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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

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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 contract with Amoskeag Health (VC#157274), Manchester, NH, in the amount of \$1,070,000 for Comprehensive Nutrition, Feeding and Swallowing Network for Children with Special Health Care Needs services with the option to renew for up to four (4) additional years, effective July 1, 2021 or upon Governor and Council approval, whichever is later, through June 30, 2023. 25% Federal Funds. 75% General Funds.

Funds are anticipated to be available in the following account for State Fiscal Years 2022 and 2023, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**05-95-93-930010-5191 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DEVELOPMENTAL SVCS DIV, DIV OF DEVELOPMENTAL SERVICES, SPECIAL MEDICAL SERVICES**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	074-500585	Grants for Pub Asst and Relief	93001000	\$535,000
2023	074-500585	Grants for Pub Asst and Relief	93001000	\$535,000
			<b>Total</b>	<b>\$1,070,000</b>

**EXPLANATION**

The purpose of this request is for the Contractor to provide comprehensive community-based nutrition, feeding and swallowing consultation network services to children with special health care needs. Nutrition, feeding and swallowing services include, but are not limited to the identification, training, and oversight of staff; intake, assessment, and eligibility determination; planning for safe feeding plans, management of feeding tubes, and aspiration management; and consultations.

The Contractor will provide services to children and youth ages from birth to 21, with special health care needs for whom nutrition concerns have been identified, including nutritional

consultation to help ensure their optimal nutrition, growth and development. In addition, families and caregivers of children and youth with special health care needs will receive swallowing evaluation reports, consultations and follow up visits that assist them to effectively manage their children's' feeding and swallowing issues.

Approximately 1,550 and their families will be served from July 1, 2021 to June 30, 2023.

The nutrition, feeding and swallowing program delivers family centered coordinated care with highly competent nutrition providers and feeding and swallowing specialists. Home-based service delivery allows for observations in the child's natural environment, providing a more complete picture of the child, family and their nutrition, feeding and swallowing concerns. Recommendations are tailored to the unique family environment, taking into account family dynamics (child/sibling, parent (guardian)/child interactions), meal and snack schedules, and family meal culture. Recommendations on reading labels can be conducted from foods within the family's own pantry or refrigerator. Personalized tube feeding instructions and problem solving for formula or blended tube feeding can be demonstrated. There is an opportunity to reinforce recommendations for mealtime or snacks routines, easing the sense of being overwhelmed by information, which families can experience at a regular visit to a provider's office or clinic.

Additionally, the nutrition, feeding and swallowing program provides family centered services to children at locations such as day care, school, physician's offices and outpatient therapy programs. This allows for collaboration between the family, nutrition, feeding and swallowing providers and other providers as well as opportunity to address the child's nutrition, feeding and swallowing concerns in other relevant locations. The nutrition, feeding and swallowing program has had the opportunity to help expand access to specialty care services statewide, and ensure that children with special health care needs have access to trained clinicians who provide assessment and service recommendations for interventions to address feeding and swallowing issues that negatively impact their health and welfare.

In addition, this network provides training and consultation to hospital radiology departments to ensure that their provision of swallow studies for pediatric patients addresses the unique needs and factors attributable to children. This is important since many providers in these facilities have only been trained for provision of adult services. Other provider groups may also access these expert clinicians including school personnel, early intervention providers, health care coordinators and nutritionists.

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

- 90% of parents or guardians who respond to an annual Family Satisfaction Survey, report satisfaction.
- 100% of children with special health care needs served will have individual treatment plans developed.
- 100% of feeding and swallowing services provided shall be billed to private insurance company, a managed care organization (MCO), or New Hampshire Medicaid, as is applicable.
- 100% of client visit records shall include documentation of progress towards outcome measures.
- 100% of swallow studies conducted will be analyzed and consultation will be provided to families of children with special health care needs.
- 100% of all CYSHSN served will be provided necessary medical management and accommodations that allow for safe eating and drinking at home, day care, and school.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 2/1/2021 through 3/1/2021. The Department received one (1) response that was reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.1 of the attached contract, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, nearly 950 children with special health care needs who are in need of nutritional consultation will lose the services they have in place, or not have access to new services to help assure their optimal nutrition, growth and development. In addition, families and caregivers of up to 600 children and youth with special health care needs will not receive swallowing evaluations, consultations and follow up visits that assist them to effectively manage their children's' feeding and swallowing issues.

Area served: Statewide

Source of Funds: 25% Federal Funds CFDA #93.994, FAIN # B09SM010035, 75% 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,



Lori A. Shibinette  
Commissioner



**Subject:** Comprehensive Nutrition, Feeding and Swallowing Network for Children with Special Health Care Needs (RFP-2022-DLTSS-04-COMPR)

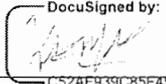
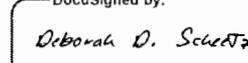
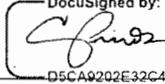
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

### AGREEMENT

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

### GENERAL PROVISIONS

#### 1. IDENTIFICATION.

1.1 State Agency Name  New Hampshire Department of Health and Human Services		1.2 State Agency Address  129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name  Amoskeag Health		1.4 Contractor Address  145 Hollis St. Manchester, NH 03101	
1.5 Contractor Phone Number  (603) 626-9500	1.6 Account Number  05-095-093-930010-519100000-074-500585	1.7 Completion Date  June 30, 2023	1.8 Price Limitation  \$1,070,000
1.9 Contracting Officer for State Agency  Nathan D. White, Director		1.10 State Agency Telephone Number  (603) 271-9631	
1.11 Contractor Signature  <small>DocuSigned by:</small>  <small>CS2AF939C85F454</small> Date: 6/3/2021		1.12 Name and Title of Contractor Signatory  Kris McCracken President/CEO	
1.13 State Agency Signature  <small>DocuSigned by:</small>  <small>800CE9163608474</small> Date: 6/3/2021		1.14 Name and Title of State Agency Signatory  Deborah D. Scheetz Director Division of Long Term Supports and Service	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  <small>DocuSigned by:</small> By:  On: 6/9/2021 <small>D5CA9202E32C4AE</small>			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

**2. 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 B 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 1.17, 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 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

10.1 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.

10.2 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.

10.3 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.

**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.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor Initials

Date 6/3/2021

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**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. The 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. 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.

