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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES

Lori A. Shibinette
Commissioner

Deborah D. Scheetz
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 10, 2021

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 Long Term Supports and Services, to enter into a **Sole Source** amendment to an existing contract with Amoskeag Health (VC#157247-B001), Manchester, NH to provide coordinated, culturally sensitive, family-centered comprehensive assessments and consultation services for children with complex health care needs, by increasing the price limitation by $365,000 from $1,336,250 to $1,701,250 and extending the completion date from June 30, 2021 to June 30, 2022 effective July 1, 2021, or upon Governor and Council approval, whichever is later. 25% Federal Funds. 75% General Funds.

The original contract was approved by Governor and Council on March 21, 2018, item #7A, and amended with Governor and Council approval on April 8, 2020, Late Item #A.

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

05-095-093-930010-51910000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DLTSS-DEVELOPMENTAL SVCS, DIV OF DEVELOPMENTAL SVCS, SPECIAL MEDICAL SERVICES.

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2018	561-500911	Specialty Clinics	93001000	$110,000	$0	$110,000
2019	561-500911	Specialty Clinics	93001000	$440,000	$0	$440,000
2020	561-500911	Specialty Clinics	93001000	$421,250	$0	$421,250
2021	561-500911	Specialty Clinics	93001000	$365,000	$0	$365,000
2022	561-500911	Specialty Clinics	93001000	$0	$365,000	$365,000
			Subtotal	*$1,336,250*	*$365,000*	*$1,701,250*

EXPLANATION

This request is Sole Source because there are no known viable alternatives to the services provided by the Contractor, and because the Department is seeking to extend the contract for three months beyond the nine months of renewal available. The Department posted a Request for Applications (RFA) from February 12, 2021 through March 15, 2021, to solicit applications to provide these services, and received only one (1) application, which was submitted by the current Contractor. This request is to extend the current contract to avoid any interruption in these critical services. The Department will effectuate a new solicitation that comports with recent changes in national best practices for bundling services to maintain pediatric network adequacy.

The purpose of this request is for the Contractor to continue providing medical and consultation services for children in New Hampshire who have complex medical needs that may include, but are not limited to, neuromotor conditions. The Complex Care Network consists of interdisciplinary teams of health care professionals who deliver specialized medical services to children with complex health conditions.

Approximately 90 unique patients and their families will be served from July 1, 2021 to June 30, 2022.

The Complex Care Network of health care professionals provides integrated services, coordinated service delivery, and improved linkages between health care providers, educational providers, and community service agencies. The coordination of care eliminates duplication of services and assures that children in need of specialized medical services receive timely and appropriate care.

Amoskeag Health will continue providing a single point of access to services for comprehensive specialty consultation that draws upon community resources for the provision of those services. The Contractor will continue to identify developmental pediatricians, specialty care providers, community-based psychologists, allied health providers, special education experts and local coordinators to participate as members of interdisciplinary teams, as needed, to effectively provide assessment and consultation services to families.

Additionally, the Contractor will continue providing interdisciplinary clinic services that are scheduled within a routine frequency and provide complex care education and training to health care providers, school professionals and caregivers. The Contractor's care coordinator will provide monitoring and coordination of services for the children and their families.

The Department will monitor the effectiveness of contract services through the following performance measures:

- 85% of parents or guardians of Children with Special Healthcare Needs who receive services from Complex Care Network providers and complete a Family Satisfaction Survey report satisfaction with services provided by the Complex Care Network.
- 100% of referrals to Complex Care Network are recorded and reported monthly.
- 100% of records from each clinic visit and consultation with Complex Care Network service provider, with individual or parental permission, will be shared with the Medical Home of the Children with Special Healthcare Needs annually.
- 100% of all intake assessments include, but are not limited to:
    - Medical needs.
    - Developmental and educational needs.
    - Equipment needs.

As referenced in Exhibit C-1, Revisions to General Provisions, Section 3, of the original contract, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for the remaining nine (9) months available, and is extending services for an additional three (3) months, to June 30, 2022.

Should the Governor and Executive Council not authorize this request, the Complex Care Network may not be sustained and children with complex medical needs may not receive needed specialty medical services, coordinated treatment, consultation, and continuity of care resulting in poor health outcomes.

Area served: Statewide

Source of Funds: CFDA #93.994, FAIN #B09SMO10035 HRSA Title V Maternal Child Health Block Grant

The Department will request General Funds in the event that Federal Funds are no longer available and services are still needed.

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the Complex Care Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Amoskeag Health (formerly known as Manchester Community Health Center) ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 21, 2018, (Item #7A) and as amended on April 8, 2020 (Late Item A) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

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

   June 30, 2022.

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

   $1,701,250.

3. Add Exhibit B-7, Amendment 2, Budget Sheet, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2021, subject to Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

6/8/2021
Date

DocuSigned by:
Deborah D. Scheetz
8D0CE9163608474...
Name: Deborah D. Scheetz
Title: Director Division of Long Term Supports and Services

Amoskeag Health

6/4/2021
Date

DocuSigned by:
C52AF939C85F454...
Name: Kris McCracken
Title: President/CEO

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

OFFICE OF THE ATTORNEY GENERAL

6/9/2021
Date

DocuSigned by:
D5CA9202E32C4AE...
Name: Catherine Pinos
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-7, Amendment #2, Budget Sheet

New Hampshire Department of Health and Human Services

Bidder/Program Name: Amoskeag Health

Budget Request for: Neuromotor and Complex Care Program (RFP-2018-BDS-05-NEURO-01-A01)

Budget Period: 07/01/21 - -6/30/22

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 217,516.00	$ -	$ 217,516.00	$ -	$ -	$ -	$ 217,516.00	$ -	$ 217,516.00
2. Employee Benefits	$ 39,762.00	$ -	$ 39,762.00	$ -	$ -	$ -	$ 39,762.00	$ -	$ 39,762.00
3. Consultants	$ 55,173.00	$ -	$ 55,173.00	$ -	$ -	$ -	$ 55,173.00	$ -	$ 55,173.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
6. Travel	$ 2,400.00	$ -	$ 2,400.00	$ -	$ -	$ -	$ 2,400.00	$ -	$ 2,400.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 725.00	$ -	$ 725.00	$ -	$ -	$ -	$ 725.00	$ -	$ 725.00
Postage	$ 277.00	$ -	$ 277.00	$ -	$ -	$ -	$ 277.00	$ -	$ 277.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 375.00	$ -	$ 375.00	$ -	$ -	$ -	$ 375.00	$ -	$ 375.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pediatric Orthopedist-All Clinics	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Developmental Pediatrician	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Interpreter Services	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500.00	$ -	$ 500.00
Complex Network Mettings	$ 475.00	$ -	$ 475.00	$ -	$ -	$ -	$ 475.00	$ -	$ 475.00
Travel & Mileage for Developmental Pediatrician	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical Transcription for Neuromotor Clinics	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office Equipment/Information Technology	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Space Allocaiton	$ 13,615.00	$ -	$ 13,615.00	$ -	$ -	$ -	$ 13,615.00	$ -	$ 13,615.00
Adminiatrative Fee	$ -	$ 33,182.00	$ 33,182.00	$ -	$ -	$ -	$ -	$ 33,182.00	$ 33,182.00
TOTAL	$ 331,818.00	$ 33,182.00	$ 365,000.00	$ -	$ -	$ -	$ 331,818.00	$ 33,182.00	$ 365,000.00
Indirect As A Percent of Direct		10.00%							

Contractor's Initials DS

Date 6/4/2021

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 AMOSKEAG HEALTH 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**

Certificate Number: **0005374103**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 27th day of May A.D. 2021.

William M. Gardner

Secretary of State

CERTIFICATE OF AUTHORITY

I, David Crespo hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of Amoskeag Health
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 1st 2021 at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Kris McCracken, President and CEO of Amoskeag Health is duly authorized on behalf of Amoskeag Health to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 6/1/2021

David R Crespo

Signature of Elected Officer

Name: David Crespo

Title: Board Secretary, Amoskeag Health

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/17/2021

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	CONTACT NAME: Kim Bilodeau	
Aspen Insurance Agency An Optisure Risk Partner 40 Stark Street Manchester NH 03104	PHONE (A/C, No, Ext): (603) 647-0800	FAX (A/C, No): (603) 647-0330
	E-MAIL ADDRESS: kim.bilodeau@optisure.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Selective Insurance Company	
	INSURER B : Comp-SIGMA Ltd	
	INSURER C : Hanover Professionals Direct	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED
AMOSKEAG HEALTH & CHILD HEALTH SERVICES INC 145 HOLLIS ST MANCHESTER NH 03101-1235

COVERAGES **CERTIFICATE NUMBER:** CL2011213067 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			S 2438257	11/01/2020	11/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG NOCR	$ 1,000,000 $ $ 10,000 $ $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			S 2438257	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Auto Elite Pac	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			S 2438257	11/01/2020	11/01/2021	EACH OCCURRENCE AGGREGATE 	$ 4,000,000 $ 4,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HCHS20200000383	02/01/2021	02/01/2022	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
C	FTCA Gap Professional Liability FTCA Gap Excess Prof Liability			L1VA515491 & L1V0305375	07/01/2020	07/01/2021	Each Incident Aggregate	$1,000,000 $3,000,000

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

CERTIFICATE HOLDER

State of NH - Department of Health and Human Services
129 Pleasant Street
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

Kim Bilodeau

AMOSKEAG HEALTH

MISSION

To improve the health and well-being of our patients and the communities we serve by providing exceptional care and services that are accessible to all.

VISION

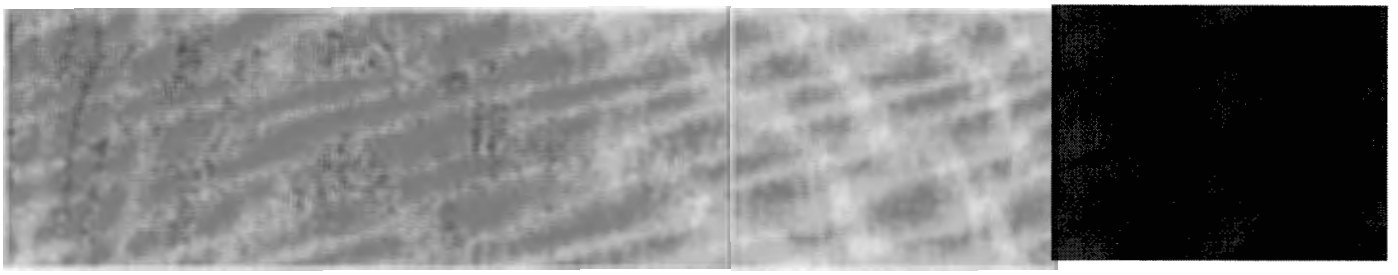
We envision a healthy and vibrant community with strong families and tight social fabric that ensures everyone has the tools they need to thrive and succeed.

