



Lori A. Weaver  
Interim Commissioner

Patricia M. Tilley  
Director

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

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

January 4, 2023

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **Sole Source** amendment to an existing contract with Lamprey Health Care, Inc. (VC#177677), Raymond, New Hampshire, to continue implementing the New Hampshire Healthcare Workforce Pathways project and providing culturally effective organization trainings statewide, by exercising a renewal option by extending the completion date from May 31, 2023 to May 31, 2024, effective upon Governor and Council approval, with no change to the price limitation of \$527,930. 100% Federal Funds.

The original contract was approved by Governor and Council on December 8, 2021, item #11.

**EXPLANATION**

This request is **Sole Source** because MOP 150 requires all amendments to agreements previously approved as sole source to be subsequently identified as sole source. The Contractor operates the Southern New Hampshire Area Health Education Center, which is the only identified New Hampshire-based program that focuses on promoting health careers to New Hampshire residents, with an emphasis on minority, disadvantaged populations, and rural communities and offers culturally effective organization trainings. The Contractor is therefore uniquely qualified to address health care workforce shortages and disparities among populations who are at high risk of COVID-19.

The purpose of this request is to continue increasing the healthcare workforce statewide and to continue providing support to New Hampshire-based organizations serving disparate populations impacted by COVID-19. The Contractor, through its Southern New Hampshire Area Health Education Center, will continue supporting local organizations by creating a healthcare pathway pipeline program to expand the healthcare workforce by engaging employers and educational institutions to promote career pathways, increase awareness of healthcare career opportunities to school-aged youth, and manage an initiative to recruit and train licensed nursing assistants (LNAs) to work in NH. In addition, the Contractor will continue training and supporting local organizations to be culturally effective in accordance with best practices and applicable laws. The New Hampshire-based organizations will continue to be trained in implementing a range of practices to keep pace with a diverse client/patient population and workforce. These practices have the potential to improve quality of care, enhance client/patient safety and satisfaction, and reduce health disparities. Through this training, New Hampshire-based organizations will continue to retain a competitive edge in the marketplace, as the trainings will enable them to meet legal, regulatory, and accreditation mandates, cultivate a stable and engaged workforce, and improve the services provided to these populations.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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The Department will continue to monitor services by ensuring the Contractor:

- Completes an annual analysis that identifies regional healthcare workforce barriers.
- Trains 700 individuals to complete the LNA course, obtain licensure, and begin employment in New Hampshire.
- Conducts a Culturally Effective Organizations Framework Learning Forum annually.
- Provides 15 hours of training and technical assistance annually to eight to ten (8-10) New Hampshire-based organizations.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions of the original agreement, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the two (2) years available.

Should the Governor and Council not authorize this request, expansion of the healthcare workforce and programming intended to build capacity of New Hampshire organizations and services for COVID-19 impacted populations may not be achievable, which would negatively impact the physical and mental well-being of these underserved populations.

Area served: Statewide

Respectfully submitted,

  
Lori A. Weaver  
Interim Commissioner

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

This Amendment to the Health Disparities Reduction Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Lamprey Health Care, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 8, 2021 (Item #11), 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 17, and Exhibit A, Revisions to Standard Agreement Provisions, Paragraph 1.1., 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 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:  
May 31, 2024
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Robert W. Moore, Director.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

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

State of New Hampshire  
Department of Health and Human Services

1/6/2023

Date

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

Lamprey Health Care, Inc.

1/5/2023

Date

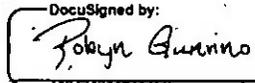
DocuSigned by:  
*Gregory White*  
Name: Gregory White  
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

1/6/2023

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:

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that LAMPREY HEALTH CARE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 16, 1971. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 66382

Certificate Number : 0005770882



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 29th day of April A.D. 2022.

A handwritten signature in black ink, appearing to read "D. Scanlan".

David M. Scanlan  
Secretary of State

**CERTIFICATE OF AUTHORITY**

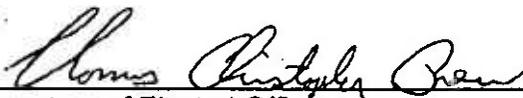
I, Thomas Christopher Drew, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of Lamprey Health Care, Inc.
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March 25, 2020, at which a quorum of the Directors/shareholders were present and voting.

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

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

Dated: January 5, 2023



Signature of Elected Officer

Name: Thomas Christopher Drew

Title: Treasurer, Board of Director, Lamprey Health Care



# LAMPREY HEALTH CARE

Where Excellence and Caring go Hand in Hand

## Our Mission

**The mission of Lamprey Health Care is to provide high quality primary medical care and health related services, with an emphasis on prevention and lifestyle management, to all individuals regardless of ability to pay.**

- We seek to be a leader in providing access to medical and health services that improve the health status of the individuals and families in the communities we serve.
- Our mission is to remove barriers that prevent access to care; we strive to eliminate such barriers as language, cultural stereotyping, finances and/or lack of transportation.
- Lamprey Health Care's commitment to the community extends to providing and/or coordinating access to a full range of comprehensive services.
- Lamprey Health Care is committed to achieving the highest level of patient satisfaction through a personal and caring approach and exceeding standards of excellence in quality and service.

## Our Vision

- We will be the outstanding primary care choice for our patients, our communities and our service area, and the standard by which others are judged.
- We will continue as pacesetter in the use of new knowledge for lifestyle improvement, quality of life.
- We will be a center of excellence in service, quality and teaching.
- We will be part of an integrated system of care to ensure access to medical care for all individuals and families in our communities.
- We will be an innovator to foster development of the best primary care practices, adoption of the tools of technology and teaching.
- We will establish partnerships, linkages, networks and referrals with other organizations to provide access to a full range of services to meet our communities' needs.

## Our Values

- We exist to serve the needs of our patients.
- We value a positive caring approach in delivering patient services.
- We are committed to improving the health and total well-being of our communities.
- We are committed to being proactive in identifying and meeting our communities' health care needs.
- We provide a supportive environment for the professional and personal growth, and healthy lifestyles of our employees.
- We provide an atmosphere of learning and growth for both patients and employees as well as for those seeking training in primary care.
- We succeed by utilizing a team approach that values a positive, constructive commitment to Lamprey Health Care's mission.

Affirmed 11/16/2022



LAMPREY  
HEALTH CARE

Where Excellence and Caring go Hand in Hand

CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

September 30, 2021 and 2020

With Independent Auditor's Report





## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc.

We have audited the accompanying consolidated financial statements of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc., which comprise the consolidated balance sheets as of September 30, 2021 and 2020, and the related consolidated statements of operations, functional expenses, changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements.

### **Management's Responsibility for the Consolidated Financial Statements**

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

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

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

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

Board of Directors

Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc.

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### Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc. as of September 30, 2021 and 2020, and the results of their operations, changes in their net assets and their cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

### Change in Accounting Principle

As discussed in Note 1 to the consolidated financial statements, during the year ended September 30, 2021, Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc. adopted new accounting guidance, Financial Accounting Standards Board Accounting Standards Update No. 2014-09, *Revenue from Contracts with Customers* (Topic 606), and related guidance. Our opinion is not modified with respect to this matter.

### Other Matter

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying consolidating balance sheets as of September 30, 2021 and 2020, and the related consolidating statements of operations and changes in net assets for the years then ended, are presented for purposes of additional analysis rather than to present the financial position, results of operations and changes in net assets of the individual entities, and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

*Berry Dunn McNeil & Parker, LLC*

Portland, Maine  
January 26, 2022

## LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

## Consolidated Balance Sheets

September 30, 2021 and 2020

## ASSETS

	<u>2021</u>	<u>2020</u>
Current assets		
Cash and cash equivalents	\$ 3,777,557	\$ 3,504,514
Patient accounts receivable	1,389,692	1,396,652
Grants receivable	724,399	658,568
Other receivables	137,513	130,004
Inventory	177,384	129,591
Other current assets	<u>262,941</u>	<u>147,799</u>
Total current assets	6,469,486	5,967,128
Assets limited as to use	4,003,423	2,953,580
Property and equipment, net	<u>7,507,299</u>	<u>7,795,861</u>
Total assets	<u>\$17,980,208</u>	<u>\$16,716,569</u>

## LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	\$ 540,324	\$ 578,888
Accrued payroll and related expenses	1,306,202	1,322,364
Due to third party payers	241,394	119,639
Deferred revenue	423,922	72,421
Provider Relief Fund refundable advance		196,549
COVID-19 Emergency Healthcare System Relief Fund refundable advance	-	250,000
Current maturities of long-term debt	<u>90,068</u>	<u>88,027</u>
Total current liabilities	2,601,910	2,627,888
Long-term debt, less current maturities	2,749,747	2,821,023
Fair value of interest rate swaps	<u>67,441</u>	<u>217,657</u>
Total liabilities	<u>5,419,098</u>	<u>5,666,568</u>
Net assets		
Without donor restrictions	11,947,776	10,579,230
With donor restrictions	<u>613,334</u>	<u>470,771</u>
Total net assets	<u>12,561,110</u>	<u>11,050,001</u>
Total liabilities and net assets	<u>\$17,980,208</u>	<u>\$16,716,569</u>

