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

Lori A. Shibinette  
Commissioner

Patricia M. Tilley  
Director

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Fax: 603-271-4827 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

January 31, 2022

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend an existing contract with Dr. Amy Kritzer MD (VC#311338-B001, Groton, MA, to continue providing medical consulting services to the New Hampshire Newborn Screening Program, by increasing the price limitation by \$54,000 from \$54,000 to \$108,000 and by extending the completion date from June 30, 2022 to June 30, 2025, effective July 1, 2022 or upon Governor and Council approval, whichever is later. 100% Other Funds (Newborn Screening Revolving).

The original contract was approved by Governor and Council on June 19, 2019, item #73.

Funds are available in the following account for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Years 2024 and 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**05-95-90-902010-5240 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, BUREAU OF COMM & HEALTH SERV, NEWBORN SCREENING REVOLVING FUND**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	046-500462	Med Consultants-Non-Benefit	90080013	\$18,000	\$0	\$18,000
2021	046-500462	Med Consultants-Non-Benefit	90080013	\$18,000	\$0	\$18,000
2022	046-500462	Med Consultants-Non-Benefit	90080013	\$18,000	\$0	\$18,000
2023	046-500462	Med Consultants-Non-Benefit	90080013	\$0	\$18,000	\$18,000

2024	046-500462	Med Consultants-Non-Benefit	90080013	\$0	\$18,000	\$18,000
2025	046-500462	Med Consultants-Non-Benefit	90080013	\$0	\$18,000	\$18,000
			<b>Total</b>	<b>\$54,000</b>	<b>\$54,000</b>	<b>\$108,000</b>

**EXPLANATION**

The purpose of this request is to continue ensuring medical and physician consultant services are available to the Department's Newborn Screening Program and the New Hampshire medical community on a case-by-case, as needed basis. The Department and the medical community need specialty physician consultant services when newborn screenings indicate clinically significant abnormal screening results that require specific and prompt medical follow-up and treatment.

The Department cannot determine how many individuals will be impacted by contracted services because the number of newborn screenings that will have clinically significant abnormal screening results is unknown. However, based on the previous year's data the Department estimates around twenty-five newborns per year will receive services under this contract.

Newborn screening programs nationwide screen newborns for potentially life threatening, complicated medical disorders through a blood test shortly after birth. Pediatricians and General Practice physicians are often unfamiliar with rare genetic and metabolic disorders, and rely on the expertise of the special medical consultant for direction and support in handling cases in which screening has shown clinically significant abnormal results in a timely and effective manner. The needs for these services remains critical in order to prevent unnecessary death and illness among newborns identified with these rare conditions. The condition of illness must be identified in order that appropriate medical action be taken, prior to clinical symptoms materializing.

The Department will monitor the following to measure the effectiveness of services by:

- Availability of the consultant for Newborn Screening Program and NH medical providers through number of consultations provided.
- Periodic programmatic reviews of expanded screenings and condition-specific standards.
- Attendance at Newborn Screening Advisory Committee Meetings.

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

Should the Governor and Council not authorize this request, the Department will not have access to specialty physician consultation services that are needed when newborn screenings indicate clinically significant abnormal results that require specific and prompt medical attention.

Area served: Statewide.

Source of Federal Funds: 100% Other Funds, Newborn Screening Revolving Fund.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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In the event that the Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lori A. Shibinette  
Commissioner



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1**

This Amendment to the Newborn Screening Physician Consultant contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Dr. Amy Kritzer ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #73), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$108,000
3. Modify Exhibit A, Scope of Services, Section 1. Provisions Applicable to All Services, Subsection 1.3, to read:  
1.3. The Contractor has been identified as a Subrecipient in accordance with 2 CFR 200.331.
4. Modify Exhibit A, Scope of Services, Section 1. Provisions Applicable to All Services, by deleting Subsection 1.4.
5. Modify Exhibit B, Method and Conditions Precedent to Payment, Subsection 2.2., to read as follows, with no changes to subsequent subsections:
  - 2.2. The Contractor shall submit an invoice and supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Contractor shall:
    - 2.2.1. Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
    - 2.2.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
    - 2.2.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
    - 2.2.4. Ensure the invoice is completed, dated and returned to the Department with the supporting documentation for authorized expenses, in order to initiate payment

All terms and conditions of the Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2022, or upon Governor and Council approval, whichever is later

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

State of New Hampshire  
Department of Health and Human Services

2/9/2022

Date

DocuSigned by:  
*Patricia M. Tilley*  
Name: Patricia M. Tilley  
Title: Director

2/9/2022

Date

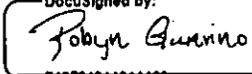
DocuSigned by:  
*Dr. Amy Kritzer*  
Name: Amy Kritzer  
Title: MD

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

OFFICE OF THE ATTORNEY GENERAL

2/9/2022

Date

DocuSigned by:  
  
Name: Robyn Guarino  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:  
Title:

CONTROLLED RISK INSURANCE COMPANY OF VERMONT INC. (A Risk Retention Group)  
Burlington, Vermont

## Confirmation of Coverage for Physicians, Dentists, and Podiatrists

CHILDREN'S MEDICAL CENTER CORPORATION

Date: 02/09/2022

AMY MICHELLE KRITZER MD  
Genetics  
THE CHILDREN'S HOSPITAL CORPORATION  
300 LONGWOOD AVENUE  
BOSTON, MA 02115

This confirms the existence of your insurance coverage as set forth below. Coverage is subject to all the terms, conditions and exclusions of the policy referenced below.

<b>Medical Professional Liability: *</b>	<b>Limits of Liability:</b>
	\$5,000,000.00 each "Claim"
	\$10,000,000.00 annual aggregate each insured person, for all claims made and reported during the "Policy Period"

<b>Policy Number:</b>	CH-CRICO-C-GLPL-1678-2022
<b>Policy Period:</b>	01/01/2022 - 12/31/2022
<b>Physician Specialty:</b>	GENETICS - NO SURGERY (80001)

No person, organization or entity who is insured for liability for injury arising from a "Medical Incident" under any other policy of insurance issued by the "Company" shall be insured under the policy of insurance referenced above. No person, organization or entity is entitled to exceed the "each 'Claim'" or "annual aggregate" Limits of Liability during the "Policy Period" referenced above, regardless of the number of different capacities in which such person, organization or entity might qualify as an "Insured".