CORE VALUES

We believe in:

- Promoting wellness and empowering patients through education
- Removing barriers so that our patients achieve and maintain their best possible health
- Providing exceptional, evidence-based and patient-centered care
- Fostering an environment of respect, integrity and caring where all people are treated equally with dignity and courtesy

BerryDunn



AMOSKEAG HEALTH

FINANCIAL STATEMENTS

June 30, 2020 and 2019

With Independent Auditor's Report

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Amoskeag Health

We have audited the accompanying financial statements of Amoskeag Health, which comprise the balance sheets as of June 30, 2020 and 2019, and the related statements of operations, functional expenses, 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 Amoskeag Health as of June 30, 2020 and 2019, 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.

Change in Accounting Principle

As discussed in Note 1 to the financial statements, during the year ended June 30, 2020, Amoskeag Health adopted new accounting guidance, Financial Accounting Standards Board Accounting Standards Update No. 2018-08, *Not-for-Profit Entities (Topic 958), Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. Our opinion is not modified with respect to this matter.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
November 3, 2020

AMOSKEAG HEALTH

Balance Sheets

June 30, 2020 and 2019

ASSETS

	2020	2019
Current assets		
Cash and cash equivalents	**$ 3,848,925**	$ 1,368,835
Patient accounts receivable, net	**1,650,543**	1,890,683
Grants and other receivables	**985,801**	1,063,463
Other current assets	**114,920**	174,461
Total current assets	**6,600,189**	4,497,442
Property and equipment, net	**4,249,451**	4,397,203
Total assets	**$10,849,640**	$ 8,894,645

LIABILITIES AND NET ASSETS

Current liabilities		
Line of credit	**$ 450,000**	$ 450,000
Accounts payable and accrued expenses	**526,311**	576,623
Accrued payroll and related expenses	**1,473,665**	1,210,890
Deferred revenue	**308,131**	-
Paycheck Protection Program refundable advance	**1,467,800**	-
Current maturities of long-term debt	**42,505**	46,368
Total current liabilities	**4,268,412**	2,283,881
Long-term debt, less current maturities	**1,556,661**	1,594,959
Total liabilities	**5,825,073**	3,878,840
Net assets		
Without donor restrictions	**4,711,819**	4,409,285
With donor restrictions	**312,748**	606,520
Total net assets	**5,024,567**	5,015,805
Total liabilities and net assets	**$10,849,640**	$ 8,894,645

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

AMOSKEAG HEALTH

Statements of Operations

Years Ended June 30, 2020 and 2019

	2020	2019
Operating revenue		
Patient service revenue	**$11,473,557**	$10,543,526
Provision for bad debts	**(681,463)**	(380,456)
Net patient service revenue	**10,792,094**	10,163,070
Grants, contracts and support	**8,754,060**	8,260,664
Provider Relief Funds	**214,172**	-
Other operating revenue	**264,523**	546,428
Net assets released from restriction for operations	**380,447**	1,066,720
Total operating revenue	**20,405,296**	20,036,882
Operating expenses		
Salaries and wages	**12,918,995**	11,994,846
Employee benefits	**2,423,466**	2,270,095
Program supplies	**519,960**	525,199
Contracted services	**2,190,239**	2,175,172
Occupancy	**725,333**	716,607
Other	**811,140**	841,861
Depreciation and amortization	**426,791**	428,159
Interest	**86,838**	100,845
Total operating expenses	**20,102,762**	19,052,784
Excess of revenue over expenses	**302,534**	984,098
Net assets released from restriction for capital acquisition	**-**	32,976
Increase in net assets without donor restrictions	**$ 302,534**	$ 1,017,074

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

AMOSKEAG HEALTH

Statements of Functional Expenses

Years Ended June 30, 2020 and 2019

2020

	Healthcare Services								Administrative and Support Services			
	Non-clinical Support Services	Enabling Services	Behavioral Health	Pharmacy	Medical	Special Medical Programs	Community Services	Total Healthcare Services	Facility	Marketing and Fundraising	Administration	Total
Salaries and wages	**$ 1,718,516**	**$ 526,822**	**$ 1,927,974**	**$ 79,500**	**$ 5,631,705**	**$ 842,162**	**$ 236,825**	**$10,963,504**	**$ 125,802**	**$ 158,008**	**$ 1,671,681**	**$12,918,995**
Employee benefits	**323,122**	**98,862**	**360,012**	**14,705**	**984,467**	**154,645**	**42,814**	**1,978,627**	**23,506**	**28,852**	**392,481**	**2,423,466**
Program supplies	**1,308**	**2,966**	**58,720**	**197,339**	**231,140**	**7,369**	**8,622**	**507,464**	**1,419**	**-**	**11,077**	**519,960**
Contracted services	**152,425**	**265,070**	**197,932**	**338,328**	**474,948**	**361,030**	**166,451**	**1,956,184**	**14,136**	**14,036**	**205,883**	**2,190,239**
Occupancy	**114,192**	**15,814**	**99,973**	**4,020**	**635,524**	**109,571**	**-**	**979,094**	**(524,235)**	**16,216**	**254,258**	**725,333**
Other	**69,816**	**5,692**	**87,212**	**435**	**101,999**	**20,137**	**42,731**	**328,022**	**55,165**	**22,673**	**405,280**	**811,140**
Depreciation and amortization	**205**	**-**	**11,358**	**-**	**50,809**	**569**	**1,224**	**64,165**	**241,318**	**462**	**120,846**	**426,791**
Interest	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**62,889**	**-**	**23,949**	**86,838**
Total	**$ 2,379,584**	**$ 915,226**	**$ 2,743,181**	**$ 634,327**	**$ 8,110,592**	**$ 1,495,483**	**$ 498,667**	**$16,777,060**	**$ -**	**$ 240,247**	**$ 3,085,455**	**$20,102,762**

2019

	Healthcare Services								Administrative and Support Services			
	Non-clinical Support Services	Enabling Services	Behavioral Health	Pharmacy	Medical	Special Medical Programs	Community Services	Total Healthcare Services	Facility	Marketing and Fundraising	Administration	Total
Salaries and wages	$ 1,697,621	$ 510,217	$ 1,752,659	$ 34,993	$ 5,377,237	$ 845,292	$ 115,735	$10,333,754	$ 120,979	$ 144,863	$ 1,395,250	$11,994,846
Employee benefits	323,075	97,869	330,299	6,406	932,471	164,397	20,419	1,874,936	22,428	27,986	344,745	2,270,095
Program supplies	1,047	5,896	39,987	254,261	217,078	5,211	1,030	524,510	412	120	157	525,199
Contracted services	76,373	251,088	202,352	336,857	445,115	395,557	220,523	1,927,865	21,225	21,502	204,580	2,175,172
Occupancy	121,143	16,549	105,959	4,260	687,382	116,132	-	1,051,425	(516,379)	17,186	164,375	716,607
Other	58,708	6,528	109,127	482	137,613	31,160	25,718	369,336	56,513	36,580	379,432	841,861
Depreciation and amortization	-	-	3,530	-	45,077	474	-	49,081	255,603	-	123,475	428,159
Interest	-	-	-	-	-	-	-	-	39,219	-	61,626	100,845
Total	$ 2,277,967	$ 888,147	$ 2,543,913	$ 637,259	$ 7,841,973	$ 1,558,223	$ 383,425	$16,130,907	$ -	$ 248,237	$ 2,673,640	$19,052,784

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

AMOSKEAG HEALTH

Statements of Changes in Net Assets

Years Ended June 30, 2020 and 2019

	2020	2019
Net assets without donor restrictions		
Excess of revenue over expenses	$ 302,534	$ 984,098
Net assets released from restriction for capital acquisition	-	32,976
Increase in net assets without donor restrictions	302,534	1,017,074
Net assets with donor restrictions		
Contributions	86,675	1,000,880
Net assets released from restriction for operations	(380,447)	(1,066,720)
Net assets released from restriction for capital acquisition	-	(32,976)
Decrease in net assets with donor restrictions	(293,772)	(98,816)
Change in net assets	8,762	918,258
Net assets, beginning of year	5,015,805	4,097,547
Net assets, end of year	$ 5,024,567	$ 5,015,805

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

AMOSKEAG HEALTH

Statements of Cash Flows

Years Ended June 30, 2020 and 2019

	2020	2019
Cash flows from operating activities		
Change in net assets	$ 8,762	$ 918,258
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	426,791	428,159
Equity in loss from limited liability company	6,877	-
(Increase) decrease in the following assets		
Patient accounts receivable	240,140	(105,792)
Grants and other receivables	77,662	(539,790)
Other current assets	40,441	10,551
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	(50,312)	(6,838)
Accrued payroll and related expenses	262,775	94,484
Deferred revenue	308,131	-
Net cash provided by operating activities	1,321,267	799,032
Cash flows from investing activities		
Distribution from limited liability company	12,223	-
Capital expenditures	(274,832)	(174,314)
Net cash used by investing activities	(262,609)	(174,314)
Cash flows from financing activities		
Payments on line of credit	-	(235,000)
Proceeds from Paycheck Protection Program refundable advance	1,467,800	-
Payments on long-term debt	(46,368)	(66,375)
Net cash provided (used) by financing activities	1,421,432	(301,375)
Net increase in cash and cash equivalents	2,480,090	323,343
Cash and cash equivalents, beginning of year	1,368,835	1,045,492
Cash and cash equivalents, end of year	$ 3,848,925	$ 1,368,835
Supplemental disclosures of cash flow information		
Cash paid for interest	$ 86,838	$ 100,845
Non-cash transactions		
Line of credit refinanced as long-term debt	$ -	$ 500,000

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

Organization

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

1. Summary of Significant Accounting Policies

Basis of Presentation

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (U.S. GAAP), which requires the Organization to report information in the financial statements according to the following net asset classifications:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the Board of Directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Uncertainty Related to COVID-19

On March 11, 2020, the World Health Organization declared the 2019 Novel Coronavirus Disease (COVID-19) a global pandemic. The COVID-19 pandemic has impacted and could further impact the Organization's operations as a result of quarantines and travel and logistics restrictions. The extent to which the COVID-19 pandemic impacts the Organization's business, results of operations and financial condition will depend on future developments, which are highly uncertain and cannot be predicted, including, but not limited to the duration, spread, severity, and impact of the COVID-19 pandemic, the effects of the COVID-19 pandemic on the Organization's members and the remedial actions and stimulus measures adopted by local and federal governments. Therefore, the Organization cannot reasonably estimate the impact at this time.

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. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of 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, money market funds and petty cash.

The Organization has cash deposits in major financial institutions which exceed federal depository insurance limits. The Organization has not experienced losses in such accounts and management believes the credit risk related to these deposits is minimal.

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.