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

## LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

## Consolidated Statements of Operations

Years Ended September 30, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Operating revenue		
Net patient service revenue	\$10,386,518	\$ 9,708,842
Rental income	181,128	176,353
Grants, contracts and contributions	8,644,519	5,663,601
Paycheck Protection Program	-	2,152,212
Other operating revenue	634,309	410,309
Net assets released from restriction for operations	<u>364,248</u>	<u>242,945</u>
Total operating revenue	<u>20,210,722</u>	<u>18,354,262</u>
Operating expenses		
Salaries and wages	11,309,801	11,106,208
Employee benefits	2,258,427	2,096,040
Supplies	954,094	747,665
Purchased services	2,504,470	1,691,285
Facilities	667,034	574,422
Other operating expenses	860,344	474,659
Insurance	140,849	140,572
Depreciation	476,470	462,768
Interest	<u>102,602</u>	<u>111,808</u>
Total operating expenses	<u>19,274,091</u>	<u>17,405,427</u>
Excess of revenue over expenses	936,631	948,835
Change in fair value of interest rate swaps	150,216	(231,169)
Grants for capital acquisition	216,414	-
Net assets released from restriction for capital acquisition	<u>65,285</u>	<u>129,356</u>
Increase in net assets without donor restrictions	<u>\$ 1,368,546</u>	<u>\$ 847,022</u>

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

## LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

## Consolidated Statement of Functional Expenses

Year Ended September 30, 2021

	Healthcare Services	AHEC/PHN	Total Program Services	Administration and Support Services	Total
Salaries and wages	\$ 9,107,974	\$ 453,641	\$ 9,561,615	\$ 1,748,186	\$ 11,309,801
Employee benefits	1,627,746	83,428	1,711,174	547,253	2,258,427
Supplies	924,304	6,075	930,379	23,715	954,094
Purchased services	1,062,898	418,398	1,481,296	1,023,174	2,504,470
Facilities	475,941	26,042	501,983	165,051	667,034
Other	379,745	57,277	437,022	423,322	860,344
Insurance	-	-	-	140,849	140,849
Depreciation	-	-	-	476,470	476,470
Interest	-	-	-	102,602	102,602
Allocated program support	<u>1,373,345</u>	<u>93,217</u>	<u>1,466,562</u>	<u>(1,466,562)</u>	<u>-</u>
Total	<u>\$ 14,951,953</u>	<u>\$ 1,138,078</u>	<u>\$ 16,090,031</u>	<u>\$ 3,184,060</u>	<u>\$ 19,274,091</u>

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

## LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

## Consolidated Statement of Functional Expenses

Year Ended September 30, 2020

	Healthcare Services	AHEC/PHN	Transportation	Total Program Services	Administration and Support Services	Total
Salaries and wages	\$ 8,372,143	\$ 498,707	\$ 69,857	\$ 8,940,707	\$ 2,165,501	\$ 11,106,208
Employee benefits	1,567,514	93,157	12,726	1,673,397	422,643	2,096,040
Supplies	708,447	7,255	-	715,702	31,963	747,665
Purchased services	879,416	114,614	-	994,030	697,255	1,691,285
Facilities	23,488	402	8,652	32,542	541,880	574,422
Other	166,743	61,261	-	228,004	246,655	474,659
Insurance	-	-	7,673	7,673	132,899	140,572
Depreciation	-	-	26,400	26,400	436,368	462,768
Interest	-	-	-	-	111,808	111,808
Allocated program support	754,724	74,216	14,538	843,478	(843,478)	-
Allocated occupancy costs	817,796	35,153	4,641	857,590	(857,590)	-
Total	<u>\$ 13,290,271</u>	<u>\$ 884,765</u>	<u>\$ 144,487</u>	<u>\$ 14,319,523</u>	<u>\$ 3,085,904</u>	<u>\$ 17,405,427</u>

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

**LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.****Consolidated Statements of Changes in Net Assets****Years Ended September 30, 2021 and 2020**

	<u>2021</u>	<u>2020</u>
Net assets without donor restrictions		
Excess of revenue over expenses	\$ 936,631	\$ 948,835
Change in fair value of interest rate swaps	150,216	(231,169)
Grants for capital acquisition	216,414	-
Net assets released from restriction for capital acquisition	<u>65,285</u>	<u>129,356</u>
Increase in net assets without donor restrictions	<u>1,368,546</u>	<u>847,022</u>
Net assets with donor restrictions		
Contributions	572,096	224,245
Grants for capital acquisition	-	82,721
Net assets released from restriction for operations	(364,248)	(242,945)
Net assets released from restriction for capital acquisition	<u>(65,285)</u>	<u>(129,356)</u>
Increase (decrease) in net assets with donor restrictions	<u>142,563</u>	<u>(65,335)</u>
Change in net assets	1,511,109	781,687
Net assets, beginning of year	<u>11,050,001</u>	<u>10,268,314</u>
Net assets, end of year	<u>\$12,561,110</u>	<u>\$11,050,001</u>

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

## LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

## Consolidated Statements of Cash Flows

Years Ended September 30, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Cash flows from operating activities		
Change in net assets	\$ 1,511,109	\$ 781,687
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	476,470	462,768
Equity in earnings of limited liability company	-	6,877
Change in fair value of interest rate swaps	(150,216)	231,169
Grants for capital acquisition	(216,414)	(82,721)
(Increase) decrease in the following assets:		
Patient accounts receivable	6,960	(39,883)
Grants receivable	(65,831)	(205,857)
Other receivable	(7,509)	106,794
Inventory	(47,793)	(48,107)
Other current assets	(115,142)	(69,394)
(Decrease) increase in the following liabilities:		
Accounts payable and accrued expenses	80,263	(3,984)
Accrued payroll and related expenses	(16,162)	361,340
Due to third-party payers	121,755	-
Deferred revenue	351,501	(12,997)
Provider Relief Fund refundable advance	(196,549)	196,549
COVID-19 Emergency Healthcare System Relief Fund refundable advance	<u>(250,000)</u>	<u>250,000</u>
Net cash provided by operating activities	<u>1,482,442</u>	<u>1,934,241</u>
Cash flows from investing activities		
Equity distribution from limited liability company	-	12,224
Capital acquisitions	<u>(306,735)</u>	<u>(708,997)</u>
Net cash used by investing activities	<u>(306,735)</u>	<u>(696,773)</u>
Cash flows from financing activities		
Grants for capital acquisition	216,414	82,721
Proceeds from issuance of long-term debt	-	2,100,000
Principal payments on long-term debt	<u>(69,235)</u>	<u>(1,328,216)</u>
Net cash (used) provided by financing activities	<u>147,179</u>	<u>854,505</u>
Net increase in cash and cash equivalents and restricted cash	1,322,886	2,091,973
Cash and cash equivalents and restricted cash, beginning of year	<u>6,458,094</u>	<u>4,366,121</u>
Cash and cash equivalents and restricted cash, end of year	<u>\$ 7,780,980</u>	<u>\$ 6,458,094</u>

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

## LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

## Consolidated Statements of Cash Flows (Concluded)

Years Ended September 30, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Breakdown of cash and cash equivalents and restricted cash, end of year		
Cash and cash equivalents	\$ 3,777,557	\$ 3,504,514
Assets limited as to use	<u>4,003,423</u>	<u>2,953,580</u>
	<u>\$ 7,780,980</u>	<u>\$ 6,458,094</u>
Supplemental disclosure of cash flow information		
Cash paid for interest	<u>\$ 102,602</u>	<u>\$ 111,808</u>
Capital expenditures included in accounts payable	<u>\$ -</u>	<u>\$ 118,827</u>

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

## LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

### Notes to Consolidated Financial Statements

September 30, 2021 and 2020

#### Organization

Lamprey Health Care, Inc. (LHC) is a not-for-profit corporation organized in the State of New Hampshire. LHC is a Federally Qualified Health Center (FQHC) whose primary purpose is to provide high quality family health, medical and behavioral health services to residents of southern New Hampshire without regard to the patient's ability to pay for these services.

#### Subsidiary

Friends of Lamprey Health Care, Inc. (FLHC) is a not-for-profit corporation organized in the State of New Hampshire. FLHC's primary purpose is to support LHC. FLHC is also the owner of the property occupied by LHC's administrative and program offices in Newmarket, New Hampshire. LHC is the sole member of FLHC.

#### 1. Summary of Significant Accounting Policies

##### Basis of Presentation

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

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

**Net assets with donor restrictions:** Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity, of which there were none in 2021 or 2020.

##### Principles of Consolidation

The consolidated financial statements include the accounts of LHC and its subsidiary, FLHC (collectively, the Organization). All significant intercompany balances and transactions have been eliminated in consolidation.

##### Use of Estimates

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

**LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.**

**Notes to Consolidated Financial Statements**

**September 30, 2021 and 2020**

**Income Taxes**

Both LHC and FLHC are public charities under Section 501(c)(3) of the Internal Revenue Code. As public charities, the entities are exempt from state and federal income taxes on income earned in accordance with their tax-exempt purposes. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the consolidated financial statements.

**COVID-19**

In March 2020, the World Health Organization declared coronavirus disease (COVID-19) a global pandemic and the United States federal government declared COVID-19 a national emergency. The Organization implemented an emergency response to ensure the safety of its patients, staff and the community. In adhering to guidelines issued by the State of New Hampshire and the Center for Disease Control and Prevention, the Organization took steps to create safe distances between both staff and patients. All providers received the necessary equipment to allow for medical and behavioral health visits using telehealth. Facility modifications included installation of plexi-glass partitions, restructuring of work stations to allow for 6 feet between staff, heating, ventilation, and air conditioning systems were modified to improve air exchange rates and tents and awnings were setup to allow screening, testing and vaccine administration outside of the four walls of the clinics. In addition, the Organization created contained infection control wings at all sites to evaluate and treat patients that screen positive for COVID-19 and deployed a mobile health van to provide testing, vaccination and other service capacity to other areas of the community.