Coverage terminates as respects physicians, dentists, and podiatrists at the earlier of:

- The date upon which the individual elects to cancel coverage; or
- The date the individual is removed from the Schedule of Insured Physicians, Dentists, and Podiatrists maintained by the Risk Management Foundation.

### NOTICE

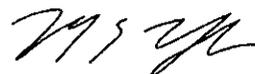
This policy is issued by your risk retention group. Your risk retention group may not be subject to all the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group.

\* LIMITED CLAIMS MADE AND REPORTED POLICY WITH TAIL COVERAGE: This is a limited claims made and reported policy with tail coverage. Please review the policy carefully.

Terms appearing in quotation marks in the Confirmation of Coverage shall have the same meaning as the definition of that term in the policy.

Any request for claim information should be directed to Risk Management Foundation, 1325 Boylston Street, Boston, Massachusetts, 02215, or [underwritingapps@rmf.harvard.edu](mailto:underwritingapps@rmf.harvard.edu).

Controlled Risk Insurance Company of Vermont, Inc.  
(A Risk Retention Group)



Duly Authorized Representative

**The Faculty of Medicine  
Harvard University  
Curriculum Vitae**

**Date Prepared:** November 17, 2021

**Name:** Amy Michelle Kritzer

**Office Address:** Hunnewell 538, 300 Longwood Avenue, Boston, MA 02115

**Home Address:** [REDACTED]

**Work Phone:** 617-355-6394

**Work Email:** [Amy.kritzer@childrens.harvard.edu](mailto:Amy.kritzer@childrens.harvard.edu)

**Place of Birth:** [REDACTED]

**Education:**

09/1994 – 05/1998	BA	Biology	Barnard College, NY, NY
09/1998 – 09/2003	MD	Medicine	Albert Einstein College of Medicine, Bronx, NY

**Postdoctoral Training:**

06/2007 – 06/2008	Transitional Year	Medicine and Pediatrics	MetroWest Medical Center
07/2010 – 06/2013	Resident	Pediatrics	The Floating Hospital for Children, Tufts Medical Center
07/2013 – 06/2015	Fellow	Genetics	Boston Children's Hospital
07/2015 – 06/2016	Fellow	Medical Biochemical Genetics	Boston Children's Hospital

**Faculty Academic Appointments:**

07/2010 – 06/2013	Clinical Instructor	Pediatrics	The Floating Hospital for Children, Tufts Medical Center
07/2016 – 8/2021	Instructor	Pediatrics	Harvard Medical School
07/2018 – present	Instructor	Pediatrics	Geisel School of Medicine at Dartmouth (non-voting)
09/2021- present	Assistant Professor	Pediatrics	Harvard Medical School

**Appointments at Hospitals/Affiliated Institutions:**

07/2016 – present	Attending Physician	Division of Genetics and Genomics	Boston Children's Hospital
11/2016 – present	Consultant	Newborn Medicine	Brigham and Women's Hospital

11/2017– present	Staff Physician	Division of Genetics	Children’s Hospital at Dartmouth Hitchcock
10/2019 – present	Consultant	Neonatology	Beth Israel Deaconess Medical Center
4/2021 - present	Consultant	Pediatrics	Franciscan Children’s

**Other Professional Positions:**

2016 – 2018	Speakers Bureau	Sanofi-Genzyme	2 days per year
2017 – present	Medical Advisory Council	Make-a-Wish of MA and RI	4 days per year
2017 – present	Medical Advisor	Make-a-Wish of MA and RI	2 hours per month
2019 – present	Medical Consultant	New Hampshire Newborn Screening Program	1 hour per month
2020 – present	Scientific Advisory Board	Ultragenyx	3 days per year
2021 – present	Board of Directors	The Genesis Foundation for Children	1 hour per month

**Major Administrative Leadership Positions:**

**Local**

2016 – present	Division of Genetics and Genomics, Physician Lead, Quality Improvement	Boston Children’s Hospital
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**Committee Service:**

**Local**

2016 – present	Advanced Human Genetics Course Steering Committee Member, Division of Genetics and Genomics, Boston Children’s Hospital	Boston Children’s Hospital
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**Regional**

2017 – present	Lysosomal Storage Disease newborn screening workgroup	Massachusetts Newborn Screening Program
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**Professional Societies:**

2010 – present	American Academy of Pediatrics	member
2013 – present	American College of Medical Genetics	member
2015 – present	Society of Inborn Metabolic Disease	member

**Honors and Prizes:**

1998	Howard Hughes Intern	Barnard College	Research
1998	Constance Van Waal Prize	Barnard College	For Excellence in Biology
1998	Barbara Ann Liskin Memorial Prize	Barnard College	For Dedication to Humanistic Care for the Pediatric and Adolescent Populations
1998	Summa Cum Laude	Barnard College	
1998	Phi Beta Kappa	Barnard College	
1999	David E. Rogers Fellowship	New York Academy of Medicine	Research
2003	Degree with Distinction in Child Psychiatry	Albert Einstein College of Medicine	
2015	Fellowship for Biochemical Genetics	Genzyme/American College of Medical Genetics Foundation	Academic Training and Research
2015 – 2018	Scholar Member	BCH Academy	
2018	Quality Improvement Scholar Development Grant	Boston Children's Hospital	Research and leadership training
2018	Best in Care Nomination	Boston Children's Hospital	Clinical care
2019	Excellence in Clinical Teaching Award nomination	BCH Academy	Teaching
2019 – 2020	Intermediate Improvement Science Series	Anderson Center, Cincinnati Children's Hospital	Leadership training course

### **Report of Funded and Unfunded Projects**

#### **Current**

2014 – projected end 2034	Lysosomal Storage Disease Registry Genzyme-Santofi Site PI (\$25,000 per year) Multicenter, longitudinal, observational registry to collect data on patients with Gaucher disease, Fabry disease, Pompe disease and MPS I. Objectives are to enhance the understanding of the variability, progression, and natural history of disease
2016 – projected end 2024	Morquio A Registry Study (MARS) BioMarin Site PI (\$10,000 per year) Multicenter observational Registry for patients diagnosed with MPS IVA. Aims to characterize the spectrum of clinical signs and symptoms of the disease as well as to further characterize the safety profile of Vimizim ERT