**17. 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.

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services  
Comprehensive Nutrition, Feeding and Swallowing Network for Children with  
Special Health Care Needs**

**EXHIBIT A**

**Revisions to Standard Agreement Provisions**

1. Revisions to Form P-37, General Provisions
  - 1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
    - 3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
  - 1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
    - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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**New Hampshire Department of Health and Human Services  
Comprehensive Nutrition, Feeding and Swallowing Network for Children with  
Special Health Care Needs**

**EXHIBIT B**

**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor shall provide services in this Agreement to children and youth from birth to age twenty-one (21) with special medical needs as defined in RSA 132-13 II, and their families, whose medical complexity requires highly specialized consultation and treatment from pediatric dietitians and feeding/swallowing providers.
- 1.2. The Contractor shall ensure services are available statewide.
- 1.3. The Contractor shall ensure that delivery of services complies with a state of emergency declaration, including adjustments for delivery of services during the current pandemic state of emergency, with approval from the Department.
- 1.4. For the purposes of this Agreement, all references to days shall mean business days.
- 1.5. The Contractor shall provide all services in accordance with New Hampshire Administrative Rule He-M 500 Developmental Services, Part 520, Children's Special Medical Services, which includes requirements for:
  - 1.5.1. Program eligibility.
  - 1.5.2. Services provided.
  - 1.5.3. Financial eligibility.
  - 1.5.4. Payment for health-related services.
  - 1.5.5. Limitation of services.
  - 1.5.6. Appeals.
  - 1.5.7. Waivers.
- 1.6. The Contractor shall ensure eligibility determinations are completed prior to the provision of services.
- 1.7. The Contractor shall ensure the intake process is conducted using the comprehensive Nutrition, Feeding and Swallowing Network (NFSN) Screening Tool, and:
  - 1.7.1. Assessment visits are conducted at a time and place of the family's choice; and
  - 1.7.2. Referrals are processed from agencies, which shall include, but are not limited to:
    - 1.7.2.1. Families.
    - 1.7.2.2. Community agencies.
    - 1.7.2.3. Primary or specialty care medical providers.

**New Hampshire Department of Health and Human Services  
Comprehensive Nutrition, Feeding and Swallowing Network for Children with  
Special Health Care Needs**

**EXHIBIT B**

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- 1.7.2.4. Family Centered Early Supports and Services.
  - 1.7.2.5. Health Care Coordinators.
  - 1.7.2.6. Partners in Health.
  - 1.7.2.7. Schools and daycares.
  - 1.7.2.8. United States Department of Agriculture, Food and Nutrition Program, Special Supplemental Nutrition Program for Women, Infants, and Children (WIC).
- 1.8. The Contractor shall provide home or community-based assessments, intervention recommendations, and ongoing monitoring of the growth and health status of children and youth accepted for services by the comprehensive Nutrition, Feeding and Swallowing Network (NFSN) and the Bureau for Family Centered Services (BFCS), including, but not limited to:
- 1.8.1. Providing specialized assistance from:
    - 1.8.1.1. Pediatric dietitians;
    - 1.8.1.2. Speech and language pathologists; and
    - 1.8.1.3. Occupational therapists.
  - 1.8.2. Implementing and monitoring on-going strategies for:
    - 1.8.2.1. Feeding skill development;
    - 1.8.2.2. Swallow safety;
    - 1.8.2.3. Improving and monitoring of growth and nutrition status, and
    - 1.8.2.4. Securing access to and financing for recommended:
      - 1.8.2.4.1. Supplies;
      - 1.8.2.4.2. Medical equipment;
      - 1.8.2.4.3. Therapeutic tools; and
      - 1.8.2.4.4. Formula.
- 1.9. The Contractor shall oversee the reporting process and review notes from the Feeding and Swallowing Specialists for completeness and accuracy.
- 1.10. The Contractor shall ensure:
- 1.10.1. Pediatric Dietitians, and Feeding and Swallowing Specialists (FSS) that comprise the NFSN are available for consultation and technical assistance to all Department and community-based coordinators and clinic coordinators.
  - 1.10.2. Nutrition, Feeding and Swallowing Network's Program Manager and Clinical Supervisor that comprise the NFSN develop and maintain

**New Hampshire Department of Health and Human Services  
Comprehensive Nutrition, Feeding and Swallowing Network for Children with  
Special Health Care Needs**

**EXHIBIT B**

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- educational material, policies and procedures, training material, an evaluation plan, and collaborate with other agencies as needed.
- 1.10.3. The Program Manager shall provide clinical guidance and competency development to FSS and oversee Feeding and Swallowing billing and reimbursement.
- 1.10.4. The Program Manager shall provide education and consultation at the professional training level, to institutions, and to community service providers
- 1.10.5. FSS receive support and training including, but not limited to:
- 1.10.5.1. On-the-job competency training, including no less than two (2) education and training sessions of no less than eight (8) hours each, which may include, but is not limited mandatory and clinical competency based training.
- 1.10.5.2. Support with scheduling, designing, analyzing, and documenting swallow study reports.
- 1.10.5.3. On-going support to problem-solve difficult clinical situations.
- 1.10.5.4. Assistance with reviews and edits of provider documents.
- 1.10.6. Intake processes include:
- 1.10.6.1. Entering data;
- 1.10.6.2. Checking the health insurance status of applicants;
- 1.10.6.3. Collecting key information from the referral source;
- 1.10.6.4. Assigning clinical caseloads by geographical region, in alignment with Family Centered Early Supports and Services regions; and
- 1.10.6.5. Encouraging family participation in the evaluation plan.
- 1.10.7. Dietitians and FSS associated with the NFSN attend NFSN Program and Training Meetings.
- 1.10.8. Referrals are made to other BFCS and community services as appropriate including, but not limited to:
- 1.10.8.1. Health Care Coordination.
- 1.10.8.2. Partners in Health.
- 1.10.8.3. Child Development Clinic.
- 1.10.8.4. New Hampshire Family Voices.
- 1.10.8.5. Complex Care Clinic and Consultation.

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- 1.10.8.6. Family Centered Early Supports and Services.
- 1.10.8.7. Area Agency for Developmental Services.
- 1.10.8.8. Hospitals.
- 1.10.9. The Clinical Supervisor or Program Manager oversees the reporting process and reviews notes from the Dietitians, including, but not limited to, reviewing nutrition reports prepared using the Nutrition Care Process format.
- 1.11. The Contractor shall collaborate with the Department and community-based agencies to:
  - 1.11.1. Ensure coordination of care;
  - 1.11.2. Facilitate interagency referrals;
  - 1.11.3. Coordinate joint training and planning for shared clients;
  - 1.11.4. Develop Individual Family Service Plans (IFSP);
  - 1.11.5. Develop Safe Eating Plans (SEP); and
  - 1.11.6. Coordinate with Family Centered Early Support and Services (FCESS).
- 1.12. The Contractor shall ensure collaboration with community-based agencies that include, but are not limited to:
  - 1.12.1. Primary care and specialty care physicians.
  - 1.12.2. Schools.
  - 1.12.3. Family Centered Early Supports and Services (FCESS) programs.
  - 1.12.4. Dartmouth Hitchcock Medical Center.
  - 1.12.5. Elliot Hospital.
  - 1.12.6. Southern New Hampshire Medical Center Neo-Natal Intensive Care Unit.
  - 1.12.7. Special Care Nursery at Concord Hospital.
  - 1.12.8. Special Care Nursery at Wentworth-Douglas Hospital.
  - 1.12.9. Elliot Pediatric Specialties.
  - 1.12.10. Children's Hospital at Dartmouth, Department of Gastroenterology.
  - 1.12.11. Massachusetts General Hospital/Massachusetts Eye & Ear Infirmary (MEEI) Aerodigestive Clinic.
  - 1.12.12. Plymouth Pediatric Group.
  - 1.12.13. Laconia Family Resource Center.