The Organization received a loan in the amount of \$2,152,212 in April 2020 pursuant to the Paycheck Protection Program (PPP), a program implemented by the U.S. Small Business Administration (SBA) under the Coronavirus Aid, Relief, and Economic Security (CARES) Act and the Paycheck Protection Program and Health Care Enhancement (PPHCE) Act. The PPP was subject to forgiveness, upon the Organization's request, to the extent that the proceeds were used to pay qualifying expenditures, including payroll costs, rent and utilities, incurred by the Organization during a specific covered period. The Organization determined the conditions for forgiveness were substantially met during the year ended September 30, 2020 and recorded revenue equal to the full amount of the PPP. The Organization was notified in June 2021 the PPP was fully forgiven by the SBA and the lender. The PPP can be audited by the SBA for up to six years from the date of forgiveness.

The CARES Act and the PPHCE Act established the Provider Relief Fund (PRF) to support healthcare providers in the battle against the COVID-19 outbreak. The PRF is being administered by the U.S. Department of Health and Human Services (HHS). The Organization received PRF in the amount of \$196,549 during the year ended September 30, 2020, incurred qualifying expenditures of \$196,549 during the year ended September 30, 2021 and recorded grant revenue equal to the qualifying expenditures in 2021. Due to the complexity of the reporting requirements and the continued issuance of clarifying guidance, the amount of income allowed to be recognized may change. Any difference between amounts previously estimated and amounts subsequently determined to be recoverable or payable will be included in income in the year that such amounts become known.

**LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.**

**Notes to Consolidated Financial Statements**

**September 30, 2021 and 2020**

During May 2020, the Organization received a loan in the amount of \$250,000 from the COVID-19 Emergency Healthcare System Relief Fund (Relief Loan), a program implemented by the State, Department of Health and Human Services and available for use through December 30, 2020. The Relief Loan had the potential to be converted to a grant at the sole discretion of the State. The Relief Loan was converted to a grant on October 9, 2020 and recognized as revenue at that time.

**Cash and Cash Equivalents**

Cash and cash equivalents consist of business checking and savings accounts as well as petty cash funds.

The Organization maintains cash balances at several financial institutions. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. At various times throughout the year, the Organization's cash balances may exceed FDIC insurance. The Organization has not experienced any losses in such accounts and management believes it is not exposed to any significant risk.

**Revenue Recognition and Patient Accounts Receivable**

During the year ended September 30, 2021, the Organization has adopted Financial Accounting Standards Board Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers* (Topic 606), and related guidance, which supersedes accounting standards that previously existed under U.S. GAAP and provides a single revenue model to address revenue recognition to be applied by all companies. Under the new standard, organizations recognize revenue when a customer obtains control of promised goods or services in an amount that reflects the consideration to which the organization expects to be entitled in exchange for those goods and services. Topic 606 also requires organizations to disclose additional information, including the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. The Organization elected to adopt this ASU retrospectively with the cumulative effect recognized at the date of initial application; therefore, the consolidated financial statements and related notes have been presented accordingly.

The adoption of Topic 606 had no impact on the Organization's net assets, results of its operations, or cash flows. The adoption of Topic 606 did change how implicit price concessions are presented in the consolidated financial statements. Under the previous standards, the estimate for amounts not expected to be collected based upon historical experience was reflected as a provision for doubtful accounts, and presented separately as an offset to net patient service revenue. Under the new standards, the estimate for amounts not expected to be collected based on historical experience continues to be recognized as a reduction to net revenue, but not reflected separately as provision for doubtful accounts.

## LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

## Notes to Consolidated Financial Statements

September 30, 2021 and 2020

The impact of the adoption on the consolidated statement of operations for the year ended September 30, 2020 was as follows:

	As Originally Reported	Adjustments due to Topic 606 Adoption	Revised Balance
Patient service revenue	\$ 10,206,803	\$ (497,961)	\$ 9,708,842
Provision for bad debts	<u>(497,961)</u>	<u>497,961</u>	<u>-</u>
Net patient service revenue	<u>\$ 9,708,842</u>	<u>\$ -</u>	<u>\$ 9,708,842</u>

Patient service revenue is reported at the amount that reflects the consideration to which the Organization expects to be entitled in exchange for providing patient care. These amounts are due from patients and third-party payers (including commercial insurers and governmental programs).

Performance obligations are determined based on the nature of the services provided by the Organization. The Organization measures the performance obligation for medical, behavioral health and ancillary services from the commencement of a face-to-face encounter with a patient to the completion of the encounter. Ancillary services provided the same day as the face-to-face encounter are considered to be part of the performance obligation and are not deemed to be separate performance obligations. The Organization measures the performance obligation for contract pharmacy services based on when the prescription is dispensed to the patient as reported to the Organization by the third-party administrator. The Organization's performance obligations are satisfied at a point in time.

The Organization determines the transaction price based on standard charges for goods and services provided, reduced by contractual adjustments provided to third-party payers, discounts provided to uninsured patients in accordance with the Organization's sliding fee discount program, and implicit price concessions provided to uninsured patients. The Organization determines its estimates of contractual adjustments and discounts based on contractual agreements, its discount policies, and historical experience. The Organization determines its estimate of implicit price concessions based on its historical collection experience.

Consistent with the Organization's mission and FQHC designation, care is provided to patients regardless of their ability to pay. Therefore, the Organization has determined it has provided implicit price concessions to uninsured patients and patients with uninsured balances (for example, copays and deductibles). The implicit price concessions included in estimating the transaction price represent the difference between amounts billed to patients and amounts the Organization expects to collect based on its collection history with those patients.

**LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.**

**Notes to Consolidated Financial Statements**

**September 30, 2021 and 2020**

The Organization has determined that the nature, amount, timing and uncertainty of revenue and cash flows are affected by the payer. In assessing collectability, the Organization has elected the portfolio approach. The portfolio approach is being used as the Organization has a large volume of similar contracts with similar classes of customers (patients). The Organization reasonably expects that the effect of applying a portfolio approach to a group of contracts would not differ materially from considering each contract separately. Management's judgment to group the contracts by portfolio is based on the payment behavior expected in each portfolio category. As a result, aggregating all the contracts (which are at the patient level) by the particular payer or group of payers will result in the recognition of the same amount of revenue as applying the analysis at the individual patient level. Payer concentrations are disclosed in Note 9.

The Organization bills the patients and third-party payers several days after the services are performed. A summary of payment arrangements follows:

Medicare

The Organization is primarily reimbursed for medical, behavioral health and ancillary services based on the lesser of actual charges or prospectively set rates for all FQHC services furnished to a Medicare beneficiary on the same day when an FQHC furnishes a face-to-face FQHC visit. Certain other services are reimbursed based on fee-for-service rate schedules.

Medicaid

The Organization is primarily reimbursed for medical, behavioral health and ancillary services based on prospectively set rates for an encounter furnished to a Medicaid beneficiary on the same day when an FQHC furnishes a face-to-face FQHC visit. Certain other services are reimbursed based on fee-for-service rate schedules.

Other Payers

The Organization has also entered into payment agreements with certain commercial insurance carriers, health maintenance organizations, and preferred provider organizations. Under these arrangements, the Organization is reimbursed for services based on contractually obligated payment rates for each Current Procedural Terminology code, which may be less than the Organization's public fee schedule.

**LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.**

**Notes to Consolidated Financial Statements**

**September 30, 2021 and 2020**

Patients

The Organization provides care to patients who meet certain criteria under its sliding fee discount policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization's sliding fee discount policy amounted to \$1,000,557 and \$1,041,631 for the years ended September 30, 2021 and 2020, respectively. The Organization is able to provide these services with a component of funds received through local community support and federal grants.

For uninsured patients who do not qualify under the Organization's sliding fee discount program, the Organization bills the patient based on the Organization's standard rates for services provided. Patient balances are typically due within 30 days of billing; however, the Organization does, in certain instances, enter into payment agreements with patients that allow payments in excess of one year. For those cases, the financing component is not deemed to be significant to the contract.

340B Contract Pharmacy Program Revenue

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. This program requires drug manufacturers to provide outpatient drugs to FQHCs and other covered entities at a reduced price. The Organization contracts with local pharmacies under this program. The contract pharmacies dispense drugs to eligible patients of the Organization and bill commercial insurances on behalf of the Organization. Reimbursement received by the contract pharmacies is remitted to the Organization, less dispensing and administrative fees. The dispensing and administrative fees are costs of the program and not deemed to be implicit price concessions which would reduce the transaction price.

Laws and regulations governing the Medicare, Medicaid and 340B programs are complex and subject to interpretation. Management believes that the Organization is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare, Medicaid, and 340B programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

**LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.****Notes to Consolidated Financial Statements****September 30, 2021 and 2020****Patient Accounts Receivable**

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances and consisted of the following at September 30:

	<u>2021</u>	<u>2020</u>
Medical and dental patient accounts receivable	\$ 1,210,952	\$ 1,099,010
Contract 340B pharmacy program receivables	<u>178,740</u>	<u>297,642</u>
Total patient accounts receivable	<u>\$ 1,389,692</u>	<u>\$ 1,396,652</u>

Accounts receivable at October 1, 2019 were \$1,237,130.