2016 – projected end 2022	<p>Hunter Syndrome Outcome Study (HOS)  Shire/Takeda  Site Sub-investigator (\$5,000 per year)  Multicenter observational registry for patients diagnosed with Hunter syndrome (MPS II) who are currently on or have previously been on Elaprase enzyme replacement therapy</p>
2020 – projected end 2029	<p>Lysosomal Acid Lipase Deficiency (LALD) Registry  Alexion  Site Sub-investigator (\$5000 per year)  Multicenter observational registry for patients diagnosed with Lysosomal Acid Lipase deficiency to understand the disease and the long-term effectiveness of therapeutic interventions including sebelipase alfa.</p>

**Training Grants and Mentored Trainee Grants**

2019 – 2020	<p><b>Reducing Time to Diagnosis and Treatment of Lysosomal Storage Diseases Through Automated EMR</b>  Santofi-Genzyme Lysosomal Champion Fellowship  PI  Mentor of Dr. Joshua Baker</p>
2019 – 2020	<p><b>Patterns of Healthcare Utilization in a Pediatric Genetics Population</b>  Capstone Project for Boston University Genetics Counseling Program  Mentor of Anna Nagy</p>
2020 – present	<p><b>Assessing Barriers to Enzyme Replacement Therapy for Lysosomal Storage Disorders at a Single Pediatric Center</b>  Santofi-Genzyme Biochemical Genetics Fellowship  PI  Mentor of Dr. Clara Hildebrandt</p>
2020 - present	<p><b>Understanding the lived experience of individuals with Smith-Lemli-Opitz Syndrome and their families</b>  Capstone Project for Boston University Genetics Counseling Program  Mentor of Riley Schweig</p>

**Report of Local Teaching and Training**

**Formal Teaching of Residents, Clinical Fellows and Research Fellows (post-docs):**

2016	<p>Transport Disorders  Clinical and Research fellows in HMS Genetics Training Program</p>	<p>Brigham and Women’s Hospital  1-hour lecture</p>
2017	<p>Disorders of Cholesterol Biosynthesis  Clinical and Research fellows in HMS Genetics Training Program</p>	<p>Brigham and Women’s Hospital  1-hour lecture</p>

2018	Transport and Cholesterol Disorders Clinical and Research fellows in HMS Genetics Training Program	Brigham and Women's Hospital 1-hour lecture
2019	Mucopolysaccharidosis I: clinical presentation and therapy Clinical fellows	Boston Children's Hospital 1-hour lecture
2020	Disorders of Transport Proteins and Cholesterol synthesis Clinical and Research fellows in HMS Genetics Training Program	Brigham and Women's Hospital 1-hour lecture

**Clinical Supervisory and Training Responsibilities:**

2016 – 2018	Genetics and Metabolism Inpatient Service, Boston Children's Hospital Clinical supervisor Clinical genetics fellows and medical biochemical genetics fellows	8 weeks per year 30 hours per week
2016 – 2018	Genetics and Metabolism Ambulatory Clinic, Boston Children's Hospital Preceptor for medical students, residents and fellows	40 weeks per year 2 hours per week
2018 – present	Genetics and Metabolism Ambulatory Clinic, Boston Children's Hospital Continuity Clinic supervisor Clinical genetics fellows and medical biochemical genetics fellows	46 weeks per year 4 hours per week
2018 – present	Metabolism Inpatient Service, Boston Children's Hospital Clinical supervisor Clinical genetics fellows and medical biochemical genetics fellows	6 weeks per year 30 hours per week
2018 – present	Genetics and Metabolism Ambulatory Clinic, Boston Children's Hospital Preceptor for medical students and residents	40 weeks per year 1 hour per week
2020 – present	Genetics Ambulatory Clinic, Children's Hospital at Dartmouth Hitchcock Observation of Genetic counseling students	20 weeks per year 1 day per week

**Research Supervisory and Training Responsibilities:**

2017 – present	Supervision of clinical 2 <sup>nd</sup> year fellows in quality improvement projects (average 1-2 fellows per year)	Boston Children's Hospital 30-40 hours per year per fellow
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**Mentored Trainees and Faculty:**

2017-2018	Nina Gold, MD Instructor, HMS; Geneticist, Massachusetts General Hospital
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	Career stage: fellowship. Mentoring role: research advisor and clinical supervision. Accomplishments: first-authored scholarship of mentored research
2017-2020	William Brucker, MD, PhD Assistant Professor of Pediatrics, Hasbro Children's Hospital. Career stage: fellow. Mentoring role: QI project supervisor and clinical supervisor. Accomplishments: development of Clinical Contingency plan protocols
2018-2019	Phillip Boone, MD Instructor, HMS; Geneticist, Boston Children's Hospital. Career Stage: fellow. Mentoring role: QI project supervisor. Accomplishments: tracking outcomes of diagnostic case conferences to improve diagnostic yield
2018-2019	Kathryn Leetsma, NP Pediatric Nurse Practitioner Career Stage: fellowship. Mentoring role: clinical supervision. Accomplishments: presentation at WORLD Lysosomal symposium
2018 – present	Joshua Baker, MD Assistant Professor of Pediatrics at Northwestern University Feinberg School of Medicine, Lurie Children's Hospital. Career stage: fellowship. Mentoring role: research advisor and clinical supervisor. Accomplishments: developed new protocols for patients in the Metabolism Clinic, poster presentation at national meeting
2019 – present	Clara Hildebrandt, MD Clinical Genetics Fellowship, to start at the University of North Carolina in July 2021 Career Stage: fellow. Mentoring role: QI project supervisor, Clinical research supervisor. Accomplishments: Development of non-accidental trauma standard operating procedures in conjunction with the Child Protection Team.
2019 – present	Nidhi Shah, MD Clinical Genetics Fellowship, to start at Dartmouth Hitchcock Medical Center in July 2021 Career Stage: Clinical fellow in Genetics. Mentoring role: QI project supervisor. Accomplishments: Implementation of iPASS system for inpatient service sign-out
2020 – present	Hila Romi, MD Career stage: Clinical fellow in Genetics. Mentoring role: QI project supervisor. Accomplishments: new quality improvement protocol on evaluation of positive newborn screening for elevated C4 levels

**Local Invited Presentations:**

- No presentations below were sponsored by 3<sup>rd</sup> parties/outside entities  
 Those presentations below sponsored by outside entities are so noted and the sponsor(s) is (are) identified.