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*[Signature]*

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- 1.12.14. Androscoggin Valley Hospital.
- 1.12.15. Gorham Learning Center.
- 1.12.16. WIC to:
  - 1.12.16.1. Provide information about the benefits of breastfeeding;
  - 1.12.16.2. Recommend formula and specialty formula as appropriate; and
  - 1.12.16.3. Share nutrition reports with WIC providers, with approval from the child's family.
- 1.12.17. Equipment vendors to:
  - 1.12.17.1. Facilitate formula changes, including increases or decreases in volume; and
  - 1.12.17.2. Secure tube feeding supplies, as needed by families.
- 1.12.18. Home-care nursing providers to:
  - 1.12.18.1. Develop SEPs; and
  - 1.12.18.2. Coordinate in-home services.
- 1.12.19. New Hampshire Family Voices (NHFV).
- 1.12.20. Head Start programs.
- 1.12.21. Other providers as needed to identify and locate services for children determined to be ineligible for CNFSN services.
- 1.13. The Contractor shall maintain office space and provide services at locations throughout the State, which shall include, but are not limited to:
  - 1.13.1. Family Resource Centers.
  - 1.13.2. Hospitals.
  - 1.13.3. Area Agencies.
  - 1.13.4. Community Health Centers.
- 1.14. The Contractor shall provide competency training in pediatric feeding and swallowing disorders to families and community-based personnel serving children, including but not limited to Part C Early Intervention programs, childcare providers, and school-based personnel.
- 1.15. The Contractor shall review and propose alternative means of service provision should there be an unmet need identified for a specific population of CSHCN.
- 1.16. The Contractor ensure attendance at meetings and activities as assigned by the BFCS Administrator or designee.
- 1.17. The Contractor shall conduct an annual Family Satisfaction Survey, and

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provide the results to the Department.

- 1.18. The Contractor shall publish a newsletter no less than twice each year, and distribute it in electronic or printed form to community partners and other organizations, with approval from the Department.
- 1.19. The Contractor shall maintain the following staff:
  - 1.19.1. One (1) Director (.20 FTE);
  - 1.19.2. One (1) Accountant (.0875 FTE);
  - 1.19.3. One (1) Program Support (.70 FTE);
  - 1.19.4. One (1) Program Biller (.375 FTE);
  - 1.19.5. One (1) Clinical (Nutrition) Supervisor (.60 FTE);
  - 1.19.6. One (1) Registered Dietitian (1 FTE); and
  - 1.19.7. One (1) Intake and Referral (Coordinator) Specialist (.75 FTE).
- 1.20. The Contractor shall adhere to the following staffing requirements:
  - 1.20.1. The Department must be notified in writing within one (1) week of hire of when a new Pediatric Dietitian or FSS is hired to work in the program. A resume of the employee must accompany this notification.
  - 1.20.2. In the event of a vacancy in any of the staff positions, the Contractor shall immediately recruit for the position.
  - 1.20.3. The Contractor shall make a request in writing to the Department before hiring new program personnel that do not meet the required staff qualifications. A waiver may be granted based on the needs of the program and/or the individual's experience and education.
  - 1.20.4. All Dietitians must obtain, maintain, and provide documentation of a State of New Hampshire Dietetic license.
  - 1.20.5. FSS shall have the appropriate New Hampshire licensure consistent with their clinical preparation.
  - 1.20.6. All health professionals must obtain and maintain a National Provider Identification (NPI) number and credentialing with the Council for Affordable Quality Healthcare (CAQH).
  - 1.20.7. Dietitians must have a Bachelor's degree in nutrition science, foods and nutrition, or home economics, or a Master's degree in nutrition science, nutrition education or public health nutrition, and current Registered Dietitian status in accordance with the Commission on Dietetic Registration of the American Dietetic Association.

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- 1.20.8. All Dietitian providers and Feeding and Swallowing Specialists must obtain, maintain, and provide documentation of professional liability insurance.
- 1.20.9. Feeding and Swallowing Specialists must have a Bachelor's degree in a health-related field, or a Master's degree in speech and language therapy or occupational therapy.
- 1.20.10. Feeding and Swallowing Specialists must have knowledge and understanding of anatomy and physiology of the normal swallowing reflex, and how this automatic activity may be impaired or diminished in children with disabilities, which includes:
  - 1.20.10.1. Knowledge of normal growth and development;
  - 1.20.10.2. Knowledge of federal and state legislation regarding service provision to children with disabilities;
  - 1.20.10.3. Knowledge of the education and consultative processes;
  - 1.20.10.4. Ability to organize work, analyze problems and recommend/implement solutions; and
  - 1.20.10.5. Ability to establish and maintain cooperative working relationships with medical, educational and allied health service providers.
- 1.20.11. The Contractor shall recruit for and maintain a workforce that is culturally, linguistically, racially, and ethnically diverse.
- 1.20.12. Prior to making an offer of employment or for volunteer work, the Contractor shall, after obtaining signed and notarized authorization from the person or persons for whom information is being sought:
  - 1.20.12.1. Obtain at least two (2) references for the person;
  - 1.20.12.2. Submit the person's name for review against the Bureau of Elderly and Adult Services (BEAS) state registry maintained pursuant to RSA 161-F:49;
  - 1.20.12.3. Submit the person's name for review against the Division for Children, Youth and Families (DCYF) state registry maintained pursuant to RSA 170-G:8-c;
  - 1.20.12.4. Complete a criminal records check to ensure that the person has no history of:
    - 1.20.12.4.1. Felony conviction; or
    - 1.20.12.4.2. Any misdemeanor conviction involving:
      - 1.20.12.4.2.1. Physical or sexual assault;
      - 1.20.12.4.2.2. Violence;



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- 1.20.12.4.2.3. Exploitation;
  - 1.20.12.4.2.4. Child pornography;
  - 1.20.12.4.2.5. Threatening or reckless conduct;
  - 1.20.12.4.2.6. Theft;
  - 1.20.12.4.2.7. Driving under the influence of drugs or alcohol; or
  - 1.20.12.4.2.8. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer; and
- 1.20.12.5. Complete a motor vehicles record check to ensure that the person has a valid driver's license.
- 1.20.13. Unless the Contractor requests and obtains a waiver from the Department, it will not hire any individual or approve any individual to act as a volunteer if:
- 1.20.13.1. The individual's name is on the BEAS or DCYF state registry; or
  - 1.20.13.2. The individual has a record of a felony conviction.
- 1.21. The Contractor shall coordinate a system integrating public and private funding to sustain the availability of specialized feeding and swallowing services to CYSHCN throughout the State which includes, but is not limited to:
- 1.21.1. Developing and maintaining relationships with third-party insurance payers and public health funders.
  - 1.21.2. Developing a system to negotiate and secure reimbursements for feeding and swallowing services, and serve as the paymaster for the established network of community-based providers' fee-for-service and training activities, that must include, but is not limited to:
    - 1.21.2.1. Ensuring each dietician, occupational therapist, and speech language pathology provider maintains a credential with every insurance carrier that will provide a credential.
    - 1.21.2.2. Billing insurance payers for nutrition services through the Contractor's billing department, and:
      - 1.21.2.2.1. Checking each claim for accuracy;
      - 1.21.2.2.2. Adding additional modifiers when needed;
      - 1.21.2.2.3. Following up with and reaching final resolution for each claim that is:

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- 1.21.2.2.4. Unpaid;
- 1.21.2.2.5. Partially paid; or
- 1.21.2.2.6. Not acknowledged as received.
- 1.21.2.3. Ensuring requests for prior authorization for services are processed and submitted as necessary;
- 1.21.2.4. Obtaining approval in advance for additional dietary services when required;
- 1.21.2.5. Submitting requests for rehabilitation services, including, but not limited to, services provide by feeding and swallowing network providers no later than two (2) weeks prior to the start of each month for services scheduled in the coming month; and
  - 1.21.2.5.1. Obtaining medical orders and insurance a prior authorization no less than three (3) days in advance;
  - 1.21.2.5.2. Completing and submitting insurance claims and billing data each week;
  - 1.21.2.5.3. Investigating each unpaid claim; and
  - 1.21.2.5.4. Providing additional information as requested by the insurance payer.

