts to a single present amount based on market expectations (including present value techniques).

In determining the appropriate levels, the Medical Center performs a detailed analysis of the assets and liabilities. There have been no changes in the methodologies used at June 30, 2016 and 2015. In accordance with ASU 2015-07, certain investments that are measured using the net value per share practical expedient have not been classified in the fair value hierarchy, which is a change from the 2015 presentation. See Note 2.

The following is a description of the valuation methodologies used:

U.S. Federated Treasury Obligations and Fixed Income Securities

The fair value is determined by using broker or dealer quotations, external pricing providers, or alternative pricing sources with reasonable levels of price transparency. The Medical Center holds fixed income mutual funds and exchange traded funds, governmental and federal agency debt instruments, municipal bonds, corporate bonds, and foreign bonds which are primarily classified as Level 1 within the fair value hierarchy.

Marketable Equity Securities

Marketable equity securities are valued based on stated market prices and at the net asset value of shares held by the Medical Center at year end, which generally results in classification as Level 1 within the fair value hierarchy.

Private Investment Funds

The Medical Center invests in private investment funds that consist primarily of limited partnership interests in investment funds, which, in turn, invest in diversified portfolios predominantly comprised of equity and fixed income securities, as well as options, futures contracts, and some other less liquid investments. Management has approved procedures pursuant to the methods in which the Medical Center values these investments, which ordinarily will be the amount equal to the pro-rata interest in the net assets of the limited partnership, as such value is supplied by, or on behalf of, each investment manager from time to time, usually monthly and/or quarterly.

CATHOLIC MEDICAL CENTER AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2016 and 2015

8. Investments and Assets Whose Use is Limited (Continued)

Medical Center management is responsible for the fair value measurements of investments reported in the consolidated financial statements. Such amounts are generally determined using audited financial statements of the funds and/or recently settled transactions. Because of inherent uncertainty of valuation of certain private investment funds, the estimate of the fund manager or general partner may differ from actual values, and differences could be significant. Management believes that reported fair values of its private investment funds at the consolidated balance sheet dates are reasonable.

The following tables present information about the Medical Center's assets and liabilities measured at fair value on a recurring basis based upon the lowest level of significant input to the valuations.

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
2016				
<u>Assets</u>				
Cash and cash equivalents	\$ 7,164,580	\$ —	\$ —	\$ 7,164,580
U.S. federated treasury obligations	3,945,048	—	—	3,945,048
Marketable equity securities	29,024,260	—	—	29,024,260
Fixed income securities	<u>46,786,047</u>	<u>—</u>	<u>—</u>	<u>46,786,047</u>
	<u>\$86,919,935</u>	<u>\$ —</u>	<u>\$ —</u>	86,919,935
Investments measured at net asset value:				
Private investment funds				<u>47,919,006</u>
Total assets at fair value				<u>\$134,838,941</u>
<u>Liabilities</u>				
Interest rate swap agreement	<u>\$ —</u>	<u>\$ —</u>	<u>\$(462,570)</u>	<u>\$(462,570)</u>
2015				
<u>Assets</u>				
Cash and cash equivalents	\$ 6,740,841	\$ —	\$ —	\$ 6,740,841
U.S. federated treasury obligations	6,126,802	—	—	6,126,802
Marketable equity securities	32,268,622	—	—	32,268,622
Fixed income securities	<u>40,608,173</u>	<u>—</u>	<u>—</u>	<u>40,608,173</u>
	<u>\$85,744,438</u>	<u>\$ —</u>	<u>\$ —</u>	85,744,438
Investments measured at net asset value:				
Private investment funds				<u>51,471,785</u>
Total assets at fair value				<u>\$137,216,223</u>

CATHOLIC MEDICAL CENTER AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2016 and 2015

8. Investments and Assets Whose Use is Limited (Continued)

The following tables present the liabilities carried at fair value as of June 30, 2016 and 2015 that are classified within Level 3 of the fair value hierarchy. The tables reflect gains and losses for the year. Additionally, both observable and unobservable inputs may be used to determine the fair value of positions that the Medical Center has classified within the Level 3 category. As a result, the unrealized gains and losses for liabilities within Level 3 may include changes in fair value that were attributable to both observable and unobservable inputs.

	<u>Fair Value Measurement Using Significant Unobservable Inputs (Level 3) Interest Rate Swap Agreement</u>
Balance at June 30, 2015	\$ -
Unrealized losses	<u>(462,570)</u>
Balance at June 30, 2016	<u>\$(462,570)</u>

There were no significant transfers between Levels 1, 2 or 3 for the years ended June 30, 2016 and 2015.