2018	Transforming Care through Quality Improvement Initiatives Precision Medicine Summit, Boston Children's Hospital
2018	Psychosocial Issues in Patients with Inborn Errors of Metabolism Division of Genetics, Massachusetts General Hospital
2019	Care of the acutely ill metabolic patient & hypoglycemia work up Network Emergency Department Lecture Series, Boston Children's Hospital
2019	Transforming Care through Quality Improvement Initiatives Precision Medicine Summit, Boston Children's Hospital

2019	A Rare Fatty Acid Oxidation Disorder and an Innovative Nutrition Intervention Longwood Nutrition Seminar Series, Division of Nutrition at Harvard
2020	Quality Improvement: Tools to Transform Patient Care Division of Genetics and Genomics Scientific Retreat, Boston Children's Hospital
2020	A Rare Fatty Acid Oxidation Disorder and an Innovative Nutrition Intervention GI Grand Rounds, Division of Gastroenterology and Nutrition, Boston Children's Hospital

**Report of Regional, National and International Invited Teaching and Presentations**

- No presentations below were sponsored by 3<sup>rd</sup> parties/outside entities*  
 *Those presentations below sponsored by outside entities are so noted and the sponsor(s) is (are) identified.*

**Regional**

2016	Presentation of inborn errors of metabolism The Floating Hospital for Children, Tufts Medical Center Boston, MA
2016	Metabolic emergencies and therapeutic interventions The Floating Hospital for Children, Tufts Medical Center Boston, MA
2017	Introduction to Lysosomal Storage Disease Brandeis University, Genetic Counselor training program Waltham, MA
2017	Psychiatric Presentations in Genetic and Metabolic Disorders Tufts Medical Center Boston, MA
2018	Introduction to Lysosomal Storage Disease Brandeis University, Genetic Counselor training program Waltham, MA
2019	An Innovative Nutrition Intervention for CACT deficiency New England Consortium of Metabolic Program Boylston, MA
2019	How Newborn Screening Impacts Families The Genesis Foundation Symposium, "Your DNA: A 21st Century Users Guide" Cambridge, MA
2020	Managing GSD Ia with medical and nutritional complexities New England Consortium of Metabolic Programs Virtual

**National**

2019	Using Quality Improvement Tools to Enhance Patient Care and Training in Genetics
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American College of Medical Genetics  
Seattle, WA

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2019	Quality Improvement Research: Advancing Metabolic Care for all of our Patients Society for Inborn Metabolic Disease Bellevue, WA
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**International**

2019	Presentation of Genetic and Metabolic Disorders across the Lifespan Chinese Pediatric Society Xiamen, China
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**Report of Clinical Activities and Innovations**

**Current Licensure and Certification:**

2013 – present	Massachusetts Full License
2013 - present	Certification, American Academy of Pediatrics
2017 – present	New Hampshire Full License
2017 – present	Certification, Clinical Genetics, American Board of Genetics and Genomics
2017 – present	Certification, Medical Biochemical Genetics, American Board of Genetics and Genomics

**Practice Activities:**

2016 – present	Ambulatory Clinic	Division of Genetics and Genomics, Boston Children’s Hospital	2-5 sessions per week
2016 – present	Inpatient Service Consult Attending	Division of Genetics and Genomics, Boston Children’s Hospital	6 weeks per year
2018 – present	Ambulatory Clinic	Division of Genetics, Children’s Hospital at Dartmouth	1-2 sessions per week (through BCH)

## Clinical Innovations:

2019 – 2020	<b>Emergency Use of UX007 (IND)</b> Created compassionate use protocol for use of Triheptanoin as primary therapy with innovative first-time use of skimmed breast milk as primary and preventive therapy for a child with Carnitine Acylcarnitine Translocase Deficiency; published in JIMD Reports
2016 – present	<b>EMR documentation of Critical Contingency Plans at Boston Children's Hospital</b> Creation of EMR embedded emergency plans for patients at risk of acute metabolic decompensation due to inborn errors of metabolism. ED disease specific ordersets for emergency labs were also created to facilitate complete and timely ordering of labs. (Available on internal share drive)
2016 – 2020	<b>Improving Phenylalanine Levels in Patients with PKU: A QI initiative</b> Multiple initiatives to improve care for patients with Phenylketonuria (PKU). Projects focused on creating standardized follow-up tiered by phenylalanine level, increase percentage of patients with follow-up within past year and decreasing time to follow-up in patients with sub-optimal metabolic control.
2018 – 2020	<b>Adapting the iPASS system for subspecialty specific sign-out</b> Modified the iPASS standardized handoff bundle that was created for inpatient services to be used by a subspecialty consultation service.
2020 – present	<b>Improving care for patients with hyperammonemia: A QI initiative</b> Establishing benchmark data on time to medication and diet interventions for patients at risk of severe metabolic decompensation and implementation of care bundles to improve care

## Report of Teaching and Education Innovations

2016 – present	<b>Designed and implemented a QI curriculum for clinical fellows in Genetics</b> Introduced basic principles of QI to fellows. Discussed standard measurement tools in QI and the subset of measurement tools most suitable for QI work in rare disease. Taught fellows how to design surveys and other instruments for obtaining quantitative and qualitative data useful for QI projects. Also, taught fellows how to implement evidence-based QI projects in rare disease, a non-traditional area for QI.
2016 – present	Served as the primary advisor for all QI projects designed and implemented by clinical fellows. This involved a large amount of direct and personalized advising, since all clinical fellows must design and implement a QI project as part of the training program.
2017-2019	Lectured to undergraduate pre-medical students at Tufts University about the patient experience in Genetics and Metabolism, and about connections between basic chemistry and biochemistry and inborn errors of metabolism.
2018 – 2019	Introduced principles of QI and how they can be adapted for rare disease in the Precision Medicine Summit.
2018 – 2019	Lectured to students in Brandeis University's Genetic Counselor program on lysosomal storage diseases.
2018 – present	Revised curriculum for units on inborn errors of metabolism for Advanced Human Genetics course, which serves both clinical and laboratory fellows.
2018 – present	Recruited external speakers for the Advanced Human Genetics course.

2019 – present	Partnered with non-profit organization Rare New England to ensure careers related to Genetics and Metabolism, including Genetic Counseling, Nutrition, and Physician specializing in pediatric genetics and metabolism, were represented. Discussed careers in Genetics and Metabolism with undergraduates and graduate students.
2019	Excellence in Clinical Teaching Award nomination, BCH Academy.
2021	Direct outreach and advising to undergraduate pre-medical students at Tufts University interested in Genetics and Metabolism, focusing on BIPOC and first-generation students.