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. The accounts receivable from patients and third-party payers, net of allowances, were as follows at September 30:

	<u>2021</u>	<u>2020</u>
Governmental plans		
Medicare	22 %	20 %
Medicaid	35 %	33 %
Commercial payers	21 %	24 %
Patient	<u>22 %</u>	<u>23 %</u>
Total	<u>100 %</u>	<u>100 %</u>

**Grants and Other Receivables**

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

The Organization receives a significant amount of grants from HHS. As with all government funding, these grants are subject to reduction or termination in future years. For the years ended September 30, 2021 and 2020, grants from HHS (including both direct awards and awards passed through other organizations) represented approximately 78% and 80%, respectively, of grants, contracts and contributions revenue.

A portion of the Organization's revenue is derived from cost-reimbursable grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has met the performance requirements or incurred expenditures in compliance with specific contract or grant provisions, as applicable. Amounts received prior to incurring qualifying expenditures are reported as deferred revenue. The Organization has been awarded cost reimbursable grants in the amount of \$3,779,537 and \$2,968,196, which are primarily available through May and June 2022 and March 2023, respectively, that have not been recognized at September 30, 2021 because qualifying expenditures have not yet been incurred.

**LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.**

**Notes to Consolidated Financial Statements**

**September 30, 2021 and 2020**

The Organization also received a capital grant, *Health Center Infrastructure Support*, in the amount of \$671,534, which is available for use for approved capital projects through September 14, 2024. The Organization intends to use this grant for renovations of the Organization's Nashua, New Hampshire facility. See Note 4 for further discussion regarding the project.

**Assets Limited as to Use**

Assets limited as to use include cash and cash equivalents designated by the Board of Directors for specific projects or purposes as discussed further in Note 3.

**Property and Equipment**

Property and equipment are carried at cost. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets. The Organization's capitalization policy is applicable for acquisitions greater than \$5,000.

**Contributions**

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as net assets with donor restrictions if they are received with donor stipulations that limit use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified as net assets without donor restrictions and reported in the consolidated statements of operations as net assets released from restriction. Contributions whose restrictions are met in the same period as the support was received are recognized as net assets without donor restrictions.

**Functional Expenses**

The consolidated financial statements report certain categories of expenses that are attributable to more than one program or supporting function of the Organization. Expenses allocated between program services and administrative support include employee benefits which are allocated based on direct wages, facilities which are based upon square footage occupied by the program, human resources and information technology which is based upon employee worked hours attributed to the program.

**Excess of Revenue over Expenses**

The consolidated statements of operations reflect the excess of revenue over expenses. Changes in net assets without donor restrictions, which are excluded from this measure include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets) and changes in fair value of an interest rate swap that qualifies for hedge accounting.

**LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.**

**Notes to Consolidated Financial Statements**

**September 30, 2021 and 2020**

**Subsequent Events**

For purposes of the preparation of these consolidated financial statements, management has considered transactions or events occurring through January 26, 2022, the date that the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements.

**2. Availability and Liquidity of Financial Assets**

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments. The Organization has various sources of liquidity at its disposal, including cash and cash equivalents and a line of credit (Note 5).

The Organization had working capital of \$3,867,576 and \$3,339,240 at September 30, 2021 and 2020, respectively. The Organization had average days cash and cash equivalents on hand (based on normal expenditures) of 73 and 75 at September 30, 2021 and 2020, respectively.

Financial assets available for general expenditure within one year as of September 30 were as follows:

	<u>2021</u>	<u>2020</u>
Cash and cash equivalents	\$ 3,777,557	\$ 3,504,514
Patient accounts receivable, net	1,389,692	1,396,652
Grants receivable	724,399	658,568
Other receivables	<u>137,513</u>	<u>130,004</u>
Financial assets available	<u>\$ 6,029,161</u>	<u>\$ 5,689,738</u>

The Organization has certain board-designated assets limited as to use, which are available for general expenditure within one year in the normal course of operations upon obtaining approval from the Board of Directors and other assets limited as to use for donor-restricted purposes, which are more fully described in Note 3. Accordingly, these assets have not been included in the quantitative information above.

The Organization's goal is generally to have, at the minimum, the U.S. Health Resources and Services Administration recommended days cash and cash equivalents on hand for operations of 30 days.

## LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

## Notes to Consolidated Financial Statements

September 30, 2021 and 2020

3. Assets Limited as To Use

Assets limited as to use are made up of cash and cash equivalents which are to be used for the following purposes at September 30:

	<u>2021</u>	<u>2020</u>
Board-designated, for		
Transportation	\$ 27,059	\$ 16,982
Working capital	1,641,947	1,391,947
Capital improvements	1,677,051	1,139,165
Other	<u>79,755</u>	<u>-</u>
Total board-designated	3,425,812	2,548,094
Donor restricted	<u>577,611</u>	<u>405,486</u>
Total	<u>\$ 4,003,423</u>	<u>\$ 2,953,580</u>

4. Property and Equipment

Property and equipment consists of the following at September 30:

	<u>2021</u>	<u>2020</u>
Land and improvements	\$ 1,154,753	\$ 1,154,753
Building and improvements	11,831,191	11,661,674
Furniture, fixtures and equipment	<u>1,835,579</u>	<u>1,887,073</u>
Total cost	14,821,523	14,703,500
Less accumulated depreciation	<u>7,397,168</u>	<u>7,115,614</u>
	7,424,355	7,587,886
Construction in progress and assets not in service	<u>82,944</u>	<u>207,975</u>
Property and equipment, net	<u>\$ 7,507,299</u>	<u>\$ 7,795,861</u>

The construction in progress at September 30, 2021 primarily relates to the renovations of the Organization's Nashua, New Hampshire facility to expand clinical space and reconfigure existing space for improved workflows for increased patient access and improved patient experience. The total project cost is estimated at \$2,548,439 and anticipated to be funded by a capital grant, board designated and donor restricted cash and debt financing. The renovation is projected to be completed before the expiration of the capital grant in September 2024.

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

## LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

## Notes to Consolidated Financial Statements

September 30, 2021 and 2020

5. Line of Credit

The Organization has an available \$1,000,000 revolving line of credit from a local bank through May 2022, with an interest rate at Prime, but not less than 3.25% (3.25% at September 30, 2021). The line of credit is collateralized by all business assets. There was no outstanding balance as of September 30, 2021 and 2020.

6. Long-Term Debt

Long-term debt consists of the following at September 30:

	<u>2021</u>	<u>2020</u>
Promissory note payable to local bank; see terms outlined below. (1)	\$ 811,195	\$ 829,242
Promissory note payable to local bank; see terms outlined below. (2)	<u>2,028,620</u>	<u>2,079,808</u>
Total long-term debt	2,839,815	2,909,050
Less current maturities	<u>90,068</u>	<u>88,027</u>
Long-term debt, less current maturities	<u>\$ 2,749,747</u>	<u>\$ 2,821,023</u>

(1) The Organization has a promissory note with a local bank which is a ten-year balloon note to be paid at the amortization rate of 30 years, with variable monthly payments of principal and interest at 85% of the one-month LIBOR rate plus 2.125% through February 2022 when the balloon payment is due. The note is collateralized by the real estate. The Organization has an interest rate swap agreement for the ten-year period through 2022 that limits the potential interest rate fluctuation and substantively fixes the rate at 4.13%. On December 17, 2021, the Organization received a commitment from a local bank to refinance the debt with a ten-year balloon note to be paid at the amortization rate of 30 years, with variable monthly payments of principal and interest and will obtain another interest rate swap agreement resulting in a fixed rate of 3.46%. Maturities have been presented based on the terms of the refinancing.

(2) The Organization has a promissory note with a local bank which is a ten-year balloon note to be paid at the amortization rate of 30 years, with variable monthly principal payments plus interest at the one-month LIBOR rate plus 1.5% through October 2029 when the balloon payment is due. The note is collateralized by the real estate. The Organization has an interest rate swap agreement for the ten-year period through 2029 that limits the potential interest rate fluctuation and substantially fixes the rate at 3.173%.

**LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.****Notes to Consolidated Financial Statements****September 30, 2021 and 2020**

The Organization is required to meet certain administrative and financial covenants under the loan agreements included above. In the event of default, the bank has the option to terminate the agreement and immediately request payment of the outstanding debt without notice of any kind to the Organization. The Organization was in compliance with all loan covenants at September 30, 2021.

Maturities of long-term debt for the next five years and thereafter are as follows at September 30:

2022	\$ 90,068
2023	92,538
2024	94,909
2025	97,686
2026	100,374
Thereafter	<u>2,364,240</u>
Total	<u>\$ 2,839,815</u>

**7. Derivative Financial Instruments**

The Organization participates in certain fixed-payer swap contracts related to underlying, variable rate debt obligations. The purpose of these contracts is to protect the Organization against rising interest rates related to the variable rate debt. These contracts qualify for hedge accounting as a cash flow hedge and are reported at fair value as an asset or a liability. As a perfectly effective cash flow hedge, the change in fair value of the contracts is reported in the change in net assets without donor restrictions. The Organization expects to hold the swap contracts until their respective maturities.