Net Asset Value Per Share

The following table discloses the fair value and redemption frequency of those assets whose fair value is estimated using the net asset value per share practical expedient at June 30, 2016 and 2015:

<u>Category</u>	<u>Fair Value</u>	<u>Unfunded Commitments</u>	<u>Redemption Frequency</u>	<u>Notice Period</u>
2016				
Private investment funds	\$39,788,388	\$ -	Daily/monthly	2-30 day notice
Private investment funds	8,130,618	-	Quarterly/ annually	65-95 day notice
2015				
Private investment funds	\$42,682,205	\$ -	Daily/monthly	2-30 day notice
Private investment funds	8,789,580	-	Quarterly/ annually	1-2 year lockup with 65-95 day notice

Investment Strategies

U.S. Federated Treasury Obligations and Fixed Income Securities

The primary purpose of these investments is to provide a highly predictable and dependable source of income, preserve capital, reduce the volatility of the total portfolio, and hedge against the risk of deflation or protracted economic contraction.

CATHOLIC MEDICAL CENTER AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2016 and 2015

8. Investments and Assets Whose Use is Limited (Continued)

Marketable Equity Securities

The primary purpose of equity investments is to provide appreciation of principal and growth of income with the recognition that this requires the assumption of greater market volatility and risk of loss. The total equity portion of the portfolio will be broadly diversified according to economic sector, industry, number of holdings and other characteristics, including style and capitalization. The Medical Center may employ multiple equity investment managers, each of whom may have distinct investment styles. Accordingly, while each manager's portfolio may not be fully diversified, it is expected that the combined equity portfolio will be broadly diversified.

Private Investment Funds

The primary purpose of private investment funds is to provide further portfolio diversification and to reduce overall portfolio volatility by investing in strategies that are less correlated with traditional equity and fixed income investments. Private investment funds may provide access to strategies otherwise not accessible through traditional equities and fixed income such as derivative instruments, real estate, distressed debt and private equity and debt.

Fair Value of Other Financial Instruments

Other financial instruments consist of accounts receivable, accounts payable and accrued expenses, amounts payable to third-party payors and long-term debt. The fair value of all financial instruments other than long-term debt approximates their relative book values as these financial instruments have short-term maturities or are recorded at amounts that approximate fair value. See Note 5 for disclosure of the fair value of long-term debt.

CATHOLIC MEDICAL CENTER AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2016 and 2015

9. Retirement Benefits

A reconciliation of the changes in the Catholic Medical Center Pension Plan and the Medical Center's Supplemental Executive Retirement Plan projected benefit obligations and the fair value of assets for the years ended June 30, 2016 and 2015, and a statement of funded status of the plans as of June 30 for both years follows:

	<u>Catholic Medical Center Pension Plan</u>		<u>Pre-1987 Supplemental Executive Retirement Plan</u>	
	<u>2016</u>	<u>2015</u>	<u>2016</u>	<u>2015</u>
Changes in benefit obligations:				
Projected benefit obligations				
at beginning of year	\$ (250,014,863)	\$ (221,842,560)	\$ (5,111,842)	\$ (5,118,270)
Service cost	(900,000)	(700,000)	-	-
Interest cost	(11,004,675)	(10,007,872)	(177,723)	(175,754)
Benefits paid	8,173,151	5,033,040	428,637	466,642
Actuarial loss	(33,830,209)	(22,685,780)	(99,946)	(284,460)
Expenses paid	<u>1,927,274</u>	<u>188,309</u>	<u>-</u>	<u>-</u>
Projected benefit obligations				
at end of year	(285,649,322)	(250,014,863)	(4,960,874)	(5,111,842)
Changes in plan assets:				
Fair value of plan assets				
at beginning of year	178,653,038	172,988,705	-	-
Actual return on plan assets	(4,200,622)	885,682	-	-
Employer contributions	-	10,000,000	428,637	466,642
Benefits paid	(8,173,151)	(5,033,040)	(428,637)	(466,642)
Expenses paid	<u>(1,927,274)</u>	<u>(188,309)</u>	<u>-</u>	<u>-</u>
Fair value of plan assets				
at end of year	<u>164,351,991</u>	<u>178,653,038</u>	<u>-</u>	<u>-</u>
Funded status of plan at June 30	<u>\$ (121,297,331)</u>	<u>\$ (71,361,825)</u>	<u>\$ (4,960,874)</u>	<u>\$ (5,111,842)</u>
Amounts recognized in the				
balance sheets				
consist of:				
Current liability	\$ -	\$ -	\$ (414,364)	\$ (445,591)
Noncurrent liability	<u>(121,297,331)</u>	<u>(71,361,825)</u>	<u>(4,546,510)</u>	<u>(4,666,251)</u>
Net amount recognized	<u>\$ (121,297,331)</u>	<u>\$ (71,361,825)</u>	<u>\$ (4,960,874)</u>	<u>\$ (5,111,842)</u>

The net loss for the defined benefit pension plans that will be amortized from unrestricted net assets into net periodic benefit cost over the next fiscal year is \$4,005,967.