**Report of Education of Patients and Service to the Community**

- No presentations below were sponsored by 3<sup>rd</sup> parties/outside entities*
- Those presentations below sponsored by outside entities are so noted and the sponsor(s) is (are) identified.*

**Activities**

2019	Biotech Week Boston “Fireside Chat” Selections from Disorder: A Rare Disease Film Festival Sponsored by Takeda
2020	Genesis Foundation for Children Created a video on the importance of connections and care during the pandemic for the Celebration of Care: A virtual spring event Sponsored by The Genesis Foundation for Children

## Report of Scholarship

### Peer-Reviewed Scholarship in print or other media:

#### Research Investigations

1. Hickey CL, Sherman JC, Goldenberg P, **Kritzer A**, Caruso P, Schmahmann JD, Colvin MK. Cerebellar cognitive affective syndrome: insights from Joubert syndrome. *Cerebellum Ataxias*. 2018;5(5). PMID: 29568536.
2. Murry JB, Machini K, Ceyhan-Birsoy O, **Kritzer A**, Krier JB, Lebo MS, Fayer S, Genetti CA, VanNoy GE, Yu TW, Agrawal PB, Parad RB, Holm IA, McGuire AL, Green RC, Beggs AH, Rehm HL. Reconciling newborn screening and a novel splice variant in *BTD* associated with partial biotinidase deficiency: a BabySeq Project case report. *Cold Spring Harb Mol Case Stud*. 2018;4(4):a002873. PMID: 29728376.
3. Gold NB, Blumenthal JA, Wessel AE, Stein DR, Scott A, Fox VL, Turner A, **Kritzer A**, Rajabi F, Peeler K, Tan WH. Acute Pancreatitis in a Patient with Maple Syrup Urine Disease: A Management Paradox. *J Pediatr*. 2018;198:313-316. PMID: 29681447.
4. Mullikin D, Pillai N, Sanchez R, **Kritzer A**, Tal L, Almannai M, Berry GT, Gambello MJ, Li H, Graham B, Srivaths L, Sutton VR, Grimes A. Megaloblastic Anemia Progressing to Severe Thrombotic Microangiopathy in Patients with Disordered Vitamin B<sub>12</sub> Metabolism: Case Reports and Literature Review *J Pediatr*. 2018;202:315-319.E2. PMID: 30057141
5. **Kritzer A**, Siddharth, Leestma K, Bodamer O. Early initiation of enzyme replacement therapy in classical Fabry disease normalizes biomarkers in clinically asymptomatic pediatric patients. *Mol Genet Metab Rep*. 2019;21:100530. PMID: 31660293
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1. Weiner DL and **Kritzer A**. "Reye Syndrome" In *Clinical Infectious Disease 3<sup>rd</sup> edition*, Schlossberg ed. Oxford University Press, NY, NY (2019).
2. **Kritzer A**. Quality improvement: The tools we need to improve care for patients with inborn errors of metabolism. *Mol Genet Metab.* 2020;129(1):1-2. PMID: 31874740.

### Professional Educational Materials or Reports, in print or other media

#### Abstracts, Poster Presentations and Exhibits Presented at Professional Meetings

1. 2016 International Network for Fatty Acid Oxidation Research and Management (INFORM)  
Poster presentation  
The use of massive anabolic therapy to rescue an infant with heart failure and VLCAD deficiency  
**Kritzer A**, Neilan E, O'Donnell A, Wojick M, Rohr R, Tarrant S, Tan WH, Berry G
2. 2016 Society for Inborn Metabolic Disease  
Poster presentation  
The use of pentosane polysulfate as adjunct therapy in Mucopolysaccharidosis I  
**Kritzer A**, Hecht L, Siddharth A, Bodamer O
3. 2018 American College of Medical Genetics

Poster presentation

Rapid turnaround whole exome sequencing for critically ill neonates

Gubbels CS, VanNoy G, Wojcik M, Comrie C, Genetti C, Gold N, Brucker W, Kritzer A, Stoler J, Beggs A, Bodamer O, Juusola J, Agrawal PB, Yu TW

4. 2018 Institute for Healthcare Improvement Scientific Symposium  
Poster presentation  
Creation and Implementation of Critical Contingency Plans for Patients with Inborn Errors of Metabolism  
Lenz C, Brucker W, Kerr J, Banerjee T, Hecht L, Kritzer A
5. 2021 American College of Medical Genetics Virtual meeting  
Post presentation  
Patterns of Healthcare Utilization in a Pediatric Genetic Cohort  
Nagy A, Dies K, Brewster S, and Kritzer A,
6. 2021 American College of Medical Genetics Virtual meeting  
Poster presentation  
Standard Operating Procedure for Genetic and Metabolic Consults for Possible Non-Accidental Trauma  
Hildebrandt C, Wilson, C and Kritzer A

## **Narrative**

I have trained in Pediatrics, Clinical Genetics and Medical Biochemical Genetics. I took several extended maternity leaves in medical school and before pediatrics residency. I have been working full-time since 2008 when I entered residency. I have focused my career on innovative approaches to rare inborn errors of metabolism and developing a curriculum on quality improvement in genetics. My Area of Excellence is Clinical Expertise and Innovation. I spend 75% of my time on clinical care, 20% on quality improvement and 5% on teaching.

### **Area of Excellence: Clinical Expertise and Innovation**

I have focused much of my career on caring for children with complex medical needs. Inborn errors of Metabolism (IEMs) are disorders where the body lacks a key component that results in dysfunction of biochemical pathways. I am a leading clinical expert in several IEMs and in the development of individualized care protocols. Smith-Lemli-Opitz syndrome (SLOS), is a disorder where the body lacks the ability to make cholesterol. I manage one of the largest patient cohorts in the country which provides me a deep appreciation not only of the complex medical management of these patients, but of their unique developmental and psychosocial needs. In addition, I also serve as the co-director of the Boston Children's Lysosomal Storage Disorder Program (BOLD). In lysosomal storage disorders, the gradual build-up of large molecules results in a cascade of medical complications. One example of our individualized protocols showed that by initiating enzyme replacement therapy for young children with Fabry disease you could achieve normalization of biomarkers (Kritzer et al. Mol Genet Metab Rep. 2019). Additionally, one of my proudest clinical innovations involved the care of a newborn with Carnitine Acylcarnitine Translocase deficiency. In this condition there is both a build-up of toxic precursors and a severe cellular energy deficit. My expertise in this disorder allowed me to recognize the urgency of the situation and the potential limitations of existing therapies, which had previously resulted in a mortality rate of >50% in the first year of life. I developed a compassionate use protocol for an experimental medication that had never been used prophylactically in a neonate and worked with lactation consultants to develop a novel feeding regime for administering this medication in skimmed breast milk. Neither of these innovations had been tried before in disorders of fatty acid oxidation. This protocol has allowed this child to thrive with no disease-related complications or hospitalizations, and completely normal growth and development (Kritzer et al. JIMD Reports July 2020). This publication has garnered significant interest and was featured in a podcast highlighting the best articles from JIMD Reports.