**2. Exhibits Incorporated**

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**3. Reporting Requirements**

- 3.1. The Contractor shall submit an annual report using the Department's template, which includes, but is not limited to:
  - 3.1.1. Quality assurance activities, including, but not limited to:

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- 3.1.1.1. A summary of Family Satisfaction Survey results that includes:
  - 3.1.1.1.1. Percentage of families rating the Contractor's expertise as extremely helpful or very helpful ;
  - 3.1.1.1.2. Percentage of families rating the Contractor's recommendations as extremely helpful or very helpful;
  - 3.1.1.1.3. Percentage of families rating the Contractor's ability to collaborate with other providers as very good or extremely good; and
  - 3.1.1.1.4. Percentage of families indicating it is very important or extremely important to be seen at home.
- 3.1.2. Progress made and efforts undertaken to meet goals and objectives for each activity or service funded in quantitative terms, including statistical measures for evaluating successful outcomes.
- 3.1.3. Overall progress toward program goals and supporting statistical information' including, but not limited to:
  - 3.1.3.1. A status report or final results from the FSN Outcome Study; and
  - 3.1.3.2. A status report or final results from the FSN Outcome Study
- 3.1.4. Program effectiveness, including identified program gaps and a plan to address them.
- 3.1.5. Future plans or goals, including a narrative report on status of design changes to program model.
- 3.1.6. Third Party reimbursement funding improvement strategies.
- 3.1.7. Emerging issues.
- 3.2. The Contractor shall ensure data is entered, documents uploaded, and case records are maintained in the Department Data System within five (5) business days of receiving the data which shall include, but not be limited to:
  - 3.2.1. The demographic characteristics of each client receiving services, and insurance status.
  - 3.2.2. Enrollment and discharge information.
  - 3.2.3. Encounter and progress notes.
  - 3.2.4. Any problems, obstacles, or hindrances with a plan to address them.

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- 3.2.5. Screening efforts, results, and referrals for further assessment or services.
- 3.2.6. Documents relevant to each case, including, but not limited to:
  - 3.2.6.1. Applications.
  - 3.2.6.2. Approval, denial and/or discharge letters (when applicable).
  - 3.2.6.3. Medical documentation used for eligibility determination.
  - 3.2.6.4. Referral forms.
  - 3.2.6.5. Releases.
  - 3.2.6.6. NFS Reports that include, but are not limited to treatment/care plans.
  - 3.2.6.7. Waiver requests and approvals (if applicable).
- 3.2.7. The Department may request additional information at any time during the contract period.

**4. Performance Measures**

- 4.1. The Department will monitor performance of the Contractor by reviewing the following annually:
  - 4.1.1. Ninety percent (90%) of CSHCN enrolled in NFSN have evidence of an individual treatment/care plan and/or progress made towards goals in their electronic case record upon annual review by the Department.
  - 4.1.2. Eighty-five percent (85%) of CSHCN or their family or guardian, responding to a Department approved survey, will indicate satisfaction with services provided.
  - 4.1.3. A minimum of seven hundred (700) nutrition visits by licensed dietician(s) provided per year.
  - 4.1.4. A network of a minimum of six (6) feeding and swallowing specialists will visit clients in each of the ten (10) NH counties per year.
  - 4.1.5. A minimum of one thousand one hundred (1,100) visits will be conducted by feeding and swallowing providers per year.
  - 4.1.6. A minimum of one hundred (100) swallow studies that include analysis and relevant follow-up consultation to families of CSHCN will be provided annually.
  - 4.1.7. One hundred percent (100%) of feeding and swallowing encounters by a feeding and swallowing professional will be billed to a private

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insurance company, a managed care organization (MCO), or to NH Medicaid, as is applicable

- 4.2. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 4.3. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 4.4. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

**5. Additional Terms**

- 5.1. Impacts Resulting from Court Orders or Legislative Changes
  - 5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 5.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services
  - 5.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.
- 5.3. Credits and Copyright Ownership
  - 5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
  - 5.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

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- 5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
  - 5.3.3.1. Brochures.
  - 5.3.3.2. Resource directories.
  - 5.3.3.3. Protocols or guidelines.
  - 5.3.3.4. Posters.
  - 5.3.3.5. Reports.
- 5.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.
- 5.4. Operation of Facilities: Compliance with Laws and Regulations
  - 5.4.1. 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 Agreement 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.

**6. Records**

- 6.1. The Contractor shall keep records that include, but are not limited to:
  - 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
  - 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories,

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valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

- 6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.
- 6.1.4. Medical records on each patient/recipient of services.
- 6.2. During the term of this Agreement 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 Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) 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.

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**EXHIBIT C**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 25%, Federal funds from the Title V Maternal Child Health Block Grant, as awarded on October 26, 2020, by the Health Resources and Services Administration, CFDA #93.994, FAIN #B09SM010035 and FAIN #B0440148.
  - 1.2. 75% General funds.
2. For the purposes of this Agreement:
  - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.330.
  - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.87.
  - 2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. 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 specified in Exhibits C-1, Budget through Exhibit C-2, Budget.
4. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [bfcs@dhhs.nh.gov](mailto:bfcs@dhhs.nh.gov), or invoices may be mailed to:

Medical Services Technician  
Department of Health and Human Services  
Bureau for Family Centered Services, Thayer Building  
129 Pleasant Street  
Concord, NH 03301
6. The Department 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, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

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**EXHIBIT C**

8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. 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.
11. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. Audits
  - 12.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
    - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
    - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
    - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
  - 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

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- 12.4. 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.