The current portion of accrued pension costs included in the above amounts for the Medical Center amounted to \$414,364 and \$445,591 at June 30, 2016 and 2015, respectively, and has been included in accounts payable and accrued expenses.

CATHOLIC MEDICAL CENTER AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2016 and 2015

9. Retirement Benefits (Continued)

The amounts recognized in unrestricted net assets for the years ended June 30, 2016 and 2015 consist of:

	<u>Catholic Medical Center Pension Plan</u>		<u>Pre-1987 Supplemental Executive Retirement Plan</u>	
	<u>2016</u>	<u>2015</u>	<u>2016</u>	<u>2015</u>
Amounts recognized in the consolidated balance sheets – total plan:				
Unrestricted net assets:				
Net loss	\$ (146,796,806)	\$ (97,927,049)	\$ (2,641,480)	\$ (2,678,302)
Net amount recognized	<u>\$ (146,796,806)</u>	<u>\$ (97,927,049)</u>	<u>\$ (2,641,480)</u>	<u>\$ (2,678,302)</u>

Net periodic pension cost includes the following components for the years ended June 30, 2016 and 2015:

	<u>Catholic Medical Center Pension Plan</u>		<u>Pre-1987 Supplemental Executive Retirement Plan</u>	
	<u>2016</u>	<u>2015</u>	<u>2016</u>	<u>2015</u>
Service cost	\$ 900,000	\$ 700,000	\$ –	\$ –
Interest cost	11,004,675	10,007,872	177,723	175,754
Expected return on plan assets	(13,208,955)	(12,253,677)	–	–
Amortization of actuarial loss	<u>2,370,029</u>	<u>2,139,276</u>	<u>136,768</u>	<u>144,236</u>
Net periodic pension cost	<u>\$ 1,065,749</u>	<u>\$ 593,471</u>	<u>\$314,491</u>	<u>\$319,990</u>

Other changes in plan assets and benefit obligations recognized in unrestricted net assets for the years ended June 30, 2016 and 2015 consist of:

	<u>Catholic Medical Center Pension Plan</u>		<u>Pre-1987 Supplemental Executive Retirement Plan</u>	
	<u>2016</u>	<u>2015</u>	<u>2016</u>	<u>2015</u>
Net loss	\$51,239,786	\$ 34,053,775	\$ 99,946	\$ 284,460
Amortization of actuarial loss	<u>(2,370,029)</u>	<u>(2,139,276)</u>	<u>(136,768)</u>	<u>(144,236)</u>
Net amount recognized	<u>\$48,869,757</u>	<u>\$ 31,914,499</u>	<u>\$ (36,822)</u>	<u>\$ 140,224</u>

CATHOLIC MEDICAL CENTER AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2016 and 2015

9. Retirement Benefits (Continued)

The investments of the plans are comprised of the following at June 30:

	Target Allocation Fiscal <u>Year 2016</u>	Catholic Medical Center <u>Pension Plan</u> <u>2016</u>	<u>2015</u>
Marketable equity securities	70.0%	68.5%	70.1%
Fixed income securities	20.0	20.5	20.0
Other	<u>10.0</u>	<u>11.0</u>	<u>9.9</u>
	<u>100.0%</u>	<u>100.0%</u>	<u>100.0%</u>

The assumption for the long-term rate of return on plan assets has been determined by reflecting expectations regarding future rates of return for the investment portfolio, with consideration given to the distribution of investments by asset class and historical rates of return for each individual asset class.

The weighted-average assumptions used to determine the defined benefit pension plan obligations at June 30 are as follows:

	Catholic Medical Center <u>Pension Plan</u> <u>2016</u>	<u>2015</u>	Pre-1987 Supplemental Executive <u>Retirement Plan</u> <u>2016</u>	<u>2015</u>
Discount rate	3.69%	4.51%	2.94%	3.74%
Rate of compensation increase	N/A	N/A	N/A	N/A

The weighted-average assumptions used to determine the defined benefit pension plan's net periodic benefit costs for the years ended June 30 are as follows:

	Catholic Medical Center <u>Pension Plan</u> <u>2016</u>	<u>2015</u>	Pre-1987 Supplemental Executive <u>Retirement Plan</u> <u>2016</u>	<u>2015</u>
Discount rate	4.51%	4.37%	3.74%	3.53%
Rate of compensation increase	N/A	N/A	N/A	N/A
Expected long-term return on plan assets	7.50	7.50	N/A	N/A

The expected employer contributions for the fiscal year ending June 30, 2017 are not expected to be significant.