A portion of the Organization's revenue is derived from cost-reimbursable grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as deferred revenue. The Organization has been awarded cost reimbursable grants of $5,557,242 and $4,529,840 that have not been recognized at June 30, 2020 and 2019, respectively, because qualifying expenditures have not yet been incurred. The Organization also has been awarded $4,410,210 in cost-reimbursable grants with a project period beginning July 1, 2020.

The Organization receives a significant amount of grants from the U.S. Department of Health and Human Services (HHS). As with all government funding, these grants are subject to reduction or termination in future years. For the years ended June 30, 2020 and 2019, grants from HHS (including both direct awards and awards passed through other organizations) represented approximately 58% and 61%, respectively, of grants, contracts and support revenue.

Investment in Limited Liability Company

The Organization was one of eight partners in Primary Health Care Partners (PHCP), a limited liability company organized in New Hampshire. The Organization's investment in PHCP was reported on the equity method due to the Organization's ability to exercise significant influence over reporting and financial policies. The Organization's investment in PHCP amounted to $22,589 at June 30, 2019. PHCP was terminated on December 31, 2019 due to changes in the regulatory environment in New Hampshire. The Organization's capital balance was distributed to the Organization during 2020.

Property and Equipment

Property and equipment are carried at cost. 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. The Organization's capitalization policy is applicable for acquisitions greater than $1,000.

Provider Relief Funds

The Coronavirus Aid, Relief, and Economic Security (CARES) Act and the Paycheck Protection Program and Health Care Enhancement Act (PPPHCE) Act established the Provider Relief Fund (PRF) to support healthcare providers in the battle against the COVID-19 outbreak. The PRF is being administered by HHS. The Organization received PRF in the amount of $214,172 during the year ended June 30, 2020. These funds are to be used for qualifying expenses and to cover lost revenue due to COVID-19. The PRF are considered conditional contributions and are recognized as income when qualifying expenditures have been incurred. Management believes the Organization met the conditions necessary to recognize these contributions as revenue as of June 30, 2020, based on its understanding of the requirements related to lost revenues. Management believes the position taken is a reasonable interpretation of the rules, subject to further clarification, which is expected from HHS.

Subsequent reports to HHS are required for the period ending December 31, 2020. On September 19, 2020 and October 22, 2020, HHS issued reporting requirements which revised the previous definition of qualifying expenditures related to lost revenue. Due to the complexity of the reporting requirements and the continued issuance of clarifying guidance, there is at least a reasonable possibility the amount of income recognized related to lost revenues may change by a material amount. Any difference between amounts previously estimated and amounts subsequently determined to be recoverable or payable will be included in income in the year that such amounts become known.

Paycheck Protection Program

On April 23, 2020, the Organization qualified for and received a loan in the amount of $1,467,800 pursuant to the Paycheck Protection Program (PPP), a program implemented by the U.S. Small Business Administration (SBA) under the CARES Act and the PPPHCE Act. The loan is unsecured, has a two-year term with a maturity date of April 2022, bears an annual interest rate of 1%, and shall be payable monthly with the first six monthly payments deferred. The principal amount of the PPP is subject to forgiveness, upon the Organization's request, to the extent that the proceeds are used to pay qualifying expenditures, including payroll costs, interest on mortgages, rent and utilities, incurred by the Organization.

The Organization has utilized $1,088,067 of the total available PPP for qualifying expenditures as of June 30, 2020 and anticipates utilizing the remaining funds in the first quarter of fiscal year 2021. It is the Organization's intent to apply for forgiveness at that time. Forgiveness is subject to the sole approval of the SBA. The Organization has chosen to follow the conditional contribution model for the PPP and has opted to not record any income until forgiveness is received. The full amount of the PPP received is reported as a refundable advance in the current liabilities section of the balance sheet at June 30, 2020.

COVID-19 Emergency Healthcare System Relief Fund Loan

During July, 2020, the Organization qualified for and received a loan in the amount of $250,000 from the COVID-19 Emergency Healthcare System Relief Fund (Relief Loan), a program implemented by the State of New Hampshire, Department of Health and Human Services. The Relief Loan is unsecured, is interest free, and has a maturity date of 180 days after the expiration of the State of Emergency declared by the Governor at which time the loan is due in full. The principal amount of the Relief Loan has the potential to be converted to a grant at the discretion of the Governor if certain criteria are met. The Organization submitted an application to convert the Relief Loan to a grant which was approved.

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, Medicaid managed care companies and commercial insurances on behalf of the Organization. Reimbursement received by the pharmacies is remitted to the Organization, less dispensing and administrative fees.

Contributions

During 2020, the Organization adopted Financial Accounting Standards Board Accounting Standards Update (ASU) No. 2018-08, *Not-for-Profit Entities (Topic 958), Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. ASU No. 2018-08 applies to all entities that receive or make contributions and clarifies the definition of transactions accounted for as an exchange transaction subject to applicable guidance for revenue recognition, and transactions that should be accounted for as contributions (non-exchange transactions) subject to the contribution accounting model.

Further, ASU No. 2018-08 provides criteria for evaluating whether contributions are unconditional or conditional. Conditional contributions specify a barrier that the recipient must overcome and a right of return that releases the donor from its obligation if the barrier is not achieved, otherwise the contribution is unconditional. Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. Conditional contributions received prior to incurring qualifying expenditures are reported as deferred revenue. The adoption of ASU No. 2018-08 was effective for the year ended June 30, 2020, and thus had no impact on the Organization's 2019 net assets, results of its operations, or cash flows. Prior to the adoption of ASU No. 2018-08, the Organization reported grant awards in net assets with donor restrictions, with releases from restriction when qualifying expenditures were incurred.

Contributions are reported as net assets with donor restrictions if they are received with donor stipulations that limit use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified as net assets without donor restrictions and reported in the statements of operations as net assets released from restriction.

Functional Expenses

The financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include depreciation, interest, and office and occupancy costs, which are allocated on a square-footage basis, as well as the shared systems technology fees for the Organization's medical records and billing system, which are allocated based on the percentage of patients served by each function.

Excess of Revenue Over Expenses

The statements of operations reflect the excess of revenue over expenses. Changes in net assets without donor restrictions which are excluded from the excess of revenue over expenses 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 3, 2020, 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.

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments. The Organization has various sources of liquidity at its disposal, including cash and cash equivalents and a line of credit.

The Organization had working capital of $2,331,777 and $2,213,561 at June 30, 2020 and 2019, respectively. The Organization had average days (based on normal expenditures) cash and cash equivalents on hand (including investments and assets limited as to use for working capital) of 150 and 113 at June 30, 2020 and 2019, respectively.

Financial assets available for general expenditure within one year were as follows:

	2020	2019
Cash and cash equivalents	$ 3,848,925	$ 1,368,835
Patient accounts receivable, net	1,650,543	1,890,683
Grants and other receivables	985,801	1,063,463
Financial assets available	6,485,269	4,322,981
Less net assets with donor restrictions	312,748	606,520
Financial assets available for general expenditure	$ 6,172,521	$ 3,716,461

The Organization's goal is generally to have, at the minimum, the Health Resources and Services Administration recommended days cash on hand for operations of 30 days. At June 30, 2020, average days cash on hand was higher than the Organization's goal due to various COVID related relief payments disclosed in Note 1.

The Organization has a $1,000,000 line of credit, as discussed in more detail in Note 5. As of June 30, 2020, $550,000 remained available on the line of credit.

3. Patient Accounts Receivable

Patient accounts receivable consisted of the following as of June 30:

	2020	2019
Patient service accounts receivable	$ 2,977,166	$ 3,115,302
Contract 340B pharmacy program receivables	117,989	106,443
Total patient accounts receivable	3,095,155	3,221,745
Allowance for doubtful accounts	(1,444,612)	(1,331,062)
Patient accounts receivable, net	$ 1,650,543	$ 1,890,683

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. Primary payers representing 10% or more of the Organization's gross patient accounts receivable are as follows:

	2020	2019
Medicare	15 %	13 %
Medicaid	22 %	26 %

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 individual payer. 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.

A reconciliation of the allowance for uncollectible accounts follows as of June 30:

	2020	2019
Balance, beginning of year	$ 1,331,062	$ 1,219,080
Provision for bad debts	681,463	380,456
Write-offs	(567,913)	(268,474)
Balance, end of year	$ 1,444,612	$ 1,331,062

The increase in the allowance is due to an increase in balances over 240 days old.

4. Property and Equipment

Property and equipment consist of the following as of June 30:

	2020	2019
Land	$ 81,000	$ 81,000
Building and leasehold improvements	5,165,754	5,125,647
Furniture and equipment	2,355,196	2,120,471
Total cost	7,601,950	7,327,118
Less accumulated depreciation	3,352,499	2,929,915
Property and equipment, net	$ 4,249,451	$ 4,397,203

Property and equipment acquired with Federal grant funds are subject to specific federal standards for sales and other dispositions. In many cases, the Federal government retains a residual ownership interest in the assets, requiring prior approval and restrictions on disposition.

5. Line of Credit

The Organization has a $1,000,000 line of credit demand note with a local banking institution subject to an annual review as of December 31. The line of credit is collateralized by all assets. The interest rate is LIBOR plus 3.5% (5.3% at June 30, 2020). There was an outstanding balance on the line of credit of $450,000 at June 30, 2020 and 2019.

The Organization has a 30-day paydown requirement on the line of credit. For the year ended June 30, 2020, the Organization received a waiver from the bank for the paydown requirement.

6. Long-Term Debt

Long-term debt consists of the following as of June 30:

	2020	2019
Note payable, with a local bank (see terms below)	**$ 1,598,648**	$ 1,634,694
Note payable, New Hampshire Health and Education Facilities Authority (NHHEFA), payable in monthly installments of $513, including interest at 1.00%, due July 2020, collateralized by all business assets	**518**	6,633
Total long-term debt	**1,599,166**	1,641,327
Less current maturities	**42,505**	46,368
Long-term debt, less current maturities	**$ 1,556,661**	$ 1,594,959

The Organization has a promissory note with Citizens Bank, N. A. (Citizens), collateralized by real estate, for $1,670,000 with NHHEFA participating in the lending for $450,000 of the note payable. Monthly payments of $8,595, including interest fixed at 3.76%, are based on a 25 year amortization schedule and are to be paid through April 2026, at which time a balloon payment will be due for the remaining balance. The note is collateralized by real estate.

Scheduled principal repayments of long-term debt for the next five years and thereafter follows as of June 30, 2020:

2021	$ 42,505
2022	43,616
2023	45,308
2024	46,912
2025	48,886
Thereafter	1,371,939
Total	$ 1,599,166

The Organization is required to meet an annual minimum working capital and debt service coverage debt covenants 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. The Organization was in compliance with all loan covenants at June 30, 2020.