New Hampshire Department of Health and Human Services

Bidder/Program Name: Amoskeag Health

Budget Request for: Comprehensive Nutrition Feeding and Swallowing Network (RFP-2022-DLTSS-04-COMPR)

Budget Period: 7/1/21-6/30/22

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	\$ 124,447.00	\$ -	\$ 124,447.00	\$ -	\$ -	\$ -	\$ 124,447.00	\$ -	\$ 124,447.00
2. Employee Benefits	\$ 23,122.00	\$ -	\$ 23,122.00	\$ -	\$ -	\$ -	\$ 23,122.00	\$ -	\$ 23,122.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00	\$ -	\$ 300.00
6. Travel	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00	\$ -	\$ 300.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00	\$ -	\$ 600.00
Postage	\$ 312.00	\$ -	\$ 312.00	\$ -	\$ -	\$ -	\$ 312.00	\$ -	\$ 312.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00
12. Subcontracts/Agreements	\$ 248,492.00	\$ -	\$ 248,492.00	\$ -	\$ -	\$ -	\$ 248,492.00	\$ -	\$ 248,492.00
13. Other (specify details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Patient Visits	\$ 116,350.00	\$ -	\$ 116,350.00	\$ 62,010.00	\$ -	\$ 62,010.00	\$ 54,340.00	\$ -	\$ 54,340.00
Travel for Patient Visits	\$ 5,396.00	\$ -	\$ 5,396.00	\$ -	\$ -	\$ -	\$ 5,396.00	\$ -	\$ 5,396.00
Community Outreach	\$ 888.00	\$ -	\$ 888.00	\$ -	\$ -	\$ -	\$ 888.00	\$ -	\$ 888.00
North Country Stipend	\$ 675.00	\$ -	\$ 675.00	\$ -	\$ -	\$ -	\$ 675.00	\$ -	\$ 675.00
Regional Nutritionists Training	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
Cultural/Linguistic Support	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00	\$ -	\$ 300.00
Office Equipment/Information Technology	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
Space Allocation	\$ 24,761.00	\$ -	\$ 24,761.00	\$ -	\$ -	\$ -	\$ 24,761.00	\$ -	\$ 24,761.00
Administrative Fee	\$ -	\$ 52,448.00	\$ 52,448.00	\$ -	\$ 5,781.00	\$ 5,781.00	\$ -	\$ 46,667.00	\$ 46,667.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 550,343.00</b>	<b>\$ 52,448.00</b>	<b>\$ 602,791.00</b>	<b>\$ 62,010.00</b>	<b>\$ 5,781.00</b>	<b>\$ 67,791.00</b>	<b>\$ 488,333.00</b>	<b>\$ 46,667.00</b>	<b>\$ 535,000.00</b>

Indirect As A Percent of Direct

9.53%

[Empty box]

New Hampshire Department of Health and Human Services

Bidder/Program Name: Amoskeag Health

Budget Request for: Comprehensive Nutrition Feeding and Swallowing Network (RFP-2022-DLTSS-04-COMPR)

Budget Period: 7/1/22-6/30/23

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	\$ 126,937.00	\$ -	\$ 126,937.00	\$ -	\$ -	\$ -	\$ 126,937.00	\$ -	\$ 126,937.00
2. Employee Benefits	\$ 23,585.00	\$ -	\$ 23,585.00	\$ -	\$ -	\$ -	\$ 23,585.00	\$ -	\$ 23,585.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00	\$ -	\$ 300.00
6. Travel	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00	\$ -	\$ 300.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00	\$ -	\$ 600.00
Postage	\$ 312.00	\$ -	\$ 312.00	\$ -	\$ -	\$ -	\$ 312.00	\$ -	\$ 312.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00
12. Subcontracts/Agreements	\$ 248,492.00	\$ -	\$ 248,492.00	\$ -	\$ -	\$ -	\$ 248,492.00	\$ -	\$ 248,492.00
13. Other (specify details, mandates):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Patient Visits	\$ 116,350.00	\$ -	\$ 116,350.00	\$ 62,010.00	\$ -	\$ 62,010.00	\$ 54,340.00	\$ -	\$ 54,340.00
Travel for Patient Visits	\$ 5,396.00	\$ -	\$ 5,396.00	\$ -	\$ -	\$ -	\$ 5,396.00	\$ -	\$ 5,396.00
Community Outreach	\$ 888.00	\$ -	\$ 888.00	\$ -	\$ -	\$ -	\$ 888.00	\$ -	\$ 888.00
North Country Stipend	\$ 675.00	\$ -	\$ 675.00	\$ -	\$ -	\$ -	\$ 675.00	\$ -	\$ 675.00
Regional Nutritionists Training	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
Cultural/Linguistic Support	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00	\$ -	\$ 300.00
Office Equipment/Information Technology	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
Space Allocation	\$ 24,761.00	\$ -	\$ 24,761.00	\$ -	\$ -	\$ -	\$ 24,761.00	\$ -	\$ 24,761.00
Administrative Fee	\$ -	\$ 52,729.00	\$ 52,729.00	\$ -	\$ 9,015.00	\$ 9,015.00	\$ -	\$ 43,714.00	\$ 43,714.00
<b>TOTAL</b>	<b>\$ 553,296.00</b>	<b>\$ 52,729.00</b>	<b>\$ 606,025.00</b>	<b>\$ 62,010.00</b>	<b>\$ 9,015.00</b>	<b>\$ 71,025.00</b>	<b>\$ 491,286.00</b>	<b>\$ 43,714.00</b>	<b>\$ 535,000.00</b>

Indirect As A Percent of Direct

9.53%



New Hampshire Department of Health and Human Services  
Exhibit D

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

Vendor Initials DS  
Date 6/3/2021



New Hampshire Department of Health and Human Services  
Exhibit D

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

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

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

Vendor Name:

6/3/2021

Date

DocuSigned by:

Name: K. McCracken

Title: President/CEO

DS

Vendor Initials

Date 6/3/2021



New Hampshire Department of Health and Human Services  
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name:

6/3/2021  
Date

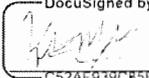
DocuSigned by:  
  
 CS2AF938CB5F454  
 Name: KRTS McCracken  
 Title: President/CEO

Exhibit E – Certification Regarding Lobbying

DS  
  
 Vendor Initials  
 Date 6/3/2021



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

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

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

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this 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



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

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**

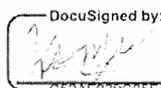
- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 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:

6/3/2021  
Date

DocuSigned by:  
  
 Name: KRIS McCracken  
 Title: President/CEO

Contractor Initials   
 Date 6/3/2021



New Hampshire Department of Health and Human Services  
Exhibit G

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

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

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

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

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

Exhibit G

Contractor Initials DS  
*[Signature]*

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



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

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

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

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

Contractor Name:

6/3/2021

Date

DocuSigned by:

Name: KRIS McCracken

Title: President/CEO

Exhibit G

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

Contractor Initials



New Hampshire Department of Health and Human Services  
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

6/3/2021

Date

DocuSigned by:

Name: Kris McCracken

Title: President/CEO

Contractor Initials   
Date 6/3/2021





New Hampshire Department of Health and Human Services

Exhibit I

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

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

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

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

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

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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





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Exhibit I

- 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

Amoskeag Health

The State

Name of the Contractor

*Deborah D. Scheetz*

*Kris McCracken*

Signature of Authorized Representative

Signature of Authorized Representative

Deborah D. Scheetz

Kris McCracken

Name of Authorized Representative  
Director Division of Long Term Supports

Name of Authorized Representative  
and Services  
President/CEO

Title of Authorized Representative

Title of Authorized Representative

6/3/2021

6/3/2021

Date

Date

Contractor Initials DS

Date 6/3/2021



New Hampshire Department of Health and Human Services  
Exhibit J

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

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

In accordance with 2 CFR Part 170 (Reporting 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:

6/3/2021

Date

DocuSigned by:

Name: RPTS McCracken

Title: President/CEO

Contractor Initials   
Date 6/3/2021



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: 9286649370000

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

           NO                        x   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: _____

# New Hampshire Department of Health and Human Services

## Exhibit K

### DHHS Information Security Requirements



#### A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

## New Hampshire Department of Health and Human Services

### Exhibit K

## DHHS Information Security Requirements



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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

### I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

#### A. Business Use and Disclosure of Confidential Information.

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

## New Hampshire Department of Health and Human Services

### Exhibit K

## DHHS Information Security Requirements



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

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

## II. METHODS OF SECURE TRANSMISSION OF DATA

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

DS  
*[Handwritten Signature]*

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

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

A. Retention

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

## New Hampshire Department of Health and Human Services

## Exhibit K

## DHHS Information Security Requirements



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

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

**B. Disposition**

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

**IV. PROCEDURES FOR SECURITY**

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).