CATHOLIC MEDICAL CENTER AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2016 and 2015

9. Retirement Benefits (Continued)

The benefits, which reflect expected future service, as appropriate, expected to be paid for the years ending June 30 are:

	<u>Catholic Medical Center Pension Plan</u>	<u>Pre-1987 Supplemental Executive Retirement Plan</u>
2017	\$ 7,152,171	\$ 410,463
2018	7,986,683	399,944
2019	8,848,456	388,835
2020	9,632,960	377,110
2021 - 2025	60,789,175	1,685,101

The Medical Center contributed \$428,637 to the Pre-1987 Supplemental Executive Retirement Plan for the year ended June 30, 2016. No contributions were made to the Catholic Medical Center Pension Plan for the year ended June 30, 2016. The Medical Center plans to make any necessary contributions during the upcoming fiscal 2017 year to ensure the plans continue to be adequately funded given the current market conditions.

The following fair value hierarchy tables present information about the financial assets of the above plans measured at fair value on a recurring basis based upon the lowest level of significant input valuation as of June 30, 2016 and 2015:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
2016				
Cash and cash equivalents	\$ 2,253,370	\$ -	\$ -	\$ 2,253,370
Marketable equity securities	40,623,369	-	-	40,623,369
Fixed income securities	<u>33,668,845</u>	<u>-</u>	<u>-</u>	<u>33,668,845</u>
	<u>\$76,545,584</u>	<u>\$ -</u>	<u>\$ -</u>	76,545,584
Investments measured at net asset value:				
Private investment funds				<u>87,806,407</u>
Total assets at fair value				<u>\$164,351,991</u>
2015				
Cash and cash equivalents	\$ 1,784,219	\$ -	\$ -	\$ 1,784,219
Marketable equity securities	43,774,317	-	-	43,774,317
Fixed income securities	<u>30,954,530</u>	<u>-</u>	<u>-</u>	<u>30,954,530</u>
	<u>\$76,513,066</u>	<u>\$ -</u>	<u>\$ -</u>	76,513,066
Investments measured at net asset value:				
Private investment funds				<u>102,139,972</u>
Total assets at fair value				<u>\$178,653,038</u>

CATHOLIC MEDICAL CENTER AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2016 and 2015

9. Retirement Benefits (Continued)

In accordance with ASU 2015-07, as discussed in Note 8, certain investments that are measured using the net asset value per share practical expedient have not been classified in the fair value hierarchy above, which is a change from the 2015 presentation. See Note 2.

10. Related Party Transactions

During 2016 and 2015, the Medical Center made and received transfers of net assets (to) from affiliated organizations as follows:

	<u>2016</u>	<u>2015</u>
Alliance Health Services	\$ (5,940,000)	\$ (4,325,000)
Physician Practice Associates	(20,437,500)	(15,355,000)
Alliance Ambulatory Service	2,100,000	2,700,000
Alliance Resources	(2,627,000)	-
NH Medical Laboratory	(30,000)	(121,000)
Saint Peter's Home	<u>229</u>	<u>401</u>
	<u>\$ (26,934,271)</u>	<u>\$ (17,100,599)</u>

The Medical Center enters into various other transactions with the aforementioned related organizations as well as certain other related organizations. The net effect of these transactions was an amount due to affiliates of \$1,575,783 and \$1,375,956 at June 30, 2016 and 2015, respectively. See Note 7 for related party leasing activity.

11. Functional Expenses

The Medical Center provides general health care services to residents within its geographic location including inpatient, outpatient and emergency care. Expenses related to providing these services are as follows at June 30:

	<u>2016</u>	<u>2015</u>
Health care services	\$272,024,819	\$ 252,127,420
General and administrative	<u>61,813,665</u>	<u>51,451,154</u>
	<u>\$333,838,484</u>	<u>\$ 303,578,574</u>

CATHOLIC MEDICAL CENTER AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2016 and 2015

12. Concentration of Credit Risk

The Medical Center grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payor agreements. The mix of receivables from patients and third-party payors is as follows at June 30:

	<u>2016</u>	<u>2015</u>
Medicare	44%	40%
Medicaid	12	13
Commercial insurance and other	19	20
Patients (self pay)	8	10
Anthem Blue Cross	<u>17</u>	<u>17</u>
	<u>100%</u>	<u>100%</u>

13. Endowments

In July 2008, the State of New Hampshire enacted a version of UPMIFA (the Act). The new law, which had an effective date of July 1, 2008, eliminates the historical dollar threshold and establishes prudent spending guidelines that consider both the duration and preservation of the fund. As a result of this enactment, subject to the donor's intent as expressed in a gift agreement or similar document, a New Hampshire charitable organization may now spend the principal and income of an endowment fund, even from an underwater fund, after considering the factors listed in the Act.