7. Net Assets

Net assets were as follows as of June 30:

	2020	2019
Net assets without donor restrictions		
Undesignated	**$ 462,368**	$ 12,082
Designated for working capital	**4,249,451**	4,397,203
Total	**$ 4,711,819**	$ 4,409,285
Net assets with donor restrictions for specific purpose		
Temporary in nature		
Healthcare services	**$ 80,961**	$ 364,936
Child health services	**130,429**	140,226
Total	**211,390**	505,162
Permanent in nature		
Available to borrow for working capital as needed	**101,358**	101,358
Total	**$ 312,748**	$ 606,520

8. Patient Service Revenue

Patient service revenue follows for the years ended June 30:

	2020	2019
Gross charges	**$18,001,613**	$18,103,265
Contract 340B pharmacy revenue	**1,508,541**	1,553,866
Total gross revenue	**19,510,154**	19,657,131
Contractual adjustments	**(6,016,154)**	(7,174,190)
Sliding fee scale discounts	**(2,020,443)**	(1,939,415)
Total patient service revenue	**$11,473,557**	$10,543,526

Revenue from Medicaid accounted for approximately 55% and 53% of the Organization's gross patient service revenue for the years ended June 30, 2020 and 2019, respectively. No other individual payer represented more than 10% of the Organization's gross patient service revenue.

Laws and regulations governing the Medicare, Medicaid and 340B 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, Medicaid and 340B. 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.

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 and contractually obligated payment rates which may be less than the Organization's public fee schedule.

Charity Care

The Organization provides care to patients who meet certain criteria under its sliding fee discount 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. 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 sliding fee discount policy amounted to $2,432,740 and $2,217,386 for the years ended June 30, 2020 and 2019, 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 403(b) that covers substantially all employees. The Organization contributed $285,796 and $309,981 for the years ended June 30, 2020 and 2019, respectively.

10. 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, 2020, 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.

11. Lease Commitments

The Organization leases office space under noncancelable operating leases. Future minimum lease payments under these lease agreements are as follows:

2021	$ 194,822
2022	178,451
2023	147,032
2024	94,357
Total	$ 614,662

Rent expense amounted to $226,805 and $223,302 for the years ended June 30, 2020 and 2019, respectively.

AMOSKEAG HEALTH BOARD OF DIRECTORS AS OF 6/1/2021

AMOSKEAG HEALTH

Kathleen Davidson	Board Chair
Richard Elwell	Board Treasurer
David Crespo	Board Secretary
Angella Chen-Shadeed	Board Member
Dennis "Danny" Carlsen	Board Member
Phillip Adams	Board Member
David Hildenbrand	Board Member
Dawn McKinney	Board Member
Thomas Lavoie	Board Member
Christian Scott	Board Member
Madhab Gurung	Board Member
Debra (Debbie) Manning	Board Member
Jill Bille	Board Member
Obhed Giri	Board Member
Gail Tudor	Board Member
Rusty Mosca	Board Member

JANET E. CLARK

PROFESSIONAL EXPERIENCE:

Amoskeag Health, Manchester, NH

Director, Special Medical Programs 2003 to Present

- Management of four programs for children with special health care needs throughout NH including the Child Development Clinic, Neuromotor Clinic, Complex Care Network, Health Care Coordination, and Nutrition programs.
- Member of Amoskeag Health Management Team, Marketing and Development Committee
- Responsible for contract management and program compliance with state and federal mandates.
- Prepare Requests for Proposals to DHHS every four years to assure consistent funding
- Supervise 14 Amoskeag Health employees and 11 contractors
- Facets in Epilepsy Care: Innovative Strategies in Serving Children and Youth with Epilepsy, a three-year project in collaboration with the Epilepsy Foundation ,Children's Hospital at Dartmouth and NH Family Voices 2010-2013
- Co-lead for Action Learning Collaborative on the Ease of Use of Services for Latino Families Who Have Children and Youth with Special Health Care Needs. 2013-2015

Regional Program Coordinator, Child Development Clinic Network October 1987 to Present

- Manage statewide Child Development Clinic Network, including clinical assessment, community relations, family support, advocacy, all organizational functions of multi-disciplinary team (MD's, PhD's, support staff).
- Develop yearly clinical activities, collaborative initiatives and long-range goals, annual report to DHHS
- 2006-2015 Co-coordinator of the Manchester Infant Mental Health team
- Coordinated Child Development Services Consortium – joint effort by CHS, Area Agency and Early Intervention Programs
- Participated in agency-wide time study for billing and Quality Assurance purposes/UNH Health policy and Management Personnel.
- Coordinated Health Care Transition Grant for three-year A-D/HD Clinic at Child Health Services.

Special Medical Services Bureau, NH Dept of Health and Human Services, Concord, NH

Intake Coordinator (Contractor) 1997- 1999

- Perform initial intake assessment and develop appropriate service plan for new SMSB applicants
- Triage referrals, collaborate with community health and human service providers to assure quality care for children 0-18 years old.

SSI Needs Assessments (Contractor) 1995-1997

- Perform intake/needs assessments for children whose families have applied for SSI benefits and refer for services as appropriate in compliance with Federal Social Security regulations.

Regional Clinic Coordinator – Genetics Services Program 1995-1998

- Provided community-based coordination as part of Genetic outreach program collaboratively provided by Children's Hospital at Dartmouth and Special Medical Services Bureau.
- Intake assessment, referral and information to all families scheduled.
- Obtained medical history, pedigree and provided family support at clinic.

Child Health Services

Family Support Worker 1984 –1987

- Part of a multi-disciplinary pediatric team providing clinical and social services within the agency setting, home visits, coordination of community resources

New Hampshire Catholic Charities, Inc. Manchester and Keene, NH
Social Worker 1979 –1983
Responsible for the delivery of clinical, social and parish outreach services.

Cooperative Extension Services, Milford, NH
Program Assistant 1978- 1979
Responsible for planning and implementing volunteer recruitment programs for Hillsborough County.

Main Street House, Noank, CT
Assistant Director 1976 -1977
A group home for teenage girls, ages 14 though 18.

EDUCATIONAL BACKGROUND:

Graduate courses in Public Health, University of NH, Manchester 2000- 2002
Health Administration courses New Hampshire College, Manchester, NH 1994- 1995
Graduate courses in counseling at Connecticut College, New London, CT and 1976- 1980
University of New Hampshire, Durham, NH,
BSW, Providence College, Providence, R.I. 1975

Professional Development:
Certificate in Community Health Leadership (Bi-State Primary Care Association) 2010
Autism Spectrum Disorder, Training Certification in Autism Diagnostic Observation Scale (ADOS), ADHD, Family Support, Genetics, Spectrum of Developmental Disabilities at Johns Hopkins University (1990 and 2013) CHAD Child Maltreatment Conferences, ACE/Trauma Informed Interventions, Zero to Three, Boston Medical Center Developmental Pediatrics

References available upon request.

MANCHESTER COMMUNITY HEALTH CENTER
Neuromotor and Complex Care Program (RFP-2018-BDS-05-NEURO-01-A01)
07/01/21 - 06/30/22

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Janet Clark	Director of SMP	$82,866	15%	$12,430

Lori A. Shibinette
Commissioner

Deborah D. Scheetz
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

April 2, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into a **Retroactive** amendment to an existing contract and exercise a renewal option with Amoskeag Health (formerly known as Manchester Community Health Center) (Vendor # 157247-B001), 145 Hollis Street, Manchester, NH 03101, to provide coordinated, culturally sensitive, family-centered comprehensive assessments and consultation services for children with complex health care needs by increasing the price limitation by $456,250 from $880,000 to $1,336,250 and by extending the completion date from March 31, 2020 to June 30, 2021, effective upon Governor and Executive Council approval. 25% Federal Funds, 75% General Funds.

This agreement was originally approved by the Governor and Executive Council on March 21, 2018 (Item #7A).

Funds are available in the following accounts for State Fiscal Years 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-095-093-930010-51910000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DEVELOPMENTAL SERVICES, DIVISION OF LONG TERM SUPPORTS AND SERVICES, SPECIAL MEDICAL SERVICES.

State Fiscal Year	Class / Account	Class Title	Job Number	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	561-500911	Specialty Clinics	93001000	$110,000	$0	$110,000
2019	561-500911	Specialty Clinics	93001000	$440,000	$0	$440,000
2020	561-500911	Specialty Clinics	93001000	$330,000	$91,250	$421,250
2021	561-500911	Specialty Clinics	93001000	$0	$365,000	$365,000
			Total	**$880,000**	**$456,250**	**$1,336,250**

EXPLANATION

This request is **Retroactive** because this item was previously submitted and the Department was requested to reassess the contract duration due to the COVID-19 Emergecy. The Department is resubmitting with shorter contract duration of fifteen (15) months.The purpose of this request is to continue providing medical and consultation services for children in New Hampshire who have complex medical needs that may include, but are not limited to, neuromotor conditions. The Complex Care Network consists of interdisciplinary teams of health care professionals who deliver specialized medical services to children with complex health conditions.

Approximately 110 unique patients will be served and more than 300 consultations will be provided from March 31, 2020 through June 30, 2021.

The original agreement, included language in Exhibit C-1 Revisions to General Provisions that allows the Department to renew the contract for up to twenty-four (24) months, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization and approval from the Governor and Executive Council. The Department is in agreement with renewing services for fifteen (15) months of the twenty-four (24) at this time.

The Complex Care Network of health care professionals integrated new services, coordinated service delivery, and improved the linkages between health care providers, educational providers, and community service agencies. The coordination of care eliminated duplication of services and assured that 130 children in need of specialized medical services receive timely and appropriate care.

Amoskeag Health will continue providing a single point of access to services for comprehensive specialty consultation that draws upon community resources for the provision of those services. The Contractor will continue to identify developmental pediatricians, specialty care providers, community-based psychologists, allied health providers, special education experts and local coordinators to participate as members of interdisciplinary teams, as needed, to effectively provide assessment and consultation services to families.

Additionally, the Contractor will continue providing interdisciplinary clinic services that are scheduled within a routine frequency and provide complex care education and training to health care providers, school professionals and caregivers. The Contractor's care coordinator will provide monitoring and coordination of services for the children and their families.

The Department will monitor the effectiveness of contract services through the following performance measures:

- 85% of parents or guardians of Children with Special Healthcare Needs who receive services from Complex Care Network providers and complete a biennial Department-distributed Family Satisfaction Survey report satisfaction with services provided by the Complex Care Network.
- 100% of referrals to Complex Care Network are recorded and reported monthly.
- 100% of records from each clinic visit and consultation with Complex Care Network service provider, with individual or parental permission, will be shared with the Medical Home of the Children with Special Healthcare Needs annually.
- 100% of all intake assessments include, but are not limited to:
  - Medical needs.
  - Developmental and educational needs.
  - Equipment needs.

Should the Governor and Executive Council not authorize this request, the Complex Care Network may not be sustained and children with complex medical needs may not receive needed specialty medical services, coordinated treatment, consultation, and continuity of care.

Area served: Statewide.