The interest swap contract terms are summarized as follows at September 30:

Entity	Fixed Rate Paid	Variable Rate Received	Notional Amount	2021	2020	Termination Date	Counterparty
				Fair Value Asset (Liability)	Fair Value Asset (Liability)		
LHC	4.1300 %	2.1993 %	\$ 805,486	\$ (2,632)	\$ (18,241)	01-19-2022	TD Bank
FLHC	3.1730 %	1.5825 %	2,017,954	<u>(64,809)</u>	<u>(199,416)</u>	10-02-2029	TD Bank
Cumulative unrealized loss				<u>\$ (67,441)</u>	<u>\$ (217,657)</u>		

U.S. GAAP establish a fair value hierarchy that distinguishes between market participant assumptions based on market data obtained from sources independent of the reporting entity (observable inputs that are classified within Levels 1 and 2 of the hierarchy) and the reporting entity's own assumptions about market participant assumptions (unobservable inputs classified within Level 3 of the hierarchy).

## LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

## Notes to Consolidated Financial Statements

September 30, 2021 and 2020

*Level 1* — Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

*Level 2* — Significant other observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

*Level 3* — Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The Organization uses inputs other than quoted prices that are observable to value the interest rate swaps. The Organization considers these inputs to be Level 2 inputs in the context of the fair value hierarchy. These values represent the estimated amounts the Organization would receive or pay to terminate agreements, taking into consideration current interest rates and the current creditworthiness of the counterparty (present value of expected cash flows).

8. Net Assets

Net assets without donor restrictions are designated for the following purposes at September 30:

	<u>2021</u>	<u>2020</u>
Undesignated	\$ 8,521,964	\$ 8,031,136
Board-designated (Note 3)	<u>3,425,812</u>	<u>2,548,094</u>
Total	<u>\$11,947,776</u>	<u>\$10,579,230</u>

Net assets with donor restrictions were restricted for the following specific purposes at September 30:

	<u>2021</u>	<u>2020</u>
Temporary in nature:		
Capital improvements	\$ 214,647	\$ 214,647
Community programs	382,817	170,745
Substance abuse prevention	15,870	20,094
Grants for capital acquisitions not in service	<u>-</u>	<u>65,285</u>
Total	<u>\$ 613,334</u>	<u>\$ 470,771</u>

## LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

## Notes to Consolidated Financial Statements

September 30, 2021 and 2020

**9. Patient Service Revenue**

Patient service revenue was as follows for the years ended September 30:

	<u>2021</u>	<u>2020</u>
Gross charges	\$14,780,770	\$13,852,130
340B contract pharmacy revenue	<u>1,853,873</u>	<u>1,617,196</u>
Total gross revenue	16,634,643	15,469,326
Contractual adjustments and implicit price concessions	(5,684,212)	(5,514,248)
Sliding fee discounts	(777,588)	(811,423)
Other patient related revenue	<u>213,675</u>	<u>565,187</u>
Total patient service revenue	<u>\$10,386,518</u>	<u>\$ 9,708,842</u>

The mix of net patient service revenue from patients and third-party payers was as follows for the years ended September 30:

	<u>2021</u>	<u>2020</u>
Medicare	14 %	16 %
Medicaid	42 %	46 %
Other payers	41 %	36 %
Self-pay and sliding fee scale patients	<u>3 %</u>	<u>2 %</u>
	<u>100 %</u>	<u>100 %</u>

**10. Retirement Plan**

The Organization has a defined contribution plan under Internal Revenue Code Section 403(b). The Organization contributed \$281,223 and \$292,808 for the years ended September 30, 2021 and 2020, respectively.

**11. Medical Malpractice**

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of September 30, 2021, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of either FTCA or medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

**LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.**

**Notes to Consolidated Financial Statements**

**September 30, 2021 and 2020**

**12. Litigation**

From time-to-time certain complaints are filed against the Organization in the ordinary course of business. Management vigorously defends the Organization's actions in those cases and utilizes insurance to cover material losses. In the opinion of management, there are no matters that will materially affect the Organization's consolidated financial statements.

**SUPPLEMENTARY INFORMATION**

## LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

## Consolidating Balance Sheet

September 30, 2021

## ASSETS

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2021 Consolidated
<b>Current assets</b>			
Cash and cash equivalents	\$ 2,297,060	\$ 1,480,497	\$ 3,777,557
Patient accounts receivable	1,389,692	-	1,389,692
Grants receivable	724,399	-	724,399
Other receivables	137,513	-	137,513
Inventory	177,384	-	177,384
Other current assets	<u>262,941</u>	<u>-</u>	<u>262,941</u>
Total current assets	4,988,989	1,480,497	6,469,486
Assets limited as to use	4,003,423	-	4,003,423
Property and equipment, net	<u>5,830,543</u>	<u>1,676,756</u>	<u>7,507,299</u>
Total assets	<u>\$ 14,822,955</u>	<u>\$ 3,157,253</u>	<u>\$ 17,980,208</u>

## LIABILITIES AND NET ASSETS

<b>Current liabilities</b>			
Accounts payable and accrued expenses	\$ 537,394	\$ 2,930	\$ 540,324
Accrued payroll and related expenses	1,306,202	-	1,306,202
Due to third party payers	241,394	-	241,394
Deferred revenue	423,922	-	423,922
Due to affiliate			
Due to (from) affiliate	21,985	(21,985)	-
Current maturities of long-term debt	<u>45,072</u>	<u>44,996</u>	<u>90,068</u>
Total current liabilities	2,575,969	25,941	2,601,910
Long-term debt, less current maturities	766,123	1,983,624	2,749,747
Fair value of interest rate swap	2,632	64,809	67,441
Due to (from) affiliate	<u>1,073,876</u>	<u>(1,073,876)</u>	<u>-</u>
Total liabilities	<u>4,418,600</u>	<u>1,000,498</u>	<u>5,419,098</u>
<b>Net assets</b>			
Without donor restrictions	9,791,021	2,156,755	11,947,776
With donor restrictions	<u>613,334</u>	<u>-</u>	<u>613,334</u>
Total net assets	<u>10,404,355</u>	<u>2,156,755</u>	<u>12,561,110</u>
Total liabilities and net assets	<u>\$ 14,822,955</u>	<u>\$ 3,157,253</u>	<u>\$ 17,980,208</u>

## LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

## Consolidating Balance Sheet

September 30, 2020

## ASSETS

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2020 Consolidated
<b>Current assets</b>			
Cash and cash equivalents	\$ 2,205,696	\$ 1,298,818	\$ 3,504,514
Patient accounts receivable	1,396,652	-	1,396,652
Grants receivable	658,568	-	658,568
Other receivables	130,004	-	130,004
Inventory	129,591	-	129,591
Other current assets	<u>147,799</u>	<u>-</u>	<u>147,799</u>
Total current assets	4,668,310	1,298,818	5,967,128
<b>Assets limited as to use</b>			
Property and equipment, net	2,953,580	-	2,953,580
	<u>6,009,215</u>	<u>1,786,646</u>	<u>7,795,861</u>
Total assets	<u>\$ 13,631,105</u>	<u>\$ 3,085,464</u>	<u>\$ 16,716,569</u>

## LIABILITIES AND NET ASSETS

<b>Current liabilities</b>			
Accounts payable and accrued expenses	\$ 578,888	\$ -	\$ 578,888
Accrued payroll and related expenses	1,322,364	-	1,322,364
Due to third party payers	119,639	-	119,639
Deferred revenue	72,421	-	72,421
Provider Relief Fund refundable advance	196,549	-	196,549
COVID-19 Emergency Healthcare System Relief Fund refundable advance	250,000	-	250,000
Due to (from) affiliate	22,604	(22,604)	-
Current maturities of long-term debt	<u>44,453</u>	<u>43,574</u>	<u>88,027</u>
Total current liabilities	2,606,918	20,970	2,627,888
<b>Long-term debt, less current maturities</b>			
Fair value of interest rate swap	784,789	2,036,234	2,821,023
Due to (from) affiliate	18,241	199,416	217,657
	<u>1,104,410</u>	<u>(1,104,410)</u>	<u>-</u>
Total liabilities	<u>4,514,358</u>	<u>1,152,210</u>	<u>5,666,568</u>
<b>Net assets</b>			
Without donor restrictions	8,645,976	1,933,254	10,579,230
With donor restrictions	<u>470,771</u>	<u>-</u>	<u>470,771</u>
Total net assets	<u>9,116,747</u>	<u>1,933,254</u>	<u>11,050,001</u>
Total liabilities and net assets	<u>\$ 13,631,105</u>	<u>\$ 3,085,464</u>	<u>\$ 16,716,569</u>

**LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.****Consolidating Statement of Operations****Year Ended September 30, 2021**