The need for innovation in the clinical practice of genetics has led me to take on the leadership role for quality improvement within my division. In this role I create interventions to address issues of patient safety. One impactful project has been our Critical Contingency Plans. These plans provide guidance for the initial management of patients with IEMs when they present for emergency care. Individualized by disease, there are now 15 separate disease specific plans. Other projects include adapting the iPASS patient handoff bundle for use by a subspecialty consult service, database development for tracking inpatient consultation and tracking lab follow-up, and improving follow-up metrics for patients with Phenylketonuria (PKU). QI work in the field of genetics is rare and I have established myself as a national leader by presenting at national conferences, being a recipient of the inaugural Department of Pediatrics Quality Scholars Program grant and completing one of the foremost selective QI training programs in the country at The Anderson Center at Cincinnati Children's Hospital.

### **Teaching and Educational Leadership**

I provide clinical training for Boston Children's Hospital residents and fellows and Harvard Medical School students in both the outpatient clinic and inpatient consult service. Additionally, I have developed a QI training program for our clinical fellows, which results in a mentored QI project. I provide mentorship to my clinical colleagues in the development of standard of care protocols and in critically evaluating patient safety events. I spend over 250 hours per year in teaching and training activities.

In summary, I have dedicated my career to caring for children with rare disease and their families. By focusing on innovative care plans for both individualized patients as well as larger patient groups, I have been able to improve the culture of safety while also enhancing patient care and experience.

73 mac



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

Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

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

May 29, 2019

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health, to enter into an agreement with Dr. Amy Kritzer, 80 Pine Trail, Groton, MA 01450 (Vendor # TBD) to provide specialty physician consulting services to the Newborn Screening Program, in an amount not to exceed \$54,000, effective July 1, 2019 or upon date of Governor and Executive Council approval, whichever is later, through June 30, 2022. 100% Other Funds.

Funds are anticipated to be available in State Fiscal Years 2020, 2021, and 2022, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust encumbrances between state fiscal years through the Budget Office, if needed and justified.

**05-95-90-902010-5240 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, NEWBORN SCREENING REVOLVING FUND**

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2020	046-500462	Med Consultants-Non-Benefit	90080013	\$18,000
2021	046-500462	Med Consultants-Non-Benefit	90080013	\$18,000
2022	046-500462	Med Consultants-Non-Benefit	90080013	\$18,000
			<b>Total</b>	<b>\$54,000</b>

**EXPLANATION**

The purpose of this request is to ensure specialty physician consultant services are available to the Department's Newborn Screening Program (NBS) and the New Hampshire medical community on a case-by-case, as needed basis. The Department and the medical community need specialty physician consultant services when newborn screenings indicate clinically significant abnormal screening results that require specific and prompt medical follow-

up and treatment.

The Department cannot determine how many individuals will be impacted by contracted services because the number of newborn screenings that will have clinically significant abnormal screening results is unknown. However, the Department estimates around twenty-five newborns per year will received services under this contract.

Newborn screening programs nationwide screen newborns for potentially life threatening, complicated medical disorders through blood tests shortly after birth. These screening programs have become increasingly complex since the 1960's when screening for one disorder, Phenylketonuria, first began. Advancing science and technology has made it possible to screen for many more disorders using the same blood sample. NBS has added twenty metabolic disorders to the screening panel since 2007, all of which are rare. Pediatricians and General Practice physicians are often unfamiliar with these rare metabolic disorders, and rely on the expertise of the special medical consultant for direction and support in handling cases in which screening has shown clinically significant abnormal results in a timely and effective manner.

The need for these services remains critical in order to prevent unnecessary death and illness among newborns identified with these rare conditions. The condition or illness must be identified in order that appropriate medical action be taken, prior to clinical symptoms materializing.

Currently, there is no pediatric metabolic specialist employed by the Department as there are few medical sub-specialists experienced in the treatment of these rare metabolic conditions.

The Department will monitor the following to measure the effectiveness of the contract:

- Availability of the consultant for NBS Program and NH medical providers through number of consultations provided.
- Periodic reviews of expanded screenings and condition-specific standards.
- Attendance of Newborn Screening Advisory Committee Meetings.

The Department selected Dr. Kritzner for this project through a competitive application process. The Department posted a Request for Applications on the Department of Health and Human Services website from February 11, 2019 through March 13, 2019, and received one application. A team of individuals with program specific knowledge reviewed and scored the application. The review included a thorough discussion of the strengths and weaknesses of the application.

As referenced in Exhibit C-1 of this contract, the parties reserve the right to extend the agreement for up to three (3) additional years after the initial contract term, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

Should the Governor and Executive Council not authorize this request the Department will not have access to specialty physician consultation services that are needed when newborn screenings indicate clinically significant abnormal results that require specific and prompt

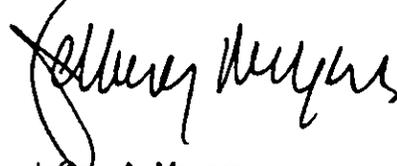
medical attention.

Area served: Statewide.

Source of Funds: 100% Other Funds, Newborn Screening Revolving Fund.

The Department will not request General Funds to support this program in the event the Other Funds become no longer available.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jeffrey Meyers", written over a large, stylized circular flourish.