Source of Funds: 25% Federal Funds from United States Department of Health and Human Services, Maternal and Child Health Services Title V Block Grant and 75% General Funds. CFDA #93.994 / FAIN #B09SM010035.

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Neuromotor and Complex Care Network Contract

This 1st Amendment to the Neuromotor and Complex Care Program contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Amoskeag Health (formerly known as Manchester Community Health Center), (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 145 Hollis Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 21, 2018, (Item #7A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

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

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

1. Form P-37, General Provisions, Block 1.3, Contractor Name, to read:

   Amoskeag Health.

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

   June 30, 2021.

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

   $1,336,250.

4. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

5. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

6. Modify Exhibit A, Scope of Services by replacing its content in its entirety with Exhibit A - Amendment #1, Scope of Services, incorporated by reference and attached herein.
7. Modify Exhibit B, Method and Conditions Precedent to Payment, and replace with Exhibit B - Amendment 1, Method and Conditions Precedent to Payment, incorporated by reference and attached here.
8. Add Exhibit B-4 – Amendment #1 through Exhibit B-5 – Amendment #1.

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

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

State of New Hampshire
Department of Health and Human Services

4/3/2020
Date

Name: Deborah Scheetz
Title: Director

Amoskeag Health

04/20/20
Date

Name: Kris McCracken
Title: President/CEO

New Hampshire Department of Health and Human Services
Neuromotor and Complex Care Program

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

OFFICE OF THE ATTORNEY GENERAL

4/6/2020
Date

Name:
Title:

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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 provide services under this Contract to children and youth, from birth to twenty-one (21) years old, with Complex Care needs that may include neuromotor conditions, who reside in New Hampshire, with an emphasis on services for children and families who:

1.3.1. Do not have timely access to comprehensive specialty consultation services from other sources.

1.3.2. Do not have health insurance.

1.3.3. Have conditions requiring a comprehensive team approach for adequate access to services.

1.3.4. Are medically fragile or have complex health care needs.

2. Scope of Services

2.1. The Contractor shall identify developmental pediatrician(s), specialty care providers, community-based psychologists, allied health providers, special education experts, and local coordinators, to participate as members of interdisciplinary teams, as needed, to effectively provide assessment and consultation services, and participate as part of interdisciplinary clinics.

2.2. The Contractor shall establish and maintain a Complex Care Network (CCN), to deliver services to Children with Special Healthcare Needs (CSHCN).

2.3. The Contractor shall receive referrals and complete intakes and assessments to determine the consultation and clinical services needed to best address needs of the child.

2.4. The Contractor shall ensure all CSHCN enrolled in the CCN Program:

2.4.1. Are provided coordinated, ongoing, and comprehensive care within a Medical Home.

2.4.2. Have access to Community-Based services organized so CSHCN and their families can access and utilize services easily.

2.4.3. Receive all services necessary to be able to work and live independently as adults before attaining twenty-one (21) years of age.

2.5. The Contractor shall provide interdisciplinary clinics scheduled at intervals and locations as agreed to by the Department, which include, but are not limited to:

2.5.1. Complex Care Clinics to:

2.5.1.1. Provide point in time evaluations.

2.5.1.2. Address specific needs identified at the time of intake.

2.5.1.3. Follow up on recommendations from interdisciplinary teams.

2.5.1.4. Make referrals to other specialists, such as an orthopedist, as appropriate.

2.5.2. Interdisciplinary specialty consultation specific to each child that includes, but is not limited to:

2.5.2.1. Coordination of treatment between professional service providers.

2.5.2.2. Sharing of expert consultation.

2.5.2.3. Communication of treatment recommendations to:

2.5.2.3.1. Health care providers.

2.5.2.3.2. School support teams.

2.5.2.3.3. Caregivers.

2.5.2.4. Provision of Complex Care education and training to:

2.5.2.4.1. Health care providers.

2.5.2.4.2. School support teams.

2.5.2.4.3. Caregivers.

2.5.3. Development of an individual evaluation report for each CSHCN who receives services from the CCN that includes, but is not limited to:

2.5.3.1. An assessment of individual and family concerns, where applicable.

2.5.3.2. Recommendations that address findings including, but not limited to:

2.5.3.2.1. Referrals.

2.5.3.2.2. Type of service.

2.5.3.2.3. Frequency of service.

2.5.3.3. A plan for communication with:

2.5.3.3.1. Health care providers.

2.5.3.3.2. School support teams.

2.5.3.3.3. Caregivers.

2.6. The Contractor shall direct and oversee Clinic Coordinators and interdisciplinary teams in all services provided, which include, but are not limited to:

2.6.1. Intake.

2.6.2. Triage.

2.6.3. Consultation.

2.6.4. Assessment Evaluations.

2.6.5. Diagnostic Evaluations.

2.6.6. Development of individual recommendations.

3. Staffing

3.1. The Contractor shall establish and maintain program personnel policies and procedures, which include but are not limited to:

3.1.1. Procedures for selection and dismissal of staff, volunteers and others.

3.1.2. Policies for delivering or coordinating.

3.1.3. Procedures for supporting students and interns interested in working with CSHCN.

3.1.4. Procedures for verifying staff, volunteer and student trainee or intern qualifications.

3.2. The Contractor shall ensure program personnel policies and procedures are accessible and available to all agency staff and Special Medical Services.

3.3. The Contractor shall ensure Clinic Coordinators qualifications include, but are not limited to:

3.3.1. Registered Nurse with a Master's or Bachelor's degree and two (2) years of experience in care coordination or working within community programs serving CYSHCN or,

3.3.2. Registered Nurse with an Associate's degree in nursing and four (4) years of experience in care coordination or working within community programs serving CYSHCN or,

3.3.3. Licensed Master Social Worker (LMSW) and one (1) year of experience in care coordination or with community programs serving CYSHCN or,

3.3.4. Licensed Social Worker with a Bachelor's degree and two years of experience in care coordination or with community programs serving CYSHCN.

3.4. The Contractor may provide one (1) or more Orthopedic Specialists whose qualifications include, but are not limited to:

3.4.1. Completed residency or fellowship training in orthopedics, with a particular focus on pediatrics and rehabilitative medicine.

3.4.2. Knowledge of a wide range of neuromotor problems in children.

3.4.3. Skill in physical assessment and interpretation of diagnostic neuromotor problems.

3.4.4. Ten years' experience in orthopedics, including but not limited to five years' experience serving a pediatric population within a family or developmental context.

3.4.5. Ability to work with children and other health professionals within a multidisciplinary framework.

3.4.6. Ability to travel within the State on assignment.

3.5. The Contractor shall provide Developmental Pediatricians whose qualifications include, but are not limited to:

3.5.1. Licensed by the State of New Hampshire, Board of Registration in Medicine.

3.5.2. Have completed fellowship training in child development, developmental disabilities, rehabilitative medicine, or have equivalent training and experience.

3.5.3. Have at least five (5) years of experience working with families who have children with special health care needs in a clinical setting.

3.5.4. Have demonstrated strong interpersonal skills in communication with primary care physicians, local early intervention and education agencies, allied health professionals, and families.

3.5.5. Able to work with children and other health professionals within an interdisciplinary framework.

3.5.6. Familiarity with standardized cognitive assessments and their applicability to children with specific disabilities.

3.6. The Contractor may provide Psychologists whose qualifications include, but are not limited to:

3.6.1. Licensed by the New Hampshire Board of Examiners of Psychologists as a certified psychologist.

3.6.2. Possess a Doctorate degree from a recognized college or university with a major emphasis in child psychology.

3.6.3. Have knowledge of the principles and practices of developmental and child psychology that are required for assessment and treatment of children and youth with special health care needs. This includes, but is not limited to:

3.6.3.1. Skill in behavioral observation.

3.6.3.2. Psychological testing (cognitive functioning).

3.6.3.3. Scoring and interpretation.

3.6.3.4. Consultation and counseling.

3.6.4. Five (5) years of experience in child psychology, including no less than three (3) years of experience serving CSHCN and their families.

3.6.5. Demonstrated ability to work with other health professionals within an interdisciplinary framework.

3.6.6. Ability to work under the leadership of and take clinical direction from the Developmental Pediatrician.

3.7. The Contractor shall provide Community-Based Pediatric Physical Therapists whose qualifications include, but are not limited to:

3.7.1. Licensed by the New Hampshire Office of Professional Licensure and Certification, Physical Therapy Governing Board.

3.7.2. Completed fellowship or residency training in pediatric physical therapy or have equivalent training and experience.

3.7.3. Demonstrated ability to work with other health professionals within an interdisciplinary framework.

3.7.4. Ability to work under the leadership of and take clinical direction from the Developmental Pediatrician and/or Pediatric Orthopedist.

3.8. The Contractor shall provide professionals and paraprofessionals to assist Care Coordinators in providing services, which may include but are not limited to:

3.8.1. Specialty physicians.

3.8.2. Therapists.

3.8.3. Family support workers.

3.8.4. Community aides.

3.8.5. Experienced parents.

3.9. The Contractor shall ensure that Paraprofessionals receive appropriate training and work in collaboration with and under the supervision of professional staff.

3.10. The Contractor shall recruit for positions in the event of any vacancy.

3.11. The Contractor shall notify the Department in writing at least one (1) week prior to any new employee's start date, when a new coordinator or provider is hired to work in the program. Information submitted with this notification shall include:

3.11.1. Full name with middle initial and official start date.

3.11.2. The work phone number and email.

3.11.3. Resume.

3.12. The Contractor shall ensure staff receiving funds under this Contract attends required pertinent technical assistance sessions or progress reviews sponsored by the Department.

4. Reporting

4.1. The Contractor shall provide monthly reports, in a Department approved format, that include, but are not limited to:

4.1.1. The unduplicated number, demographic characteristics, and insurance status of each client receiving services.

4.1.2. Assessment of each client, including, but not limited to:

4.1.2.1. Referrals.

4.1.2.2. Number of encounters.

4.1.2.3. Need for financial support.

4.1.2.4. Progress notes.

4.2. The Contractor shall provide annual reports, in a format provided by the Department, that include, but are not limited to:

4.2.1. Quality assurance activities.

4.2.2. Future plans, including future goals.

4.2.3. Progress toward program objectives.

4.2.4. A narrative describing any problems, obstacles, or hindrances experienced, including a plan to address the identified problems, obstacles, or hindrances.

4.2.5. Statistical measures to evaluate:

4.2.5.1. Successful outcomes.

4.2.5.2. Progress towards program goals.

4.2.5.3. Program effectiveness.

4.2.6. A corrective action plan for any performance measure not achieved, as referenced in Section 5.

4.3. The Contractor shall distribute a bi-annual consumer satisfaction survey, provided by the Department to families enrolled in services.

4.4. The Contractor shall create and distribute an annual satisfaction survey to primary care providers.

4.5. The Contractor shall conduct chart audits and case reviews on an annual basis.

5. Performance Measures

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

5.1.1. 85% of parents or guardians of CSHCN who receive services from CCN providers are given a Family Satisfaction Survey to complete bi-annually.