	Lamprey Health Care Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	2021 Consolidated
Operating revenue				
Patient service revenue	\$10,386,518	\$ -	\$ -	\$10,386,518
Rental income	181,128	227,916	(227,916)	181,128
Grants, contracts and contributions	8,644,519	-	-	8,644,519
Other operating revenue	634,169	140	-	634,309
Net assets released from restriction for operations	<u>364,248</u>	<u>-</u>	<u>-</u>	<u>364,248</u>
Total operating revenue	<u>20,210,582</u>	<u>228,056</u>	<u>(227,916)</u>	<u>20,210,722</u>
Operating expenses				
Salaries and wages	11,309,801	-	-	11,309,801
Employee benefits	2,258,427	-	-	2,258,427
Supplies	954,094	-	-	954,094
Purchased services	2,504,395	75	-	2,504,470
Facilities	885,776	9,174	(227,916)	667,034
Other operating expenses	856,309	4,035	-	860,344
Insurance	140,849	-	-	140,849
Depreciation	366,581	109,889	-	476,470
Interest expense	<u>86,613</u>	<u>15,989</u>	<u>-</u>	<u>102,602</u>
Total operating expenses	<u>19,362,845</u>	<u>139,162</u>	<u>(227,916)</u>	<u>19,274,091</u>
Excess of revenue over expenses	847,737	88,894	-	936,631
Change in fair value of interest rate swap	15,609	134,607	-	150,216
Grants for capital acquisition	216,414	-	-	216,414
Net assets released from restriction for capital acquisition	<u>65,285</u>	<u>-</u>	<u>-</u>	<u>65,285</u>
Increase in net assets without donor restrictions	<u>\$ 1,145,045</u>	<u>\$ 223,501</u>	<u>\$ -</u>	<u>\$ 1,368,546</u>

## LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

## Consolidating Statement of Operations

Year Ended September 30, 2020

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	2020 Consolidated
Operating revenue				
Patient service revenue	\$ 9,708,842	\$ -	\$ -	\$ 9,708,842
Rental income	176,353	227,916	(227,916)	176,353
Grants, contracts and contributions	5,663,601	-	-	5,663,601
Paycheck Protection Program	2,152,212	-	-	2,152,212
Other operating revenue	410,188	121	-	410,309
Net assets released from restriction for operations	<u>242,945</u>	<u>-</u>	<u>-</u>	<u>242,945</u>
Total operating revenue	<u>18,354,141</u>	<u>228,037</u>	<u>(227,916)</u>	<u>18,354,262</u>
Operating expenses				
Salaries and wages	11,106,208	-	-	11,106,208
Employee benefits	2,096,040	-	-	2,096,040
Supplies	747,665	-	-	747,665
Purchased services	1,691,103	182	-	1,691,285
Facilities	798,038	4,300	(227,916)	574,422
Other operating expenses	474,659	-	-	474,659
Insurance	140,572	-	-	140,572
Depreciation	352,880	109,888	-	462,768
Interest	<u>79,288</u>	<u>32,520</u>	<u>-</u>	<u>111,808</u>
Total operating expenses	<u>17,486,453</u>	<u>146,890</u>	<u>(227,916)</u>	<u>17,405,427</u>
Excess of revenue over expenses	867,688	81,147	-	948,835
Change in fair value of interest rate swap	(31,753)	(199,416)	-	(231,169)
Net assets released from restriction for capital acquisition	<u>129,356</u>	<u>-</u>	<u>-</u>	<u>129,356</u>
Increase (decrease) in net assets without donor restrictions	<u>\$ 965,291</u>	<u>\$ (118,269)</u>	<u>\$ -</u>	<u>\$ 847,022</u>

## LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

## Consolidating Statement of Changes in Net Assets

Year Ended September 30, 2021

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2021 Consolidated
Net assets without donor restrictions			
Excess of revenue over expenses	\$ 847,737	\$ 88,894	\$ 936,631
Change in fair value of interest rate swap	15,609	134,607	150,216
Grants for capital acquisition	216,414	-	216,414
Net assets released from restriction for capital acquisition	<u>65,285</u>	<u>-</u>	<u>65,285</u>
Increase in net assets without donor restrictions	<u>1,145,045</u>	<u>223,501</u>	<u>1,368,546</u>
Net assets with donor restrictions			
Contributions	572,096	-	572,096
Net assets released from restriction for operations	(364,248)	-	(364,248)
Net assets released from restrictions for capital acquisition	<u>(65,285)</u>	<u>-</u>	<u>(65,285)</u>
Increase in net assets with donor restrictions	<u>142,563</u>	<u>-</u>	<u>142,563</u>
Change in net assets	1,287,608	223,501	1,511,109
Net assets, beginning of year	<u>9,116,747</u>	<u>1,933,254</u>	<u>11,050,001</u>
Net assets, end of year	<u>\$10,404,355</u>	<u>\$ 2,156,755</u>	<u>\$12,561,110</u>

## LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

## Consolidating Statement of Changes in Net Assets

Year Ended September 30, 2020

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2020 Consolidated
Net assets without donor restrictions			
Excess of revenue over expenses	\$ 867,688	\$ 81,147	\$ 948,835
Change in fair value of interest rate swap	(31,753)	(199,416)	(231,169)
Net assets released from restriction for capital acquisition	<u>129,356</u>	<u>-</u>	<u>129,356</u>
Increase (decrease) in net assets without donor restrictions	<u>965,291</u>	<u>(118,269)</u>	<u>847,022</u>
Net assets with donor restrictions			
Contributions	224,245	-	224,245
Grants for capital acquisition	82,721	-	82,721
Net assets released from restrictions for operations	(242,945)	-	(242,945)
Net assets released from restriction for capital acquisition	<u>(129,356)</u>	<u>-</u>	<u>(129,356)</u>
Decrease in net assets with donor restrictions	<u>(65,335)</u>	<u>-</u>	<u>(65,335)</u>
Change in net assets	899,956	(118,269)	781,687
Net assets, beginning of year	<u>8,216,791</u>	<u>2,051,523</u>	<u>10,268,314</u>
Net assets, end of year	<u>\$ 9,116,747</u>	<u>\$ 1,933,254</u>	<u>\$11,050,001</u>

# LAMPREY HEALTH CARE

Where Excellence and Caring go Hand in Hand

## 2022-2023 Board of Directors

**Frank Goodspeed (President/Chair)**

[Redacted]  
[Redacted]  
[Redacted]

Term Ends 2023  
Affiliation: Retired  
Years of Service: 9  
Committees: Executive (chair), Community Relations and Marketing, Governance, Personnel, Quality Assurance, Strategic Planning, 50<sup>th</sup> Anniversary

**Audrey Ashton-Savage (Immediate Past Chair/President)**

[Redacted]  
[Redacted]  
[Redacted]

Term Ends 2024  
Affiliation: University of New Hampshire  
Years of Service: 32  
Committees: Executive, Community Relations and Marketing, Finance and Audit, Governance, Strategic Planning

**Arvind Ranade, (Vice President)**

[Redacted]  
[Redacted]  
[Redacted]

Term Ends 2024  
Affiliation: SymbioSys Solutions, Inc.  
Years of Service: 7  
Committees: Executive, Finance and Audit, Technology

**Michelle Boom**

[Redacted]  
[Redacted]  
[Redacted]

Term Ends 2025  
Affiliation: Homemaker  
Years of Service: 3  
Committees: Community Relations and Marketing, 50<sup>th</sup> Anniversary

**Thomas "Chris" Drew (Treasurer)**

[Redacted]  
[Redacted]  
[Redacted]

Term Ends 2025  
Affiliation: Seacoast Mental Health Center  
Years of Service: 24  
Committees: Executive, Finance and Audit (Chair) Personnel (Chair), Technology (Chair)

**James Brewer**

[Redacted]  
[Redacted]  
[Redacted]

Term Ends 2025  
Affiliation: Eastern Bank  
Years of Service: 3  
Committees: Finance and Audit, Equity and Diversity, Strategic Planning

**Laura Valencia (Secretary)**

[Redacted]  
[Redacted]  
[Redacted]

Term Ends 2025  
Affiliation: Bristol Myers Squibb  
Years of Service: 4  
Committees: Executive, Community Relations and Marketing, Equity and Diversity

**Raymond Goodman, III**

[Redacted]  
[Redacted]  
[Redacted]

Term ends 2024  
Affiliation: University of Massachusetts Foundation  
Years of Service: 10  
Committees: Community Relations and Marketing (Chair), Quality Assurance

# LAMPREY HEALTH CARE

Where Excellence and Caring go Hand in Hand

## 2022-2023 Board of Directors

**Todd J Hathaway**  
[REDACTED]  
[REDACTED]

Term Ends 2023  
Affiliation: Wadleigh, Starr & Peters, PLLC  
Years of Service: 1  
Committees: Governance, Quality Assurance

**Michael Reinke**  
[REDACTED]  
[REDACTED]

Term Ends 2023  
Affiliation: Nashua Soup Kitchen & Shelter  
Years of Service: 2  
Committees: Equity and Diversity, Strategic Planning

**Carol LaCross**  
[REDACTED]  
[REDACTED]

Term Ends 2024  
Affiliation: Retired  
Years of Service: 34  
Committees: Finance and Audit, Technology, Strategic Planning

**Samantha Stamas**  
[REDACTED]  
[REDACTED]

Term Ends 2023  
Affiliation: Southern NH University  
Years of Service: 1  
Committees: Community Relations and Marketing

**Andrea Laskey**  
[REDACTED]  
[REDACTED]

Term Ends 2025  
Affiliation: Retired  
Years of Service: 3  
Committees: Quality Assurance (Chair), Equity and Diversity, Strategic Planning

**Wilberto Torres**  
[REDACTED]  
[REDACTED]

Term Ends 2025  
Affiliation: Agile Workplace Staffing/Bell Tower Home Health Care  
Years of Service: 5  
Committees: Community Relations and Marketing, Technology

**Mark Marandola**  
[REDACTED]  
[REDACTED]

Term Ends 2023  
Affiliation: Fidelity Investments  
Years of Service: 2  
Committees: Quality Assurance