At June 30, 2016 and 2015, the endowment net asset composition by type of fund consisted of the following:

	<u>Unrestricted Net Assets</u>	<u>Temporarily Restricted Net Assets</u>	<u>Permanently Restricted Net Assets</u>	<u>Total</u>
2016				
Donor-restricted funds	\$ —	\$395,655	\$7,844,432	\$ 8,240,087
Board-designated funds	<u>81,676,681</u>	<u>—</u>	<u>—</u>	<u>81,676,681</u>
Total funds	<u>\$81,676,681</u>	<u>\$395,655</u>	<u>\$7,844,432</u>	<u>\$89,916,768</u>
2015				
Donor-restricted funds	\$ —	\$330,158	\$8,316,483	\$ 8,646,641
Board-designated funds	<u>83,761,846</u>	<u>—</u>	<u>—</u>	<u>83,761,846</u>
Total funds	<u>\$83,761,846</u>	<u>\$330,158</u>	<u>\$8,316,483</u>	<u>\$92,408,487</u>

CATHOLIC MEDICAL CENTER AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2016 and 2015

13. Endowments (Continued)

Changes in endowment net assets consisted of the following for the fiscal years ended June 30:

	<u>Unrestricted Net Assets</u>	<u>Temporarily Restricted Net Assets</u>	<u>Permanently Restricted Net Assets</u>	<u>Total</u>
Balance at June 30, 2014	\$82,783,276	\$ 528,802	\$8,161,758	\$91,473,836
Investment return:				
Investment income	893,885	1,137	1,177	896,199
Net (depreciation) appreciation (realized and unrealized)	<u>(187,315)</u>	<u>—</u>	<u>153,548</u>	<u>(33,767)</u>
Total investment gain	706,570	1,137	154,725	862,432
Contributions	—	94,278	—	94,278
Appropriation for operations	—	(22,059)	—	(22,059)
Appropriation for capital	<u>272,000</u>	<u>(272,000)</u>	<u>—</u>	<u>—</u>
Balance at June 30, 2015	83,761,846	330,158	8,316,483	92,408,487
Investment return:				
Investment income	936,206	1,371	22	937,599
Net depreciation (realized and unrealized)	<u>(3,096,393)</u>	<u>—</u>	<u>(472,073)</u>	<u>(3,568,466)</u>
Total investment (loss) gain	(2,160,187)	1,371	(472,051)	(2,630,867)
Contributions	—	182,178	—	182,178
Appropriation for operations	—	(43,030)	—	(43,030)
Appropriation for capital	<u>75,022</u>	<u>(75,022)</u>	<u>—</u>	<u>—</u>
Balance at June 30, 2016	<u>\$81,676,681</u>	<u>\$ 395,655</u>	<u>\$7,844,432</u>	<u>\$89,916,768</u>

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires the Medical Center to retain as a fund of perpetual duration. There were no such deficiencies as of June 30, 2016 and 2015.

14. Investments in Joint Venture

During 2015, the Medical Center, along with four other participating hospitals and Tufts Health Plan, formed Tufts Health Freedom Plan (THFP), a joint venture. THFP is a health insurance company which began operations as of January 1, 2016. The Medical Center has a 10% ownership interest in this joint venture.

CATHOLIC MEDICAL CENTER AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2016 and 2015

15. **Commitments and Contingencies**

Litigation

Various legal claims, generally incidental to the conduct of normal business, are pending or have been threatened against the Medical Center. The Medical Center intends to defend vigorously against these claims. While ultimate liability, if any, arising from any such claim is presently indeterminable, it is management's opinion that the ultimate resolution of these claims will not have a material adverse effect on the financial condition of the Medical Center.

Regulatory

The healthcare industry is subject to numerous laws and regulations of federal, state, and local governments. Recently, government activity has increased with respect to investigations and allegations concerning possible violations by health care providers of fraud and abuse statutes and regulations, which could result in the imposition of significant fines and penalties as well as significant repayments for patient services previously billed. Compliance with such laws and regulations are subject to government review and interpretations as well as regulatory actions unknown or unasserted at this time.