5.1.2. 100% of referrals to CCN are recorded and reported monthly.

5.1.3. 100% of records from each clinic visit or consultation with CCN service provider, with individual or parental permission, will be shared with the Medical Home of the CSHCN annually.

5.1.4. 100% of all intake assessments include, but not be limited to:

5.1.4.1. Medical needs.

5.1.4.2. Developmental and educational needs.

5.1.4.3. Equipment needs.

6. Deliverables

6.1. The Contractor shall provide a minimum of ten (10) Complex Care Clinics in the Central or Southern part of New Hampshire, and deliver services to a minimum of thirty (30) children.

6.2. The Contractor shall provide a minimum of two (2) Complex Care Clinics in the North Country area of New Hampshire, and deliver services to a minimum of six (6) children.

6.3. The Contractor shall provide a minimum of two (2) additional Complex Care Clinics and deliver services to a minimum of six (6) unduplicated children.

6.4. The Contractor shall provide a minimum of 250 consultations that do not take place in a clinic setting.

6.5. The Contractor shall meet with the Department quarterly to evaluate progress and review service metrics.

Exhibit B – Amendment 1

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 pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with general funds and federal funds as follows: 25% Federal Funds from United States Department of Health and Human Services, Maternal and Child Health Services Title V Block Grant CFDA #93.994, FAIN B09SM010035 and 75% General Funds
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
   4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1through Exhibit B-6.
   4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   4.4. 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.
5. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Deirdre.Dunn@dhhs.nh.gov, or invoices may be mailed to:

   Financial Administrator
   Department of Health and Human Services
   Division of Long Term Supports and Services
   129 Pleasant Street, Thayer Building
   Concord, NH 03301

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

Exhibit B – Amendment 1

9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

10. 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.

Exhibit B - 4 Amendment #1

New Hampshire Department of Health and Human Services

Bidder/Program Name: Amoskeag Health

Budget Request for: Northshore and Complex Care Program (RFP-2018-BDS-03-NEURO)

Budget Period: 4/1/2020-9/30/2020

Line Item	Total Program Cost: Direct	Total Program Cost: Indirect	Total Program Cost: Total	Competitive Bidder / Vendor: Direct	Competitive Bidder / Vendor: Indirect	Competitive Bidder / Vendor: Total	Funded by DHHS contract share: Direct	Funded by DHHS contract share: Indirect	Funded by DHHS contract share: Total
1. Total Salaries/Wages	$ 48,107.00	$ -	$ 48,107.00	$ -	$ -	$ -	$ 48,107.00	$ -	$ 48,107.00
2. Employee Benefits	$ 10,617.00	$ -	$ 10,617.00	$ -	$ -	$ -	$ 10,617.00	$ -	$ 10,617.00
3. Consultants	$ 14,979.00	$ -	$ 14,979.00	$ -	$ -	$ -	$ 14,979.00	$ -	$ 14,979.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 750.00	$ -	$ 750.00	$ -	$ -	$ -	$ 750.00	$ -	$ 750.00
6. Travel	$ 800.00	$ -	$ 800.00	$ -	$ -	$ -	$ 800.00	$ -	$ 800.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 160.00	$ -	$ 160.00	$ -	$ -	$ -	$ 160.00	$ -	$ 160.00
Postage	$ 125.00	$ -	$ 125.00	$ -	$ -	$ -	$ 125.00	$ -	$ 125.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 95.00	$ -	$ 95.00	$ -	$ -	$ -	$ 95.00	$ -	$ 95.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Personnel Development and Coaching	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Documentation Processing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Interpreter Services	$ 175.00	$ -	$ 175.00	$ -	$ -	$ -	$ 175.00	$ -	$ 175.00
Electronic Care Oversight Monitoring	$ 170.00	$ -	$ 170.00	$ -	$ -	$ -	$ 170.00	$ -	$ 170.00
Travel & Mileage for Developmental Assessment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical Transportation for Medication Clinics	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Clinic Equipment/Maintenance Technician	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Access Allocation	$ 3,484.00	$ -	$ 3,484.00	$ -	$ -	$ -	$ 3,484.00	$ -	$ 3,484.00
Administrative Fee	$ -	$ 12,518.00	$ 12,518.00	$ -	$ -	$ -	$ -	$ 12,518.00	$ 12,518.00
TOTAL	$ 79,733.00	$ 12,518.00	$ 91,253.00	$ -	$ -	$ -	$ 79,733.00	$ 12,518.00	$ 91,253.00

Indirect As A Percent of Direct: 15.9%

Amoskeag Health

RFP-2018-BDS-03-NEURO-A01

Exhibit B-4

Page 1 of 1

Contractor's Initials: [illegible]

Date: 3/6/20

Exhibit B-S - Amendment #1

New Hampshire Department of Health and Human Services

Bidder/Program Name: Amoskeag Health

Budget Request for: Hypnomaster and Cerapitas Care Program (RFP-2016-BDS-03-HEURO-01-A01)

Budget Period: 7/1/2020-6/30/2021

Line Item	Total Program Cost: Direct Incremental	Total Program Cost: Indirect Fixed	Total Program Cost: Total	Contractor Share / Match: Direct Incremental	Contractor Share / Match: Indirect Fixed	Contractor Share / Match: Total	Funded by DHHS contract share: Direct Incremental	Funded by DHHS contract share: Indirect Fixed	Funded by DHHS contract share: Total
1. Total Salary/Wages	$ 199,372.00	$ -	$ 199,372.00	$ -	$ -	$ -	$ 199,372.00	$ -	$ 199,372.00
2. Employee Benefits	$ 49,792.00	$ -	$ 49,792.00	$ -	$ -	$ -	$ 49,792.00	$ -	$ 49,792.00
3. Consultants	$ 35,172.00	$ -	$ 35,172.00	$ -	$ -	$ -	$ 35,172.00	$ -	$ 35,172.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
6. Travel	$ 2,400.00	$ -	$ 2,400.00	$ -	$ -	$ -	$ 2,400.00	$ -	$ 2,400.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 775.00	$ -	$ 775.00	$ -	$ -	$ -	$ 775.00	$ -	$ 775.00
Postage	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500.00	$ -	$ 500.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 375.00	$ -	$ 375.00	$ -	$ -	$ -	$ 375.00	$ -	$ 375.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Preventive Orthopedic Aid Clinic	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Developmental Registration	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Interpreter Services	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500.00	$ -	$ 500.00
Conference Network Meetings	$ 475.00	$ -	$ 475.00	$ -	$ -	$ -	$ 475.00	$ -	$ 475.00
Travel & Mileage for Developmental Appointments	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical Transcription for Neuromaster Clinics	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Data Equipment/Information Technology	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Special Allocation	$ 13,615.00	$ -	$ 13,615.00	$ -	$ -	$ -	$ 13,615.00	$ -	$ 13,615.00
Administrative Fee	$ -	$ 30,073.00	$ 30,073.00	$ -	$ -	$ -	$ -	$ 30,073.00	$ 30,073.00
TOTAL	$ 314,977.00	$ 30,073.00	$ 345,050.00	$ -	$ -	$ -	$ 314,977.00	$ 30,073.00	$ 345,050.00

Indirect As A Percent of Direct: 15.94%

Contractor's Initials: [signature]
Date: 3/3/20

7A mac

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF MEDICAID SERVICES
Bureau of Developmental Services

Jeffrey A. Meyers
Commissioner

Christine Santaniello
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5023 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 8, 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, Office of Medicaid Services, Bureau of Developmental Services, to enter into an agreement with Manchester Community Health Center (Vendor #157247-B001), 145 Hollis St. Manchester, NH 03110, to provide neuromotor and complex care services for children with special health care needs in an amount not to exceed $880,000, effective April 1, 2018, or upon Governor and Executive Council approval, whichever is later, through March 31, 2020. 30% Federal Funds, 70% General Funds

Funds are available in the following account for State Fiscal Year 2018 and State Fiscal Year 2019, and are anticipated to be available in State Fiscal Year 2020, with authority to adjust encumbrances between State Fiscal Years without further approval from the Governor and Executive Council through the Budget Office, if needed and justified.

05-95-90-930010-51910000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DEVELOPMENTAL SERVICES, DIVISION OF DEVELOPMENTAL SERVICES, SPECIAL MEDICAL SERVICES

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	561-500911	Specialty Clinics	93001000	$ 110,000
2019	561-500911	Specialty Clinics	93001000	$ 440,000
2020	561-500911	Specialty Clinics	93001000	$ 330,000
			Total	**$ 880,000**

EXPLANATION

The purpose of this request is to provide medical services for children in New Hampshire who have complex medical needs and neuromotor conditions. The Neuromotor and Complex Care Network consists of interdisciplinary teams of health care professionals

who deliver specialized medical services to children with neuromotor and complex health conditions.

Through the Neuromotor and Complex Care Network, health care professionals work to integrate new services, coordinate service delivery, and improve the linkages between health care providers, educational providers, and community service agencies. The coordination of care eliminates duplication of services and assures that children in need of specialized medical services receive timely and appropriate care.

A Request for Proposals was posted on the Department's website from April 3, 2017 through June 13, 2017. The Department received one (1) proposal, which was evaluated by topic area experts within the Department. Manchester Community Health Center was selected as the winning vendor. The Summary Score Sheet is attached.

Manchester Community Health Center will provide a single point of access to services for comprehensive specialty consultation that draws upon community resources for the provision of those services. The Contractor will identify developmental pediatricians, specialty care providers, community-based psychologists, allied health providers, special education experts and local coordinators to participate as members of interdisciplinary teams, as needed, to effectively provide assessment and consultation services to families.

Additionally, the Contractor will provide interdisciplinary clinic services that are scheduled within a routine frequency and provide general neuromotor and complex care education and training to health care providers, school professionals and caregivers. The Contractor's care coordinator will provide follow-up monitoring and coordination of services for the children and their families.

As referenced in the Request for Proposals and in Exhibit C-1, Revisions to General Provisions, this agreement includes the option for the Department to renew contract services 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 Executive Council.

Should Governor and Executive Council not authorize this request, the Neuromotor and Complex Care Network may not be sustained, and children with neuromotor conditions and complex medical needs may not receive needed specialty medical services, coordinated treatment, and continuity of care.

Area served: Statewide.

Source of Funds: 30% Federal Funds from US Health and Human Services, Health Resources and Services Administration, Title V Block Grant FAIN #B04MC29353, and 70% General Funds.