## New Hampshire Department of Health and Human Services

### Exhibit K

### DHHS Information Security Requirements



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

# State of New Hampshire

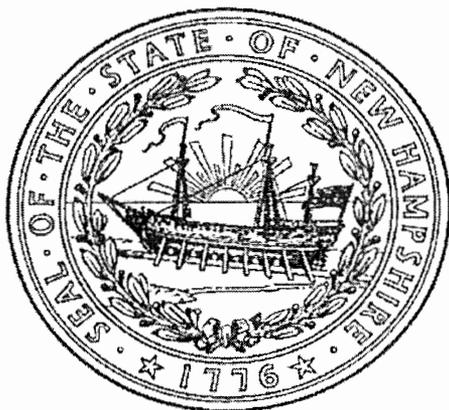
## Department of State

### 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.

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

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 1<sup>st</sup> 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

  
\_\_\_\_\_  
Signature of Elected Officer

Name: David Crespo

Title: Board Secretary, Amoskeag Health



# 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).**

<b>PRODUCER</b> Aspen Insurance Agency An Optisure Risk Partner 40 Stark Street Manchester NH 03104	<b>CONTACT NAME:</b> Kim Bilodeau <b>PHONE (A/C, No, Ext):</b> (603) 647-0800 <b>FAX (A/C, No):</b> (603) 647-0330 <b>E-MAIL ADDRESS:</b> kim.bilodeau@optisure.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> AMOSKEAG HEALTH & CHILD HEALTH SERVICES INC 145 HOLLIS ST MANCHESTER NH 03101-1235	<b>INSURER A:</b> Selective Insurance Company <b>INSURER B:</b> Comp-SIGMA Ltd <b>INSURER C:</b> Hanover Professionals Direct <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

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

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

<b>CERTIFICATE HOLDER</b>  State of NH - Department of Health and Human Services 129 Pleasant Street Concord NH 03301-3857	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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## 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

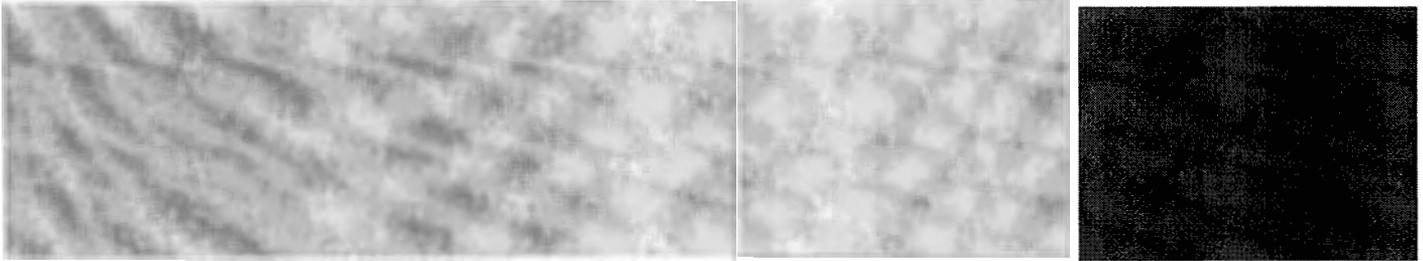
We envision a healthy and vibrant community with strong families and tight social fabric that ensures everyone has the tools they need to thrive and succeed.

## CORE VALUES

We believe in:

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

Where quality and compassion meet family and community



**FINANCIAL STATEMENTS**

June 30, 2020 and 2019

With Independent Auditor's Report





## 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.

Board of Directors  
Amoskeag Health  
Page 2

**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**

	<u>2020</u>	<u>2019</u>
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	<u>114,920</u>	<u>174,461</u>
Total current assets	6,600,189	4,497,442
Property and equipment, net	<u>4,249,451</u>	<u>4,397,203</u>
Total assets	<u>\$10,849,640</u>	<u>\$ 8,894,645</u>

**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	<u>42,505</u>	<u>46,368</u>
Total current liabilities	4,268,412	2,283,881
Long-term debt, less current maturities	<u>1,556,661</u>	<u>1,594,959</u>
Total liabilities	<u>5,825,073</u>	<u>3,878,840</u>
Net assets		
Without donor restrictions	4,711,819	4,409,285
With donor restrictions	<u>312,748</u>	<u>606,520</u>
Total net assets	<u>5,024,567</u>	<u>5,015,805</u>
Total liabilities and net assets	<u>\$10,849,640</u>	<u>\$ 8,894,645</u>

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

**AMOSKEAG HEALTH**  
**Statements of Operations**  
**Years Ended June 30, 2020 and 2019**

	<u>2020</u>	<u>2019</u>
Operating revenue		
Patient service revenue	\$11,473,557	\$10,543,526
Provision for bad debts	<u>(681,463)</u>	<u>(380,456)</u>
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	<u>380,447</u>	<u>1,066,720</u>
Total operating revenue	<u>20,405,296</u>	<u>20,036,882</u>
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	<u>86,838</u>	<u>100,845</u>
Total operating expenses	<u>20,102,762</u>	<u>19,052,784</u>
Excess of revenue over expenses	302,534	984,098
Net assets released from restriction for capital acquisition	<u>-</u>	<u>32,976</u>
Increase in net assets without donor restrictions	<u>\$ 302,534</u>	<u>\$ 1,017,074</u>

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
<b>Total</b>	<b>\$ 2,379,584</b>	<b>\$ 915,226</b>	<b>\$ 2,743,181</b>	<b>\$ 634,327</b>	<b>\$ 8,110,592</b>	<b>\$ 1,495,483</b>	<b>\$ 498,667</b>	<b>\$16,777,060</b>	<b>\$ -</b>	<b>\$ 240,247</b>	<b>\$ 3,085,455</b>	<b>\$20,102,762</b>
	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
<b>Total</b>	<b>\$ 2,277,967</b>	<b>\$ 888,147</b>	<b>\$ 2,543,913</b>	<b>\$ 637,259</b>	<b>\$ 7,841,973</b>	<b>\$ 1,558,223</b>	<b>\$ 383,425</b>	<b>\$16,130,907</b>	<b>\$ -</b>	<b>\$ 248,237</b>	<b>\$ 2,673,640</b>	<b>\$19,052,784</b>