Jeffrey A. Meyers  
Commissioner



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

**Newborn Screening Physician  
Consultant**

**RFA-2020-DPHS-01-NEWBO**

**RFA Name**

**RFA Number**

**Reviewer Names**

**Bidder Name**

- 1. Amy Kritzer, MD
- 2. 0
- 3. 0
- 4. 0
- 5. 0
- 6. 0
- 7. 0

Pass/Fail	Maximum Points	Actual Points
	200	200
	200	0
	200	0
	200	0
	200	0
	200	0
	200	0

- 1. Ellen Chase-Lucard, Finance Manager
- 2. Rhonda Siegel, Administrator, Maternal & Child Health
- 3. Linda Kincaid, Newborn Screening Coordinator, Maternal & Child Health
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_
- 7. \_\_\_\_\_
- 8. \_\_\_\_\_
- 9. \_\_\_\_\_

Subject: Newborn Screening Physician Consultant

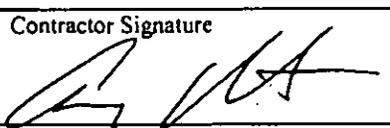
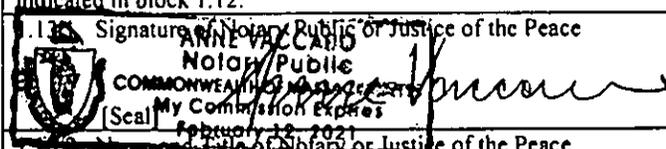
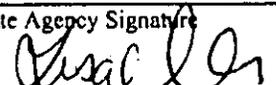
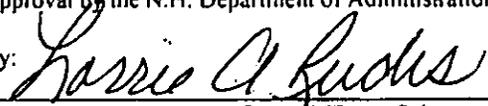
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Amy Kritzer		1.4 Contractor Address 80 Pine Trail Groton, MA 01450	
1.5 Contractor Phone Number 617.355.6573	1.6 Account Number 05-95-90-902010-5240	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$54,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Amy Kritzer, MD Attending Physician, Division of Genetics and Genomics Boston Children's Hospital	
1.13 Acknowledgement: State of <u>Massachusetts</u> County of <u>Suffolk</u> On <u>May 2, 2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13a Signature of Notary Public or Justice of the Peace 			
1.13b Name and Title of Notary or Justice of the Peace Anne Vaccaro			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory LISA MORRIS DIRECTOR DPHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On: <u>5/31/19</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/4/19</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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



## Scope of Services

### 1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.
- 1.4. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.0. et seq.

### 2. Scope of Services

- 2.1. The selected Vendor must provide consultation services to the New Hampshire Newborn Screening Program (NSP), the NSP's screening laboratory, and New Hampshire medical community on the diagnosis and management of clinically significant screening results, including, but not limited to:
  - 2.1.1. Being available by phone or other means Monday through Friday, from 8:00 AM to 4:30 PM EST, to provide consultation related to clinically significant screening results;
  - 2.1.2. Assisting in the verification of medical consulting services delivered by completing a Department medical consultation encounter form for each consultation within thirty (30) days of the consultation;
  - 2.1.3. Participating in a periodic review of expanded screening in conjunction with the staff of the NSP, the screening laboratory, and the Newborn Screening Advisory Committee, as requested;
  - 2.1.4. Assisting in the development and review of condition-specific standards and protocols to guide the daily operations of the NSP, as requested;
  - 2.1.5. Advising the NSP staff of medical developments pertaining to newborn screening program operations; and
  - 2.1.6. Attending Newborn Screening Advisory Committee meetings, as needed.

## BCH Mandatory Uniform Consulting Terms

### 1. Mandatory and Superseding Nature of these Terms

These terms must be attached to and incorporated into any personal Consulting Agreement that involves services by any member of the medical or research staff, or any officer or employee, of Boston Children's Hospital or its supporting affiliated foundations (collectively referred to as "BCH"). They apply regardless of the nature of the consulting services, and regardless of the corporate or other nature of the other party to the consulting agreement. They are incorporated in and enforceable as a term and condition of the Consulting Agreement; supersede any conflicting provisions; and may not be limited, amended or superseded by any other agreement. They are not negotiable.

### 2. Definitions

- (a) Consultant: the BCH staff member, officer or employee who is a party to the consulting agreement.
- (b) Consulting Agreement: the set of agreements, oral and written, that together comprise the complete set of rights and obligations between the Consultant and the Company.
- (c) Company: the party or parties retaining the Consultant, and any other third party referred to in the Consulting Agreement as the recipient of Consultant services or legal obligations.
- (d) Services: the services included within the Consulting Agreement.
- (e) HMS: Harvard Medical School.
- (f) Scope of BCH Activities: (1) any activities undertaken by Consultant at BCH or using BCH resources (excluding de minimis uses of BCH computer resources, e-mail, calendaring, and telephone); and (2) any activities described within the professional role of the Consultant at BCH, or by BCH, its departments or divisions, as reflected in (i) activities actually or historically undertaken by Consultant at their request or direction or on their behalf; (ii) obligations, whether or not currently undertaken, under directives and assignments of the pertinent chief, the terms of appointment, the Consultant's job description, sponsored research agreements, customary responsibilities, and other indicators of expectations for the scope of Consultant's BCH or HMS role.
- (g) BCH and HMS Policies: Policies of BCH, its departments and divisions, and of HMS if Consultant is a member of the HMS faculty, concerning ethical conduct, conflicts of interest, intellectual property, confidentiality, compliance with federal and state laws, regulations and policies, and any other matter relating to the Consultant's appointment or employment.

### 3. Supremacy of Consultant's BCH and HMS Obligations

Company acknowledges that Consultant has pre-existing and on-going obligations to HMS, BCH, and the sponsors of research at BCH (including obligations under BCH and HMS Policies, grants, contracts, collaborative agreements, and a "participation agreement" assigning to BCH all inventions within the Scope of BCH Activities). In order to enter into this Consulting Agreement, Company therefore acknowledges and agrees that in the event that any conflict should arise between the Consulting Agreement and Consultant's obligations to HMS, BCH or sponsors of research at BCH, Consultant shall

necessarily notify BCH immediately, and that Consultant's obligations to BCH, HMS and sponsors of research at BCH shall take precedence over the terms of the Consulting Agreement. Without limiting the foregoing, Company shall have no rights in any publication, invention, discovery, improvement, or other intellectual property whatsoever, whether or not publishable, patentable, or copyrightable, developed by Consultant *in whole or in part* within the Scope of BCH Activities, even if arising in part from Services. It is understood that the Scope of BCH Activities may change from time to time, and the Consulting Agreement may not restrict such changes. Services shall exclude disclosure of information derived from the Scope of BCH Activities of Consultant, and information that is confidential under BCH and HMS Policy. Services for the Company shall consist only of the exchange of ideas and provision of advice. Consultant shall not conduct research for or on behalf of the Company, act as a Company executive, or take a position with Company that entails fiduciary obligations to Company in conflict with primary obligations to BCH.

#### 4. Assignment of Consultant Intellectual Property

Subject to the terms of paragraph 3, above, it is the Consultant's own choice whether to assign, or to decline to assign, to the Company any right, title and interest the Consultant may have in any invention, discovery, improvement, or other intellectual property that Consultant develops in the course of and arising from Consultant performing Services for the Company under the Consulting Agreement.