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

Respectfully submitted,

Christine Santaniello
Director

Approved by:

Jeffrey A. Meyers
Commissioner

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

Neuromotor and Complex Care Program
RFP Name

RFP-2018-BDS-05-NEURO
RFP Number

Bidder Name

1. Manchester Community Health Center
2.
3.
4.
5.

Pass/Fail	Maximum Points	Actual Points
	325	258

Reviewer Names

1. **TECHNICAL:**
2. Alicia L'esperance
3. Kerry Wiley
4. Dierdre Dunn
5. **COST:**
6. Tanja Milic
7. Paula Bundy

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

Subject: Neuromotor and Complex Care Program (RFP-2018-BDS-05-NEURO)

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 St. Manchester, NH 03101	
1.5 Contractor Phone Number 603-626-9500	1.6 Account Number 05-095-093-930010-5191-0000-561-500911	1.7 Completion Date March 31, 2020	1.8 Price Limitation $ 880,000
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 March 7, 2018, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] ASHLEY K. TURNER Commission Expires NOTARY PUBLIC 06.19.2018 NEW HAMPSHIRE

1.13.2 Name and Title of Notary or Justice of the Peace

Ashley Turner, Notary Public

1.14 State Agency Signature Date: 3/8/18	1.15 Name and Title of State Agency Signatory Christine Tappan, Associate Commissioner

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: 3/12/18

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
Date 3/7/18

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

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

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

Contractor Initials
Date 3/7/16

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials [illegible]
Date 3/7/18

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 provide services under this Contract to children and youth, from birth to age twenty-one (21), with Neuromotor conditions and Complex Care needs, who reside in New Hampshire, with an emphasis on services for children/families who:

1.3.1. Do not have timely access to comprehensive specialty consultation services from other sources.

1.3.2. Do not have health insurance.

1.3.3. Have conditions requiring a comprehensive team approach for adequate access to services.

1.3.4. Are medically fragile or have complex health care needs.

2. Scope of Services

2.1. The Contractor shall identify developmental pediatrician(s), specialty care providers, community-based psychologists, allied health providers, special education experts, and local coordinators, to participate as members of interdisciplinary teams, as needed to effectively provide assessment and consultation services, and participate as part of interdisciplinary clinics.

2.2. The Contractor shall establish and maintain a Neuromotor and Complex Care Network (NCCN), to deliver services to Children with Special Healthcare Needs (CSHCN).

2.3. The Contractor shall ensure that all CSHCN enrolled in the NCCN Program meet the following criteria:

2.3.1. Are provided coordinated, ongoing, and comprehensive care within a Medical Home.

2.3.2. Have access to Community-Based services that are organized in such a way that CSHCN and their families can use them easily.

2.3.3. Receive all services necessary to be able to work and live independently as adults before they reach the age of twenty-one (21).

2.4. The Contractor shall provide Interdisciplinary clinics scheduled at intervals and locations as agreed to by the Department which shall include, but are not limited to:

2.4.1. Neuromotor clinics that provide a continuity of care.

2.4.2. Complex Care Clinics to :

2.4.2.1. Provide point in time evaluations.

2.4.2.2. Address specific needs identified at the time of intake.

2.4.2.3. Follow up on recommendations from interdisciplinary teams.

2.4.3. Interdisciplinary specialty consultation, which is specific to each child, which shall include, but are not limited to:

2.4.3.1. Coordinate treatment between professional service providers.

2.4.3.2. Share expert consultation.

2.4.3.3. Communicate treatment recommendations to:

2.4.3.3.1. Health care providers.

2.4.3.3.2. School support teams.

2.4.3.3.3. Caregivers.

2.4.3.4. Provide Neuromotor and Complex Care education and training to:

2.4.3.4.1. Health care providers.

2.4.3.4.2. School support teams.

2.4.3.4.3. Caregivers.

2.4.4. Develop an individual family-centered plan of care for each CSHCN who receives services from the NCCN , including, but not limited to:

2.4.4.1. Follow-up visits.

2.4.4.2. Monitor requirements.

2.4.4.3. Reassessment plan.

2.4.4.4. Specific type of services required, including, but not limited to:

2.4.4.4.1. Type of service.

2.4.4.4.2. Frequency of service.

2.5. The Contractor shall direct and oversee Clinic Coordinators and interdisciplinary teams in all services provided, which shall include, but are not limited to:

2.5.1. Intake.

2.5.2. Triage.

2.5.3. Consultation.

2.5.4. Assessment Evaluations.

2.5.5. Diagnostic Evaluations.

2.5.6. Development of individual plans.

3. Staffing

3.1. The Contractor shall establish and maintain program personnel policies and procedures. These policies include, but are not limited to:

3.1.1. Selection and dismissal of staff, volunteers and others.

3.1.2. Deliver or coordinate services under the provider's direction.

3.1.3. Procedures for supporting students/interns interested in working with CSHCN.

3.1.4. Procedures for verifying staff, volunteer and student trainee/intern qualifications.

3.1.5. Program and personnel policies and procedures will be accessible and available to all agency staff and Special Medical Services.

3.2. The Contractor shall employ Clinic/Care Coordinators whose qualifications include, but are not limited to:

3.2.1. Registered Nurse with a Master's or Bachelor's degree and two (2) years of experience in care coordination or working within community programs serving CYSHCN or,

3.2.2. Registered Nurse with an Associate's degree in nursing and four (4) years of experience in care coordination or working within community programs serving CYSHCN or,

3.2.3. Licensed Master Social Worker (LMSW) and one (1) year of experience in care coordination or with community programs serving CYSHCN or,

3.2.4. Licensed Social Worker with a Bachelor's degree and two years of experience in care coordination or with community programs serving CYSHCN.

3.3. The Contractor shall employ one (1) or more Orthopedic Specialists whose qualifications include, but are not limited to:

3.3.1. Completed residency or fellowship training in orthopedics, with a particular focus on pediatrics and rehabilitative medicine.

3.3.2. Knowledge of a wide range of neuromotor problems in children.

3.3.3. Skill in physical assessment and interpretation of diagnostic neuromotor problems.

3.3.4. Ten years' experience in orthopedics, including but not limited to five years' experience serving a pediatric population within a family or developmental context.

3.3.5. Ability to work with children and other health professionals within a multidisciplinary framework.

3.3.6. Ability to travel within the State on assignment.

3.4. The Contractor shall employ two (2) or more Developmental Pediatricians whose qualifications include, but are not limited to:

3.4.1. Licensed by the State of New Hampshire, Board of Registration in Medicine.

3.4.2. Have completed fellowship training in child development, developmental disabilities, rehabilitative medicine, or have equivalent training and experience.

3.4.3. Have at least five (5) years of experience working with families who have children with special health care needs in a clinical setting.

3.4.4. Have demonstrated strong interpersonal skills in communication with primary care physicians, local early intervention and education agencies, allied health professionals, and families.

3.4.5. Able to work with children and other health professionals within an interdisciplinary framework.

3.4.6. Familiarity with standardized cognitive assessments and their applicability to children with specific disabilities.

3.5. The Contractor shall employ two (2) or more Psychologists whose qualifications include, but are not limited to:

3.5.1. Licensed by the New Hampshire Board of Examiners of Psychologists as a certified psychologist.

3.5.2. Possess a Doctorate degree from a recognized college or university with a major emphasis in child psychology.

3.5.3. Have knowledge of the principles and practices of developmental and child psychology that are required for assessment and treatment of children and youth with special health care needs. This includes, but is not limited to:

3.5.3.1. Skill in behavioral observation.

3.5.3.2. Psychological testing (cognitive functioning).

3.5.3.3. Scoring and interpretation.

3.5.3.4. Consultation and counseling.

3.5.4. Five (5) years of experience in child psychology, including no less than three (3) years of experience serving CSHCN and their families.

3.5.5. Demonstrated ability to work with other health professionals within an interdisciplinary framework.

3.5.6. Ability to work under the leadership of and take clinical direction from the Developmental Pediatrician

3.6. The Contractor shall employ Community-Based Pediatric Physical Therapists whose qualifications include, but are not limited to:

3.6.1. Licensed by the New Hampshire Office of Professional Licensure and Certification, Physical Therapy Governing Board.

3.6.2. Completed fellowship or residency training in pediatric physical therapy or have equivalent training and experience.

3.6.3. Demonstrated ability to work with other health professionals within an interdisciplinary framework.

3.6.4. Ability to work under the leadership of and take clinical direction from the Developmental Pediatrician and/or Pediatric Orthopedist.

3.7. The Contractor shall employ professionals and paraprofessionals to assist Care Coordinators in providing services. The professionals and paraprofessionals may include, but are not limited to, specialty physicians, therapists, family support workers, community aides, and experienced parents. Paraprofessionals are to receive appropriate training and must work in collaboration with and under the supervision of professional staff.

3.8. The Contractor shall recruit for positions in the event of any vacancy. The Department will maintain final approval in the selection process.

3.9. The Contractor shall notify the Department in writing at least one (1) week prior to any new employee's start date, when a new coordinator or provider is hired to work in the program. Information submitted with this notification shall include:

3.9.1. Full name with middle initial and official start date.

3.9.2. The work phone number and email.

3.9.3. Resume.

3.10. The Contractor shall ensure staff receiving funds under this Contract attends required pertinent technical assistance sessions or progress reviews sponsored by the Department.

4. Reporting

4.1. The Contractor shall provide monthly reports, in a Department approved format, including, but not limited to:

4.1.1. The unduplicated number, demographic characteristics, and insurance status of each client receiving services.

4.1.2. A narrative describing any problems, obstacles, or hindrances experienced, including a plan to address the identified problems, obstacles, or hindrances.

4.1.3. Assessment of each client, including, but not limited to:

4.1.3.1. Individual goals.

4.1.3.2. Referrals.

4.1.3.3. Number of encounters.

4.1.3.4. Need for financial support.

4.1.3.5. Progress notes.

4.2. The Contractor shall provide annual reports, in a format provided by the Department, including, but not limited to:

4.2.1. Quality assurance activities.

4.2.2. Future plans, including future goals.

4.2.3. Progress toward program objectives.

4.2.4. Statistical measures to evaluate:

4.2.4.1. Successful outcomes.

4.2.4.2. Progress towards program goals.

4.2.4.3. Program effectiveness.

4.3. The Contractor shall develop and distribute annual consumer satisfaction surveys to families and primary care providers.

4.4. The Contractor shall conduct chart audits and case reviews on an annual basis.

4.5. The Contractor shall develop and submit to the Department an annual report, to include a corrective action plan for any performance measure not achieved, as referenced in Section 5.

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. 100% of parents or guardians of CSHCN who receive services from NCCN providers are given a Family Satisfaction Survey to complete.

5.1.2. 100% of referrals to NCCN are recorded and reported monthly.

5.1.3. 100% of records from each clinic visit and/or consultation with NCCN service provider will be shared with the Medical Home of the CSHCN.

5.1.4. 100% of all intake assessments, includes, but not be limited to:

5.1.4.1. Medical needs.

5.1.4.2. Developmental needs.

5.1.4.3. Equipment needs.

6. Deliverables

6.1. The Contractor shall provide a minimum of ten (10) Complex Care Consultation Clinics in the Central and/or Southern part of New Hampshire, and deliver services to no less than thirty (30) children.