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**

	<u>2020</u>	<u>2019</u>
Net assets without donor restrictions		
Excess of revenue over expenses	\$ 302,534	\$ 984,098
Net assets released from restriction for capital acquisition	<u>-</u>	<u>32,976</u>
Increase in net assets without donor restrictions	<u>302,534</u>	<u>1,017,074</u>
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	<u>-</u>	<u>(32,976)</u>
Decrease in net assets with donor restrictions	<u>(293,772)</u>	<u>(98,816)</u>
Change in net assets	8,762	918,258
Net assets, beginning of year	<u>5,015,805</u>	<u>4,097,547</u>
Net assets, end of year	<u>\$ 5,024,567</u>	<u>\$ 5,015,805</u>

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

**AMOSKEAG HEALTH****Statements of Cash Flows****Years Ended June 30, 2020 and 2019**

	<u>2020</u>	<u>2019</u>
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	<u>1,321,267</u>	<u>799,032</u>
Cash flows from investing activities		
Distribution from limited liability company	12,223	-
Capital expenditures	<u>(274,832)</u>	<u>(174,314)</u>
Net cash used by investing activities	<u>(262,609)</u>	<u>(174,314)</u>
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	<u>(46,368)</u>	<u>(66,375)</u>
Net cash provided (used) by financing activities	<u>1,421,432</u>	<u>(301,375)</u>
Net increase in cash and cash equivalents	2,480,090	323,343
Cash and cash equivalents, beginning of year	<u>1,368,835</u>	<u>1,045,492</u>
Cash and cash equivalents, end of year	<u>\$ 3,848,925</u>	<u>\$ 1,368,835</u>
Supplemental disclosures of cash flow information		
Cash paid for interest	<u>\$ 86,838</u>	<u>\$ 100,845</u>
Non-cash transactions		
Line of credit refinanced as long-term debt	<u>\$ -</u>	<u>\$ 500,000</u>

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

## AMOSKEAG HEALTH

### Notes to Financial Statements

June 30, 2020 and 2019

#### 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.

## **AMOSKEAG HEALTH**

### **Notes to Financial Statements**

**June 30, 2020 and 2019**

#### **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.

## AMOSKEAG HEALTH

### Notes to Financial Statements

June 30, 2020 and 2019

#### **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 (PPHCE) 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 PPHCE 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.

## **AMOSKEAG HEALTH**

### **Notes to Financial Statements**

**June 30, 2020 and 2019**

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.

## **AMOSKEAG HEALTH**

### **Notes to Financial Statements**

**June 30, 2020 and 2019**

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.

**AMOSKEAG HEALTH****Notes to Financial Statements****June 30, 2020 and 2019**

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:

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

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:

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

**AMOSKEAG HEALTH****Notes to Financial Statements****June 30, 2020 and 2019**

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:

	<u>2020</u>	<u>2019</u>
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:

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

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:

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

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.

**AMOSKEAG HEALTH****Notes to Financial Statements****June 30, 2020 and 2019****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:

	<u>2020</u>	<u>2019</u>
Note payable, with a local bank (see terms below)	\$ <b>1,598,648</b>	\$ 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	<u>518</u>	<u>6,633</u>
Total long-term debt	<b>1,599,166</b>	1,641,327
Less current maturities	<u>42,505</u>	<u>46,368</u>
Long-term debt, less current maturities	<u><b>\$ 1,556,661</b></u>	<u>\$ 1,594,959</u>

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	<u>1,371,939</u>
Total	<u><b>\$ 1,599,166</b></u>

**AMOSKEAG HEALTH****Notes to Financial Statements****June 30, 2020 and 2019**

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:

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

**8. Patient Service Revenue**

Patient service revenue follows for the years ended June 30:

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

## AMOSKEAG HEALTH

### Notes to Financial Statements

June 30, 2020 and 2019

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.

**AMOSKEAG HEALTH****Notes to Financial Statements****June 30, 2020 and 2019****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	<u>94,357</u>
Total	<u>\$ 614,662</u>

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



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

## Honey Weiss MS RD LD

### PROFESSIONAL SUMMARY

#### Registered and Licensed Dietitian

Nutrition Network Clinical Supervisor for the Nutrition, Feeding and Swallowing Program at Amoskeag Health. Serves as a nutrition provider for the same agency evaluating and educating children with special health care needs. Has developed a series of education materials for children with special health care needs, developed a policy & procedure manual and QA tools. Public speaking at schools, community agencies on various pediatric nutrition related topics. This included at risk/overweight children, breastfeeding, food allergies, autism, HIPAA, and pediatric nutrition assessment. Honey also is an adjust nutrition professor at Manchester Community College where she teaches Introduction to Nutrition Theory and a Clinical Nutrition Lab.

### CREDENTIALS

<b>Dietetic Registration Exam</b>	1982
<b>License, State of New Hampshire</b>	2003
<b>Certified Pediatric Counselor for at risk and overweight clients</b>	2006
<b>Integrative and Function Medical Nutrition certification</b>	2020

### EXPERIENCE

<b>Manchester Community College</b> Adjust Nutrition Professor	2018-current
<b>Nutrition Network Clinical Supervisor</b> <i>Amoskeag Health, Manchester, NH</i>	2004-current
<b>Pediatric Nutrition Consultant</b> <i>Amoskeag Health, Manchester, NH</i>	1990-current
<b>Nutrition Consultant</b> <i>Manchester Mental Health Center, Manchester, NH</i>	1989-2002
<b>Dietitian</b> <i>Bedford Nutrition Consultants, Bedford, NH</i>	1989-1995
<b>Pediatric Renal Dietitian</b> <i>St Christopher Hospital for Children</i>	1986-1989
<b>Pediatric Renal Dietitian</b> <i>University of Michigan Hospital, Ann Arbor, Michigan</i>	1985-1986
<b>Renal Dietitian</b> <i>Misericordia Hospital, Philadelphia, PA</i>	1982-1985

### EDUCATION

<b>Masters in Clinical Nutrition</b> <i>Drexel University, Philadelphia, PA</i>	1985
<b>Bachelor of Science in Clinical Nutrition Coordinated Undergraduate Program</b> <i>Syracuse University, Syracuse, New York</i>	1982

### AFFILIATIONS

<b>Academy of Nutrition and Dietetics</b>	1982-Current
<b>Pediatric Practice Group</b>	1999-Current
<b>Integrative and Functional Medicine Practice Group</b>	2015- Current
<b>NH Herbal Network</b>	2006- Current
<b>New Hampshire Dietetic Association</b>	1989-Current
<b>Northern New England Cystic Fibrosis Consortium</b>	1992-2014

### COMMUNITY SERVICE

**Guiding Eyes for the Blind**

1996-Current

*Yorktown Heights, New York*

- Puppy Raiser for Guiding Eyes for the Blind. Currently raising 16<sup>th</sup> puppy for the agency.

**Land Trust of Bedford**

*Bedford, NH*

1992-2020

- Served as a Board Member and/or Advisor

LECTURES

- \*Childhood Obesity, October 2006 Advance Level Feeding and Nutrition Conference Early Education and Intervention Network.
- \*Serving Children with Food Allergies, October 2007. Child Development Training Day.
- \*What You Need to Know About Prebiotics and Probiotics. November 2013. NH Dietetic Association Fall Conference.
- \*Quarterly topics to the Nutrition, Feeding, and Swallowing Program, 2004-present

PUBLISHED

PNPG Building Block for Life- Children's Multivitamin and Mineral Supplement, Fall 2016 Issues

References on Request

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.