## **Jodi M. Harper**

### **Summary of Qualifications**

Proven managerial, youth and leadership program development, team building, event development, grant writing, and finance skills; successful experience working independently and in a team-based environment

### **Education**

**MSW, Social Innovation and Leadership, Concentration in Children, Youth, and Families, May 2018**

Boston College, School of Social Work, Chestnut Hill, MA

**B.A., Integrative Studies, December 2010**

Ferris State University, Big Rapids, MI

### **Honors**

- Invited by Republic of Estonia, Ministry of Education and Research, to present at Tartu University and conference entitled *Refugee children in Estonian school: coping in a multicultural environment*, October 2016
- Pastoral Counseling Services Good Samaritan Award, Rising Star Category, October 2014
- Leadership Greater Manchester, class of 2012
- Sole recipient of first Ferris State University Bachelor of Integrative Studies Annual Scholarship, 2010

### **Experience**

**Project Manager, Lampréy Health Care & Southern NH Area Health Education Center, Raymond, NH 2017-Present**

- Responsible for developing curriculum for the Northern New England Health Workforce Diversity Partnership to be implemented with high school-age youth in Manchester
- Developing and maintaining both local and regional partnerships for development and implementation of programming to engage youth in health career exploration
- Managing implementation of program services through the Northern New England Health Workforce Diversity Partnership including budget monitoring, project evaluation, student recruitment, and curriculum delivery
- Responsible for developing a collaborative program providing primary health care services within a mental health care center setting for over 100 patients

**Director, Literacy and BRING IT!!! Community Collaboration, Granite United Way, Manchester, NH 2013-2017**

- Provided support and managed collaborative relationships with community agencies as they relate to literacy and youth development in BRING IT!!! and the Community Schools Network in Manchester
- Responsible for volunteer recruitment and relationship management
- Managed team of 15 part time staff, contractors, and interns for weekly after school program
- Oversaw after school program with daily attendance of up to 115 diverse local students
- Developed and maintained program annual operating budget of \$200,000 that utilizes existing city resources, such as school facilities; to keep overhead at minimum with low per-student operating cost
- Developed grants, financial systems, and administrative resources for all program activities
- Partnered with local colleges to offer STEM and Art education opportunities to over 100 Manchester youth annually
- Increased program participation from 100 students to over 450 students, including expansion to a satellite site offering two additional nights of program services each week.
- Developed and managed nursing career exploration program to educate students about opportunities in health care with over 90 minority youth participating to-date and 5 students accepted into Bachelor of Nursing degree programs
- Managed donor relations and completing monthly grant reports for multiple funders region-wide

**B.R.I.N.G. I.T.!!! Program Coordinator, Southern New Hampshire Services, Manchester, NH 2009-2013**

- Member of implementation team and grant co-writer for The New Hampshire Nursing Diversity Pipeline Project, a \$500,000 grant through The Robert Wood Johnson Foundation's Partners Investing in Nursing's Future grant program
- Oversaw 35 monthly family activity night events for over 200 guests from refugee communities and 80 volunteers to promote family development and acclimation to life in America
- Managed teams of AmeriCorps and A\*VISTA members to develop program capacity and expand program outreach/brand
- Coordinated volunteer recruitment and engagement at program activities

**Service Leader, Civic Engagement Team, City Year New Hampshire, AmeriCorps National Service, Stratham 2007-2009**

- Managed team of 4 to organize and implement large-scale service projects and leadership workshops throughout New Hampshire
- Managed relationships with Service Partners for both community service projects and leadership workshops
- Managed volunteer recruitment and involvement in community service events for 50-200 participants

Paula K. Smith, MBA, EdD

## EDUCATION

- Rivier University, Nashua NH  
Doctoral Program in Education, Leadership and Learning, May 2018
- American Evaluation Association/Centers for Disease Control, Summer Institute, June 2012
- The Dartmouth Institute of Health Policy and Clinical Practice, Coach the Coach: The Art of Coaching and Improving Quality, Microsystems Process Improvement Training, 2009
- American Society of Training & Development, Professional Trainer Certificate Program, Concord, NH, 2002.
- Cultural Competency; Training of Trainers Program, CCHCP Training Institute, Seattle, WA, 2000
- University of Massachusetts, Boston, Harbor Campus, Boston, MA 02125  
Masters in Business Administration, 1991
- Boston University School of Public Health, Boston, MA  
Negotiation and Conflict Resolution for Health Care Management  
(Training Program), 1991
- University of New Hampshire, Durham, NH  
Bachelor of Science, Health Administration and Planning, 1985

## PROFESSIONAL EXPERIENCE

February 1998                      Director, Southern New Hampshire Area Health Education Center (AHEC)  
Present                              Lamprey Health Care, Raymond, NH

- Coordinates, plans and supervises the establishment and operation of a new AHEC center and programs designed to increase access to quality health care in southern NH.
- Partners with community-based providers and academic institutions to improve the supply and distribution of primary health care professionals and facilitates student placements in the community with an emphasis on medically underserved areas.
- Provides training opportunities for residents, nurse practitioners, social worker, physician assistant, nursing and medical students, as well as practicing providers.
- Develops and coordinates health care awareness programs for high school students with a focus on minority and disadvantaged populations.
- Coaches health center microteams in quality improvement initiatives.
- Oversees implementation of "Better Choices, Better Health" Chronic Disease Self-Management Program, including marketing, reporting, recruitment and management of leaders, and coordination of NH CDSMP Network, a learning community of leaders.
- Directs activities of the Seacoast Public Health Network, implementing the Community Health Improvement Plan.
- Develops and oversees the Nurse Practitioner Fellowship Program, including supervising staff to implement day to day operations, maintaining relationships with preceptors and specialty practices, and pursuing accreditation.

October 1995 to                      Regional Services Coordinator  
February 1998                      New England Community Health Center Association, Woburn, MA

- Provided technical assistance, policy analysis, and other membership services to state primary care associations in New England and the community health centers they serve;
- Coordinated educational sessions for primary care clinicians and administrators on a variety of health care topics; assisted in developing program for two community health conferences a year, as well as one-day programs;
- Acted as liaison for members of MIS/Fiscal Directors and other regional committees;
- Wrote grants, including concept development, implementation plans and budget, for government and foundation proposals;
- Designed survey instruments, analyzed data, and wrote reports for region-wide surveys of community health centers, including compensation survey, needs assessment for locum tenens, survey on management information systems, and survey on productivity and staffing ratios;
- Acted as Project Director of Phase III of the Mammography Access Project;
- Wrote and distributed quarterly newsletter to health centers and public health organizations throughout New England.

**February 1992 to  
October 1995**      **Program Director**  
**Paula K. Smith**      **Department of Medical Security, Boston, MA**  
**Page 2**

- Managed the Labor Shortage Initiative, a \$23 million state-wide program providing education and training opportunities in health care occupations; oversaw the allocation of funds to participating hospitals, colleges and universities, and community organizations; supervised the development of contracts; monitored program achievements.
- Developed, implemented, and managed the *Children's Medical Security Plan*, a health insurance program for uninsured children under the age of 13; negotiated and monitored contracts totaling nearly \$12 million with participating insurers; coordinated public relations and outreach activities related to the program; acted as a liaison with various advocacy groups.
- Managed *CenterCare*, a \$4 million managed care program providing services through contracts with 30 community health centers across the state; allocated resources to participating centers; developed and conducted training sessions on *CenterCare* program operations for health center staff; analyzed demographic and utilization data of participants.

**May 1990 to  
February 1992**      **Contract Manager**  
      **Department of Medical Security, Boston, MA**

- Coordinated the procurement process for both *CenterCare* and the Labor Shortage Initiative, which included writing Requests for Proposals (RFPs), reviewing and analyzing proposals, monitoring the contracting and administration of funded proposals, and acting as a liaison between interested parties;
- Monitored *CenterCare* by coordinating payments to contractors, conducting site visits at participating community health centers, and reporting on program status; managed administrative procedures and acted as a liaison between agencies for all contracts in accordance with regulations.

**October 1988 to  
May 1990**      **Contract Specialist**  
      **Office of the State Comptroller, Boston, MA**

- Assisted and instructed departments in the process of contract approval, as well as utilization of the state-wide automated accounting systems (MMARS);
- Developed policies in support of state regulations pertaining to contract approval.
- Supervised contract officers in the review and approval of statewide consultant contracts; created reports to monitor departmental activities; organized special projects.

**January 1988 to  
October 1988**      **Contract Officer**  
      **Office of the State Comptroller, Boston, MA**

- Reviewed and approved transactions on MMARS submitted by departments throughout the Commonwealth;
- Managed Tax Exempt Lease Purchase program of all departments in the Commonwealth;
- Utilized word processing and spreadsheet programs.

**September 1985 to  
January 1988**      **Administrative Assistant**  
      **Joseph M. Smith Community Health Center, Alston, MA**

- Provided assistance to the Executive Director in overall administration of health center,
- Assisted Finance Director in management of accounts, and prepared monthly invoices for all grant reimbursement, utilizing word processing and spreadsheet programs.
- Supervised the payroll system and managed personnel files for 60 employees;
- Acted as liaison between outside vendors and health center;
- Interviewed candidates for support staff positions.