CATHOLIC MEDICAL CENTER AND SUBSIDIARY

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Year Ended June 30, 2016

<u>Federal Grantor/Pass Through Grantor/Program or Cluster Title</u>	<u>Pass-Through Award Number</u>	<u>Federal CFDA Number</u>	<u>Federal Expenditures</u>
U.S. Department of Health and Human Services:			
Pass-through New Hampshire Hospital Association:			
National Bioterrorism Hospital Preparedness Program	N/A	93.889	\$ 20,242
Pass-through City of Manchester Department of Health:			
Health Centers Cluster:			
Consolidated Health Centers (Community Health Centers Migrant Health):			
Consolidated Health Centers	H80CS00002-15-01	93.224	976,782
Behavioral Health Integration Grant	H80CS00002-14-06	93.224	90,132
Expanded Medical Capacity Grant	H80CS00002-14-08	93.224	201,690
Health Center Quality Improvement Grant	H80CS00002-14-07	93.224	<u>49,812</u>
Total Health Centers Program Cluster			1,318,416
Maternal and Child Health Services Block Grant to the States	05-95-90-902010-		
	5190-102-500731	93.994	19,003
Block Grants for the Prevention and Treatment of Substance Abuse	05-95-049-491510-		
	2990-102-500734	93.959	17,607
Pass-through State of New Hampshire Department of Health and Human Services:			
Centers for Disease Control and Prevention-Investigations and Technical:			
Breast and Cervical Cancer Program	05-95-90-902010-		
	5659-102-500731	93.283	53,247
Community-Based Oral Health Services	05-95-90-902010-		
	4527-102-500731	93.758	<u>16,137</u>
Total expenditures of federal awards			<u>\$1,444,652</u>

See notes to this schedule.

CATHOLIC MEDICAL CENTER AND SUBSIDIARY

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Year Ended June 30, 2016

1. **Basis of Presentation**

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) summarizes the federal grant activity of Catholic Medical Center and Subsidiary (the Medical Center) for the year ending June 30, 2016, and is presented on the accrual basis of accounting. The Schedule includes all applicable federal grants for the Medical Center. The information in the Schedule is presented in accordance with the requirements of Section 2 of the Code of Federal Regulations, Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. Since the Schedule presents only a selected portion of the operations of the Medical Center, it is not intended to and does not present the financial position, results of operations, changes in net assets or cash flows of the Medical Center.

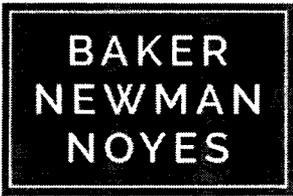
For purposes of the Schedule, federal awards include all grants, contracts and similar agreements entered into directly between the Medical Center and agencies and departments of the federal government and all subawards to the Medical Center by nonfederal organizations pursuant to federal grants, contracts and similar agreements.

2. **Summary of Significant Accounting Policies**

Expenditures for direct costs are recognized as incurred using the accrual method of accounting and the cost accounting principles contained in Section 2 of the Code of Federal Regulations, Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, as applicable. Under these cost principles, certain types of expenditures are not allowable or are limited as to reimbursement. Expenditures include only direct costs, as the Medical Center did not negotiate any indirect cost rate with the awarding agencies.

3. **Pass-Through Awards**

The Medical Center receives certain federal awards in the form of pass-through awards. Such amounts received as pass-through awards are specifically identified on the Schedule.



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

Board of Trustees
Catholic Medical Center and Subsidiary

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 Catholic Medical Center and Subsidiary (the Medical Center), which comprise the consolidated balance sheet as of June 30, 2016, and the related consolidated statements of operations, changes in net assets and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated September 20, 2016.

Internal Control Over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered the Medical Center'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 consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Medical Center's internal control. Accordingly, we do not express an opinion on the effectiveness of the Medical Center'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 entity'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

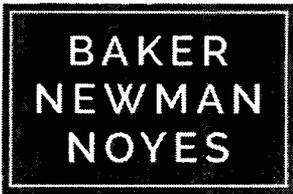
As part of obtaining reasonable assurance about whether the Medical Center's consolidated financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a 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 entity'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 entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Baker Newman & Noyes LLC

Manchester, New Hampshire
September 20, 2016



**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH
MAJOR FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL OVER
COMPLIANCE; AND REPORT ON SCHEDULE OF EXPENDITURES
OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE**

Board of Trustees
Catholic Medical Center and Subsidiary

Report on Compliance for Each Major Federal Program

We have audited Catholic Medical Center and Subsidiary's (the Medical Center) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the Medical Center's major federal programs for the year ended June 30, 2016. The Medical Center's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of Federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the Medical Center's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with 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 of the 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 Medical Center's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Medical Center's compliance.