**Sarah Belhumeur**

sarah.belhumeur@gmail.com

~~11-20-2017~~  
~~11-20-2017~~

~~11-20-2017~~

**OBJECTIVE**

Obtain a job in the public health nutrition field and use skills to promote overall health of individuals. Particularly interested in a specification in research and nutritional policies.

**CORE COMPETENCIES**

- Work well as an individual contributor and team player with natural leadership ability
- Self-motivated, multi-tasking, fast paced worker who performs under pressure and able to meet deadlines
- Strong customer focus with outstanding communication and presentation skills
- Problem solver with excellent reasoning, logic, and critical thinking skills
- Able to convey concepts through distinguished public speaking skills and motivational interviewing techniques

**EDUCATION AND CERTIFICATIONS**

**Bachelor's of Science  
Public Health - Nutrition  
Minor of Business Management**

- Keene State College, Keene, NH
- Cum Laude
- ServSafe certification
- Early Sprouts certification

**Professional and Educational Implementation**

- Practicum
- Lead a community wellness educational lesson for seventh and eighth grade students
- Coordinated a meal at the college dining commons for three thousand people
- Research experience

**TECHNICAL SKILLS**

- Proficient in a variety of operating systems including Windows 2003/2008/2010/2012, Mac OS X and IOS
- Experience with a wide array of Microsoft technologies including Microsoft Excel, Word, PowerPoint and Outlook
- Working knowledge of SAP Concur Technologies

**VOLUNTEER EXPERIENCE**

- Hundred Nights Homeless Shelter
- Outfitters Second Hand Shop
- Taught summer classes for two consecutive years
- Over one hundred volunteer hours in the past six years
- Observed multiple appointments at the WIC Nutrition Office - Manchester, NH and Keene, NH

**PROFESSIONAL EXPERIENCE**

*Nutrition, Feeding & Swallowing Program I&R Coordinator* **Oct 2018 - Present**  
**Amoskeag Health** *Manchester, NH*

- Responsible for overseeing the day to day operations of the Nutrition, Feeding & Swallowing program
- Analyze medical records and works with patients to determine program eligibility
- Adheres to HIPAA (Health Insurance Portability and Accountability Act) guidelines
- Work to design, conduct, and integrate outcomes of quality assurance activities into program operations
- Professionally address programmatic feedback and/or complaints from key stakeholders and patients

*Student Dietitian* **Feb 2018 - Apr 2018**  
**Keene State College** *Keene, NH*

- Confidently used the nutrition care process and collected anthropometrics, biochemical data, food and nutrition related history, client history and physical findings
- Assessed patient's nutritional status, developed plans of care and evaluated outcomes using Nutrition Diagnosis Statements (PES and ADIME)
- Accurately calculated nutrition prescriptions including calories, macronutrient and fluid needs
- Provided appropriate nutritional education
- Identified appropriate nutritional risk of patients and intervened based on established criteria such as the Nutrition Diagnostic Terminology

*Health and Wellness/Residential Life Intern* **Aug 2017 - Mar 2018**  
**Keene State College** *Keene, NH*

- Responsible for developing handbooks, manuals and lesson plans for directors, data collection, analysis and presentation of findings
- Led campus-wide programs and events including nutrition coaching, yoga/meditation, freshman orientations, Sodexo committee meetings and various events to engage students in healthy activities on weekends
- Coordinated tabling events to spread information, survey and collect data to use for further research and future projects

*Service Assistant* **May 2016 - Present**  
**Darden (Longhorn & Olive Garden)** *Keene, NH/Manchester, NH*

- Optimum performance under pressure
- Work with food and cater to specific dietary needs
- Responsible for development of strategic planning relating to floor plans, organization, seating arrangements and calculating accurate wait quotes
- Assisted servers in the preparation and delivery of food in a time effective manner
- Execution of all necessary safety procedures
- Supported coworkers in serving food and beverages appropriately
- Interacted with customers and proficiently responded to their wants and needs

## Appendix D

Program Staff List						
New Hampshire Department of Health and Human Services						
COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR						
Proposal Agency Name: Amoskeag health						
Comprehensive Nutrition Feeding and Swallowing Network (RFP-2022-DLTSS-04-COMPR)						
Program:						
Budget Period: 7/1/21 - 6/30/22						
A	B	C	D	E	E	F
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week	Amnt Funded by this program for Budget Period	Amnt Funded by other sources for Budget Period	Site*
Example:						
Program Coordinator	Sandra Smith	\$21.00	40	\$43,680	\$43,680	
Administrative Salaries						
Director	Janet Clark	\$39.42	8	\$16,573	\$0	1245 Elm St.
Accountant	Wendy Labrecque	\$30.10	3.5	\$5,561	\$0	813 Canal St.
Program Biller	Jessica Timmins	\$19.93	15	\$15,620	\$0	813 Canal St.
Total Admin. Salaries				\$37,754	\$0	
Direct Service Salaries						
Clinical Supervisor	Honey Weiss	\$34.00	24	\$43,300	\$0	1245 Elm St.
Intake & Referral Specialist	Sarah Belhumeru	\$27.33	30	\$43,393	\$0	1245 Elm St.
Total Direct Salaries				\$86,693	\$0	
Total Salaries by Program				\$124,447.00	\$0.00	
Please note, any forms downloaded from the DHHS website will NOT calculate. Forms will be sent electronically via e-mail to all programs submitting a Letter of Intent by the due date.						
*Please list which site(s) each staff member works at, if your agency has multiple sites.						

Appendix D

<b>Program Staff List</b>						
<b>New Hampshire Department of Health and Human Services</b>						
<b>COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR</b>						
<b>Proposal Agency Name:</b> Amoskeag health						
Comprehensive Nutrition Feeding and Swallowing Network (RFP-2022-DLTSS-04-COMPR)						
<b>Program:</b>						
<b>Budget Period:</b> 7/1/22 - 6/30/23						
A	B	C	D	E	E	F
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week	Amnt Funded by this program for Budget Period	Amnt Funded by other sources for Budget Period	Site*
Example:						
Program Coordinator	Sandra Smith	\$21.00	40	\$43,680	\$43,680	
<b>Administrative Salaries</b>						
Director	Janet Clark	\$40.21	8	\$16,904	\$0	1245 Elm St.
Accountant	Wendy Labrecque	\$30.70	3.5	\$5,672	\$0	813 Canal St.
Program Biller	Jessica Timmins	\$20.33	15	\$15,933	\$0	813 Canal St.
<b>Total Admin. Salaries</b>				\$38,509	\$0	
<b>Direct Service Salaries</b>						
Clinical Supervisor	Honey Weiss	\$34.68	24	\$44,163	\$0	1245 Elm St.
Intake & Referral Specialist	Sarah Belhumeru	\$27.88	30	\$44,265	\$0	1245 Elm St.
<b>Total Direct Salaries</b>				\$88,428	\$0	
<b>Total Salaries by Program</b>				\$126,937.00	\$0.00	
<p><b>Please note, any forms downloaded from the DHHS website will NOT calculate. Forms will be sent electronically via e-mail to all programs submitting a Letter of Intent by the due date.</b></p> <p>*Please list which site(s) each staff member works at, if your agency has multiple sites.</p>						