#### 5. Confidentiality and Disclosure

The Consulting Agreement shall not restrict the Consultant from disclosing to BCH, Consultant's department or division chief, and other staff or employees of BCH to whom disclosure of Consulting Agreements is required, any aspect of the Consulting Agreement, including an un-redacted copy of the Consulting Agreement, compensation and reimbursement paid to Consultant in any form, the nature of Services actually provided, and, for purposes of assessing compliance with paragraph 3 herein, any intellectual property disclosed by Consultant to Company. BCH, and all BCH staff and employees to whom it is disclosed, shall treat such information as confidential business information under BCH policies.

#### 6. No Consultant Warranties

Any provision of the Consulting Agreement purporting to impose a warranty obligation on Consultant is superseded and void. Without limiting the foregoing: Consultant shall use reasonable efforts not to use any facilities, funds, or equipment owned or administered by BCH in the performance of the Services. Any provision of the Consultant Agreement which imposes a higher obligation is void and superseded by this provision.

#### 7. Non-Competition

Company and Consultant may agree on provisions which restrict Consultant from soliciting Company's employees to become Consultant employees. However, any provision requiring Consultant to refrain from entering into agreements with competing organizations, to the extent it relates to or overlaps the present or future Scope of BCH Activities, is void.

#### 8. Use of Names, Depictions and Logos

Company shall not use Consultant's name or depiction, or the name, logos, trademarks, or depictions of BCH, HMS, or any officer, director, employee, appointee, medical staff member or employee of either, or any adaptation thereof, in any promotional, advertising or marketing literature, or in any other way

without the prior written consent of BCH, the individual, or HMS, as appropriate, provided however that in neutral circumstances that do not imply endorsement or advocacy, or otherwise misrepresent the terms of the Consulting Agreement or Consultant's role, Company may accurately state that Consultant is a consultant to Company, and list his or her professional degrees and titles.

9. Consultant's Personal Activity

Each party to the Consulting Agreement acknowledges that Consultant is entering into the Agreement, and providing Services, in the Consultant's personal capacity and not as an employee or agent of BCH; BCH is not a party to the Consulting Agreement and has no liability or obligation thereunder except as its own policies create an obligation of confidentiality as described in paragraph 5; and BCH is an intended, third-party beneficiary of this Agreement, and certain provisions of this Agreement are for the benefit of BCH and are enforceable by BCH in its own name.

10. Termination

In addition to any provision for termination, the Consulting Agreement shall be terminable without cause on thirty days' notice at the request of the BCH Office of General Counsel, operating on the request of the Consultant's department or division chief or supervisor.



**Exhibit B**

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
  - 1.1. This Agreement is funded with Other funds.
  - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
2. Payment for said services shall be made monthly as follows:
  - 2.1. Payment shall be on an hourly reimbursement rate \$300 per hour, inclusive of travel, for actual hours worked. The Contractor shall be paid for only the total number of hours actually worked.
  - 2.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services.
  - 2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. The Contractor will keep detailed records of their activities related to DHHS-funded programs and services.
  - 2.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
  - 2.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [DPHScontractbilling@dhhs.nh.gov](mailto:DPHScontractbilling@dhhs.nh.gov), or invoices may be mailed to:  

Financial Administrator  
Department of Health and Human Services  
Division of Public Health Services  
29 Hazen Drive  
Concord, NH 03301
  - 2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
3. 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.



**SPECIAL PROVISIONS**

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

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

Exhibit C – Special Provisions

Contractor Initials AA

Date 5/2/19



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

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

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

New Hampshire Department of Health and Human Services  
Exhibit C



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

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



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

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

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

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

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

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

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

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

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



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

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

**20. Contract Definitions:**

- 20.1. **COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.
- 20.4. **UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.
- 20.5. **FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

AK

5/2/19



REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

1.2. Section 10, Termination, is amended by adding the following language:

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

1.3. Section 14, Insurance, 14.1.1, is replaced as follows:

14.1.1 comprehensive professional liability insurance in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

1.4. Section 14, Insurance, 14.1.2, is deleted in its entirety.

1.5. Section 14, Insurance, 14.2, is deleted in its entirety.



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**2. Renewal**

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



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

AK

5/2/19

New Hampshire Department of Health and Human Services  
Exhibit D



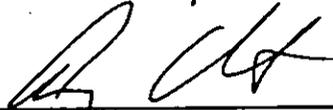
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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

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

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

Contractor Name: Amy Kritzer

Date 5/2/19

  
Name: Amy Kritzer  
Title: MD

Contractor Initials AK  
Date 5/2/19



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

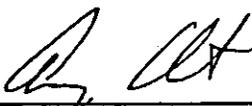
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Contractor Name:

5/2/19  
Date

  
\_\_\_\_\_  
Name: Amy Kritzer  
Title: MD



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name:

Date 5/2/19

  
Name: Amy Kritzer  
Title: MD



**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

AK

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:

5/2/19  
Date

  
Name: Amy Kritzer  
Title: MD

Exhibit G

Contractor Initials AK

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

Date 5/2/19



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:

5/2/19  
Date

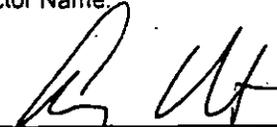
  
Name: Amy Kritzer  
Title: MD



Exhibit I

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

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

(1) **Definitions.**

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

AK

5/2/19



Exhibit I

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

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

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



Exhibit I

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

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

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

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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



Exhibit I

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

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

Department of Health and Human Services

The State

*[Handwritten Signature]*

Signature of Authorized Representative

LISA MORRIS

Name of Authorized Representative

DIRECTOR DPHS

Title of Authorized Representative

5/28/19

Date

Amy Kotzer

Name of the Contractor

*[Handwritten Signature]*

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

5/2/19

Date

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5/2/19



**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.

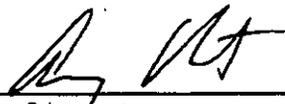
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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:

5/2/19  
Date

  
Name: Amy Kritzer  
Title: MD



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

\_\_\_\_\_ NO                      \_\_\_\_\_ YES

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

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

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

\_\_\_\_\_ NO                      \_\_\_\_\_ YES

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

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

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

Name: _____	Amount: _____

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

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

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

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

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

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



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

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

## II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

#### A. Retention

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



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit; or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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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/doiit/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.

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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

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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

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5/2/19