Opinion on Each Major Federal Program

In our opinion, the Medical Center complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2016.

Report on Internal Control Over Compliance

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

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of Catholic Medical Center and Subsidiary as of and for the year ended June 30, 2016, and have issued our report thereon dated September 20, 2016 which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. We have not performed any procedures with respect to those audited financial statements subsequent to September 20, 2016.

Board of Trustees
Catholic Medical Center and Subsidiary

The accompanying Schedule of Expenditures of Federal Awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Baker Newman & Noyes LLC

Manchester, New Hampshire
December 2, 2016

CATHOLIC MEDICAL CENTER AND SUBSIDIARY

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

Year Ended June 30, 2016

I. Summary of Auditors' Results

Financial Statements:

Type of auditors' report issued:

Unmodified

Internal control over financial reporting:

- Material weakness(es) identified? yes no
- Significant deficiency(ies) identified that are not considered to be material weaknesses? yes no

Noncompliance material to financial statements noted?

yes no

Federal Awards:

Internal control over major programs:

- Material weakness(es) identified? yes no
- Significant deficiency(ies) identified that are not considered to be material weaknesses? yes no

Type of auditors' report issued on compliance for major programs:

Unmodified

Any audit findings disclosed that are required to be reported in accordance with Section 2 CFR 200.516(a)?

yes no

Identification of Major Programs:

CFDA #

Name of Federal Program or Cluster

U.S. Department of Health and Human Services:

Pass-Through City of Manchester Department of Health:

Health Centers Cluster:

93.224	Consolidated Health Centers
93.224	Behavioral Health Integration Grant
93.224	Expanded Medical Capacity Grant
93.224	Health Center Quality Improvement Grant

Dollar threshold used to distinguish between Type A and Type B programs:

\$750,000

Auditee qualified as low-risk auditee?

yes no

II. Financial Statement Findings

None.

III. Federal Award Findings and Questioned Costs

None.

CATHOLIC MEDICAL CENTER AND SUBSIDIARY

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

Year Ended June 30, 2016

There were no reported findings from the prior year.

**Catholic Medical Center
Board of Trustees – 2018**

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Catholic Medical Center

Executive Assistant / Board Liaison:

Carrie Perry
Catholic Medical Center
100 McGregor Street
Manchester, NH 03102
603.663.6552
e-mail: carrie.perry@cmc-nh.org

**Catholic Medical Center
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Executive Assistant / Board Liaison:

Carrie Perry
Catholic Medical Center
100 McGregor Street
Manchester, NH 03102
603.663.6552
e-mail: carrie.perry@cmc-nh.org

Paul A. Mertzic, RN, BSN, MS

Objective: To utilize my administrative, clinical and management skills in the development of systems to enhance the quality of and the access to health care services for all persons.

- Leader in community, ambulatory and acute care health environments
- Educator - Assessment, Planning, Developing and Implementing community and professional programs
- Strategic orientation

Experience:

1998- Present: **Catholic Medical Center** – Manchester, NH
A 300-bed community-based health care system. Five Star CMS Rated 2017

Executive Director Community Health and Mission August 2015 – Present
Strategic and Operational responsibility for the Assessment, planning, development budgeting, implementation and evaluation of the strategic initiatives for CMC, community and mission integration. Responsible for the development of collaborative relationships and partnerships within the community to improve the health status of our community

Executive Director of Operations, Physician Practice Association, Primary Care and Community Health - October 2012 – August 2015
Operational responsibility for the development, planning, budgeting and implementation of the strategic initiatives for the Primary Care Practices, Urgent Care and Community Health Services.

Director, Community Health Services & Urgent Care July 2011 – October 2012
Responsible for all aspects of CMC's Community Health Services and Urgent Care at Bedford. Enhance and develop collaborative relationships and partnerships within the community to improve the health status.

Director, Community Health Services – February 2002 to July 2011
Responsible for all aspects of CMC's Community Health Services and collaborative relationships and partnerships within the community to improve the health status.

Director, Community Health and Wellness – May 1997 – February 2002
Responsible for the ongoing operations of community-based programs serving those most in need. Responsible for creating collaborative relationships with agencies to maximize the potential for health and wellness efforts to those most in need.

1995 –1998: **Optima Health** – Manchester, NH
A community-based health care system created by the merger of two health care systems based in Manchester, NH.

Program Manager, Community Education and Wellness
Responsible for planning, coordinating and the delivery of community-based health and wellness services for those most in need.