6.2. The Contractor shall provide a minimum of four (4) Complex Care Consultation Clinics in the North Country area of New Hampshire, and deliver services to no less than twelve (12) children.

6.3. The Contractor shall provide a minimum of twenty (20) neuromotor clinics.

6.4. The Contractor shall meet with SMS quarterly to evaluate progress and review service metrics.

New Hampshire Department of Health and Human Services
Neuromotor and Complex Care Program ontract Name

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the contractor an amount not to exceed the Form P-37, General Provisions, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This contract is funded with funds from U.S. Department of Health and Human Services, Maternal and Child Health Services Title V Block Grant, CFDA #93.994.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
   - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line item as shown in Exhibit B-1, Exhibit B-2 and Exhibit B-3.
   - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) 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.
   - 4.3. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
   - 4.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Robin.Hlobeczy@dhhs.nh.gov, or invoices may be mailed to:

     Department of Health and Human Services
     Special Medical Services Section
     129 Pleasant Street, Thayer Building
     Concord, NH 03301

   - 4.5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
5. The Contractor shall keep detailed records of their activities related to Department of Health and Human Services'-funded programs and services.
6. 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.

Exhibit B - 1

New Hampshire Department of Health and Human Services

Bidder/Program Name: Manchester Community Health Center

Budget Request for: Neuromotor and Complex Care Program (RFP-2018-BDS-05-NEURO)
(Name of RFP)

Budget Period: 4/1/18-6/30/18

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 Salary/Wages	$ 43,213.00	$ -	$ 43,213.00	$ -	$ -	$ -	$ 43,213.00	$ -	$ 43,213.00
2. Employee Benefits	$ 8,211.00	$ -	$ 8,211.00	$ -	$ -	$ -	$ 8,211.00	$ -	$ 8,211.00
3. Consultants	$ 23,246.00	$ -	$ 23,246.00	$ 384.00	$ -	$ 384.00	$ 22,862.00	$ -	$ 22,862.00
4. Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 675.00	$ -	$ 675.00	$ -	$ -	$ -	$ 675.00	$ -	$ 675.00
6. Travel	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500.00	$ -	$ 500.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ 200.00	$ -	$ 200.00	$ -	$ -	$ -	$ 200.00	$ -	$ 200.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 333.00	$ -	$ 333.00	$ -	$ -	$ -	$ 333.00	$ -	$ 333.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pediatric Orthopedist-All Clinics	$ 4,682.00	$ -	$ 4,682.00	$ -	$ -	$ -	$ 4,682.00	$ -	$ 4,682.00
Developmental Pediatrician	$ 12,044.00	$ -	$ 12,044.00	$ -	$ -	$ -	$ 12,044.00	$ -	$ 12,044.00
Interpreter Services	$ 333.00	$ -	$ 333.00	$ -	$ -	$ -	$ 333.00	$ -	$ 333.00
Neuromotor Network Meetings	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500.00	$ -	$ 500.00
Travel & Mileage for Developmental Pediatrician	$ 223.00	$ -	$ 223.00	$ -	$ -	$ -	$ 223.00	$ -	$ 223.00
Medical Transcription for Neuromotor Clinics	$ 633.00	$ -	$ 633.00	$ -	$ -	$ -	$ 633.00	$ -	$ 633.00
Office Equipment/Information Technology	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500.00	$ -	$ 500.00
Space Allocation	$ -	$ 2,425.00	$ 2,425.00	$ -	$ -	$ -	$ -	$ 2,425.00	$ 2,425.00
Administrative Fee	$ -	$ 12,727.00	$ 12,727.00	$ -	$ 61.00	$ 61.00	$ -	$ 12,666.00	$ 12,666.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 96,293.00	$ 15,152.00	$ 110,445.00	$ 384.00	$ 61.00	$ 445.00	$ 94,909.00	$ 15,091.00	$ 110,000.00
Indirect As A Percent of Direct		15.90%							

Contractor's Initials

Date 3/7/18

Exhibit B - 2

New Hampshire Department of Health and Human Services

Bidder/Program Name: Manchester Community Health Center

Budget Request for: Neuromotor and Complex Care Program (RFP-2018-BDS-05-NEURO).
(Name of RFP)

Budget Period: 7/1/18-6/30/19

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 174,788.00	$ -	$ 174,788.00	$ -	$ -	$ -	$ 174,788.00	$ -	$ 174,788.00
2. Employee Benefits	$ 33,210.00	$ -	$ 33,210.00	$ -	$ -	$ -	$ 33,210.00	$ -	$ 33,210.00
3. Consultants	$ 92,983.00	$ -	$ 92,983.00	$ 4,932.00	$ -	$ 4,932.00	$ 88,051.00	$ -	$ 88,051.00
4. Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 2,630.00	$ -	$ 2,630.00	$ -	$ -	$ -	$ 2,630.00	$ -	$ 2,630.00
6. Travel	$ 2,000.00	$ -	$ 2,000.00	$ -	$ -	$ -	$ 2,000.00	$ -	$ 2,000.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ 870.00	$ -	$ 870.00	$ -	$ -	$ -	$ 870.00	$ -	$ 870.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 1,333.00	$ -	$ 1,333.00	$ -	$ -	$ -	$ 1,333.00	$ -	$ 1,333.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pediatric Orthopedist-All Clinics	$ 19,102.00	$ -	$ 19,102.00	$ -	$ -	$ -	$ 19,102.00	$ -	$ 19,102.00
Developmental Pediatrician	$ 49,139.00	$ -	$ 49,139.00	$ -	$ -	$ -	$ 49,139.00	$ -	$ 49,139.00
Interpreter Services	$ 1,333.00	$ -	$ 1,333.00	$ -	$ -	$ -	$ 1,333.00	$ -	$ 1,333.00
Neuromotor Network Meetings	$ 2,000.00	$ -	$ 2,000.00	$ -	$ -	$ -	$ 2,000.00	$ -	$ 2,000.00
Travel & Mileage for Developmental Pediatrician	$ 650.00	$ -	$ 650.00	$ -	$ -	$ -	$ 650.00	$ -	$ 650.00
Medical Transcription for Neuromotor Clinics	$ 2,532.00	$ -	$ 2,532.00	$ -	$ -	$ -	$ 2,532.00	$ -	$ 2,532.00
Office Equipment/Information Technology	$ 2,000.00	$ -	$ 2,000.00	$ -	$ -	$ -	$ 2,000.00	$ -	$ 2,000.00
Space Allocation	$ -	$ 2,425.00	$ 2,425.00	$ -	$ -	$ -	$ -	$ 2,425.00	$ 2,425.00
Administrative Fee	$ -	$ 58,722.00	$ 58,722.00	$ -	$ 785.00	$ 785.00	$ -	$ 57,937.00	$ 57,937.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 384,570.00	$ 61,147.00	$ 445,717.00	$ 4,932.00	$ 785.00	$ 5,717.00	$ 379,638.00	$ 60,362.00	$ 440,000.00
Indirect As A Percent of Direct		15.90%							

Contractors Initials

Date 3/7/18

Exhibit B - 3

New Hampshire Department of Health and Human Services

Bidder/Program Name: Manchester Community Health Center

Budget Request for: Neuromotor and Complex Care Program (RFP-2018-BDS-05-NEURO)
(Name of RFP)

Budget Period: 7/1/19-6/30/20

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 Salary/Wages	$ 134,693.00	$ -	$ 134,693.00	$ -	$ -	$ -	$ 134,693.00	$ -	$ 134,693.00
2. Employee Benefits	$ 25,592.00	$ -	$ 25,592.00	$ -	$ -	$ -	$ 25,592.00	$ -	$ 25,592.00
3. Consultants	$ 69,737.00	$ -	$ 69,737.00	$ 9,271.00	$ -	$ 9,271.00	$ 60,466.00	$ -	$ 60,466.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 1,975.00	$ -	$ 1,975.00	$ -	$ -	$ -	$ 1,975.00	$ -	$ 1,975.00
6. Travel	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	$ -	$ 1,500.00	$ -	$ 1,500.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ 650.00	$ -	$ 650.00	$ -	$ -	$ -	$ 650.00	$ -	$ 650.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pediatric Orthopedist-All Clinics	$ 14,613.00	$ -	$ 14,613.00	$ -	$ -	$ -	$ 14,613.00	$ -	$ 14,613.00
Developmental Pediatrician	$ 37,593.00	$ -	$ 37,593.00	$ -	$ -	$ -	$ 37,593.00	$ -	$ 37,593.00
Interpreter Services	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
Neuromotor Network Mettings	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	$ -	$ 1,500.00	$ -	$ 1,500.00
Travel & Mileage for Developmental Pediatrician	$ 747.00	$ -	$ 747.00	$ -	$ -	$ -	$ 747.00	$ -	$ 747.00
Medical Transcription for Neuromotor Clinics	$ 1,899.00	$ -	$ 1,899.00	$ -	$ -	$ -	$ 1,899.00	$ -	$ 1,899.00
Office Equipment/Information Technology	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	$ -	$ 1,500.00	$ -	$ 1,500.00
Space Allocation	$ -	$ 2,425.00	$ 2,425.00	$ -	$ -	$ -	$ -	$ 2,425.00	$ 2,425.00
Administrative Fee	$ -	$ 44,321.00	$ 44,321.00	$ -	$ 1,474.00	$ 1,474.00	$ -	$ 42,847.00	$ 42,847.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 293,999.00	$ 46,746.00	$ 340,745.00	$ 9,271.00	$ 1,474.00	$ 10,745.00	$ 284,728.00	$ 46,272.00	$ 330,000.00
Indirect As A Percent of Direct		15.90%							

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

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.

New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

145 Hollis Street, Manchester, NH 03101 — 184 Tarrytown Road, Manchester, NH 03103

1245 Elm Street, Manchester, NH 03101 — 88 McGregor Street, Manchester, NH 03102

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

Contractor Name: Manchester Community Health Center

3/7/18
Date

Name: Kris McCracken
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-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name: Manchester Community Health Center

3/7/18
Date

Name: Kris 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

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: Manchester Community Health Center

3/7/18
Date

Name: Kris McCracken
Title: President/ 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.

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: Manchester Community Health Center

3/7/18
Date

Name: Kris McCracken
Title: President/CEO

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

3/7/18
Date

Name: Kris McCracken
Title: President/CEO

HEALTH INSURANCE PORTABLITY 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; TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

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

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

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

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

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

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

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

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	Manchester Community Health Center
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Christine Tappan	Kris McCracken
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	President/CEO
Title of Authorized Representative	Title of Authorized Representative
3/8/18	3/7/18
Date	Date

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

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

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

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

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

The 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

3/7/18
Date

Name: Kris McCracken
Title: President/CEO

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The DUNS number for your entity is: 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?

   X 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 X YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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.