1981 – 1995: **Elliot Hospital** – Manchester, NH
296 bed community-based acute care hospital

Director, Cardiology Services – (1990 – 1995)

Director, Cardiac Intermediate Care Unit – (1981- 1990)

**1980 –1981: Catholic Medical Center
Director, Cardiac Rehabilitation**

**1977- 1980: Elliot Hospital – Manchester, NH
Clinical Manager, Intensive Care Unit – (1978 – 1980)
Critical Care and Medical Surgical Staff Nurse – (1997- 1978)**

**1977 – 1980: Easter Seals Rehabilitation Program
RN Consultant, Cardiac Rehabilitation Program**

Education:

New England College, Henniker, NH - MS Organizational Management - 12/2000

NH College, Manchester, NH - Accounting and Financial Management courses

St. Anselm College, Goffstown, NH - Bachelor of Science, Nursing – 6/1977

Membership/Affiliations/Awards:

Catholic Medical Center Mission Award 2010
Good Samaritan Award in Health by Pastoral Counseling Services 2006
Makin It Happen Resiliency Award 2008
Community Leadership Award – Mental Health Center of Greater Manchester - 2017
Healthy Manchester Leadership Council
Leadership Manchester, Class of 2004
Leadership NH, Class of 2014
Makin' It Happen – Board of Directors 2003-2009
New Horizons of NH – Board of Directors 2003 - 2008
Kids Vote – Board of Directors 2005 - 2008
On the Road to Wellness – Board of Directors 2006 – 2016
Governors Council on Physical Activity and Health 2007- 2014
Regional Faculty AHA BLS/ BLS Instructor 2009 – 2012
Manchester Boys and Girls Club Board of Directors
Parish Counsel/Finance Council St. Joseph Parish Epping NH 2014 – Present
Granite United Way CIC
Granite United Way Community Review Team 2015, 2016, 2017
Granite United Way Board of Directors 2017 - present
New Hampshire Nurses Association Member
Commission on Government Affairs –(NHNA) 2005 - 2016
American Nurses Association Member
Pastoral Counseling Services – Board of Directors 2014 – present
Knight of Columbus 2017 – Present

Interests/Personal:

running, Exercise, Winter activities, Bicycling, Tennis, Swimming, Gardening, Kayaking

References available upon request.

Experience

Catholic Medical Center, 100 McGregor Street, Manchester, NH 03102
September 1992 to present

- Community Education and Wellness Health Educator: community health screenings, elementary school programs, strong living program, breast education/presentations to community, BCCP site coordinator and case manager
- Rehab RN: primary care PT nurse, w/e charge nurse, case management of PT's
- Short Stay Unit per diem RN: care of PT's, pre and post procedure

New England College, Henniker, NH 03242

March 1985 to June 1987

- Education Department secretary: clerical support for faculty, including typing, shorthand, filing, phones, supervision of work-study students, Office of Student Affairs

Kenmore Stamp Company, Milford, NH 03055

December 1975 to January 1977

- Receptionist: typing, phones, checked incoming stock

Kross, Inc., San Fernando, CA

March 1974 to January 1975

- Customer service, receptionist: typing, filing, phones, resolved customer complaints

Education

University of New Hampshire

- Additional RN courses

New Hampshire Technical Institute, Concord, NH 03301, 1989-1992

- Associate degree in nursing
- Dean's List, Phi Theta Kappa, Student Nurse Association, peer tutoring, volunteer in schools and High Hopes Foundation

Clinton High School, Clinton, MA, 1965-1969

- Business courses

References

References are available on request.

Program Staff List						
New Hampshire Department of Health and Human Services						
COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR						
Proposal Agency Name: Catholic Medical Center						
Program: RFP -2018-DPHS-21-BREAS						
Budget Period: 7/1/2018 - 6/30/2019						
A	B	C	D	E	E	F
Position Title	Current Individual In Position	Projected Rate as of 1st Day of Budget Period	Hours per Week	Amnt Funded by this program for Budget Period	Amnt Funded by other sources for Budget Period	Site*
Example:						
Program Coordinator	Sandra Smith	\$21.00	40	\$43,680	\$43,680	
Administrative Salaries						
Total Admin Salaries				\$0	\$0	
Direct Service Salaries						
Community Health Worker	open position	\$16.20	40	\$33,696	\$0	\$33,696
CHW benefits @30%				\$10,109		
RN/Case Manager	Marie DeWitt	\$36.00	8		\$14,976	
Total Direct Salaries				\$43,805	\$14,976	
Total Salaries by Program				\$43,804.80	\$14,976.00	
<p>Please note, any forms downloaded from the DHHS website will NOT calculate. Forms will be sent electronically via e-mail to all programs submitting a Letter of Intent by the due date.</p> <p>*Please list which site(s) each staff member works at, if your agency has multiple sites.</p>						