#### **AFFILIATIONS**

Board of Directors NH Healthcare Workers for Climate Action 2021-present  
NH Oral Health Coalition Steering Committee 2022  
Recipient of 2007 NH Office of Minority Health Women's Health Recognition Award  
Recipient of 2006 National AHEC Center for Excellence Award in Community Programming  
Leadership New Hampshire 2003 Associate  
Member of National AHEC Organization  
Organizational Recipient of 2002 Champions in Diversity Award for Education

**References Available Upon Request**

**CONTRACTOR NAME**

**Key Personnel**

Name	Job Title	Salary Amount Paid from this Contract
Paula Smith	AHEC Director	\$9110
Jodi Harper	Associate Director	\$9000

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MAC



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

Leri A. Shibnette  
Commissioner

Patricia M. Tiley  
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

November 18, 2021

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **Sole Source** contract with Lamprey Health Care, Inc. (VC# 177677), Raymond, New Hampshire, in the amount of \$527,930 to implement a New Hampshire Healthcare Workforce Pathways project and provide "Culturally Effective Organization" trainings statewide, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through May 31, 2023. 100% Federal Funds.

Funds are available in the following account for State Fiscal Years 2022 and 2023 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.

05-95-90-901010-5771 HEALTH AND HUMAN SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, PUBLIC HEALTH SYSTEMS, POLICY AND PERFORMANCE, PH COVID-19 HEALTH DISPARITIES

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	074-500589	Grants for Pub Asst and Relief	90577100	\$263,965
2023	074-500589	Grants for Pub Asst and Relief	90577100	\$263,965
			Subtotal	\$527,930

**EXPLANATION**

This request is **Sole Source** because Southern New Hampshire Area Health Education Center, which is a department of Lamprey Health Care, Inc., is the only New Hampshire-based program that focuses on promoting health careers to New Hampshire residents, with an emphasis on minority, disadvantaged populations, and rural communities. Additionally, it is the only program that offers culturally effective organization trainings. The Southern New Hampshire Area Health Education Center program is uniquely qualified to address COVID-19 pandemic-related health care workforce shortages and disparities among populations who are at high risk of COVID-19.

The purpose of this request is to increase the healthcare workforce statewide and provide support to New Hampshire-based organizations serving disparate populations impacted by COVID-19. The Contractor, through its Southern New Hampshire Area Health Education Center, will support local organizations by creating a healthcare pathway pipeline program to expand the healthcare workforce. In addition, the Contractor will train and support local organizations to be culturally effective organizations in accordance with best practices and applicable laws. The New Hampshire-based organizations will be trained in implementing a range of practices to keep pace with a diversifying client/patient population and workforce. These practices have the potential to improve quality of care, enhance client/patient safety and satisfaction, and reduce health disparities. Through this training, New Hampshire-based organizations will retain a competitive edge in the marketplace as the trainings will enable them to meet legal, regulatory, and accreditation mandates, cultivate a stable and engaged workforce and improve the services provided to these populations.

The Department will monitor services by ensuring the Contractor:

- Completes an analysis that identifies regional healthcare workforce barriers by July 31, 2022.
- Trains 700 individuals to complete the LNA course, obtain licensure, and begin employment in New Hampshire.
- Conducts a Culturally Effective Organizations Framework Learning Forum by October 31, 2022.
- Provides 15 hours of training and technical assistance annually to eight to ten (8-10) New Hampshire-based organizations.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the attached agreement, the parties have the option to extend the agreement for up two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Council not authorize this request, expansion of the healthcare workforce and programming intended to build capacity of New Hampshire organizations and services for COVID-19 impacted populations may not be achievable, which would negatively impact the physical and mental well-being of these underserved populations.

Area served: Statewide

Source of Federal Funds: CFDA #93.391, FAIN NH75OT000031

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

Respectfully submitted,

DocuSigned by:  
*Lori A. Shibinette*  
240AD37E00EB485...

Lori A. Shibinette  
Commissioner

Subject: Health Disparities Reduction Services (SS-2022-DPHS-15-HEALTH-01)

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

**AGREEMENT**

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

**GENERAL PROVISIONS****1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Lamprey Health Care, Inc.		1.4 Contractor Address 207 S. Main Street, Newmarket, NH 03857	
1.5 Contractor Phone Number (603) 895-1514	1.6 Account Number 05-95-90-901010-5771	1.7 Completion Date May 31, 2023	1.8 Price Limitation \$527,930
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: <i>Gregory White</i> Date: 11/18/2021		1.12 Name and Title of Contractor Signatory Gregory White CEO	
1.13 State Agency Signature DocuSigned by: <i>Patricia M. Tilley</i> Date: 11/19/2021		1.14 Name and Title of State Agency Signatory Patricia M. Tilley Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) DocuSigned by: By: <i>J. Christopher Marshall</i> On: 11/19/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

**9. TERMINATION.**

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

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

submit to the State a Transition Plan for services under the Agreement.

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

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

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

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

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

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

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

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

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

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

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

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services  
Health Disparities Reduction Services**

**EXHIBIT A**

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**Revisions to Standard Agreement Provisions**

**1. Revisions to Form P-37, General Provisions**

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services  
Health Disparities Reduction Services**

**EXHIBIT B**

**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor shall provide the services in this Agreement to organizations that serve diverse and underserved populations.
- 1.2. The Contractor shall ensure services in this Agreement are available statewide.
- 1.3. For the purposes of this Agreement, all references to days shall mean business days.
- 1.4. For the purposes of this Agreement, all references to business hours shall mean Monday through Friday from 8:00 AM to 4:00 PM, excluding state and federal holidays.
- 1.5. The Contractor shall utilize the Department's Equity Review Toolkit for the projects in this Agreement to ensure an equity approach for all scope of work.
- 1.6. **Healthcare Workforce Pathways Project**

1.6.1. The Contractor shall implement a Healthcare Workforce Pathways (HWP) Project to outline solutions to the critical healthcare workforce shortages statewide, in five (5) distinct regions of the State, which include:

- 1.6.1.1. Concord/Lakes Region;
- 1.6.1.2. Manchester/Nashua Region;
- 1.6.1.3. Monadnock Region;
- 1.6.1.4. North Country Region; and
- 1.6.1.5. Seacoast Region.

1.6.2. The Contractor shall conduct HWP activities that include, but are not limited to:

- 1.6.2.1. Scheduling and planning monthly regional workforce meetings, with stakeholders and community partners to:
  - 1.6.2.1.1. Review workforce data and trends; and
  - 1.6.2.1.2. Assist with defining workforce issues and barriers.
- 1.6.2.2. Developing and distributing Regional Workforce Meetings agendas;
- 1.6.2.3. Convening and facilitating the Regional Workforce Meetings on a monthly basis;
- 1.6.2.4. Engaging stakeholders and community partners in discussions of current infrastructure development needs to

**New Hampshire Department of Health and Human Services  
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**EXHIBIT B**

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- address cultural and socioeconomic disparities and solutions to workforce challenges.
- 1.6.2.5. Developing a monthly newsletter that summarizes project activities and distributing the newsletter each month to all interested stakeholders via email.
  - 1.6.2.6. Identifying and establishing action plans to develop and implement initiatives vital to the health and growth of each of the five (5) identified regions.
  - 1.6.2.7. Collecting and tracking healthcare workforce data to accurately assess the range of workforce issues specific to each distinct region including, but not limited to:
    - 1.6.2.7.1. Barriers to recruitment; and
    - 1.6.2.7.2. Retention of diverse and underserved populations.
  - 1.6.3. The Contractor shall collaborate with stakeholders and community partners to determine what data exists pertaining to workforce challenges and COVID-19 related barriers.
  - 1.6.4. The Contractor shall ensure the availability of trainings and education programs in the five (5) identified regions by:
    - 1.6.4.1. Engaging employers and educational institutions to promote fair and equitable access to educational and career pathway opportunities;
    - 1.6.4.2. Facilitating discussions and reviewing data collected;
    - 1.6.4.3. Engaging stakeholders to identify barriers and define issues; and
    - 1.6.4.4. Identifying potential solutions and developing a sustainability plan to ensure the ability and capacity to train the number of individuals necessary to meet the workforce needs in the five (5) identified regions of the State.
  - 1.6.5. The Contractor shall ensure increased awareness of healthcare career opportunities in school-aged youth by collaborating with stakeholders and community partners to develop programs that provide school-aged youth with an understanding of healthcare career pathways and opportunities at an early age.
  - 1.6.6. The Contractor shall manage the New Hampshire Needs Caregivers Program to facilitate and manage an initiative to recruit, train and retain licensed nursing assistants (LNAs) to work in New Hampshire, which includes:

**New Hampshire Department of Health and Human Services  
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**EXHIBIT B**

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- 1.6.6.1. Encouraging individuals from underserved populations and vulnerable communities through a marketing and recruitment campaign that includes, but is not limited to, Public Service Announcements to highlight the rewards of working as a nurse aide caring for the State's older adults and disabled population; and
- 1.6.6.2. Increasing the awareness of the socioeconomic disparities and the need to develop a diverse workforce by expanding healthcare career pipelines and assisting interested individuals to secure financial support for:
  - 1.6.6.2.1. Training;
  - 1.6.6.2.2. Enrolling in an LNA training course; and
  - 1.6.6.2.3. Assisting applicants with overcoming:
    - 1.6.6.2.3.1. Barriers to starting and completing the LNA training course; and
    - 1.6.6.2.3.2. Securing employment.

**1.7. Culturally Effective Organizations Expansion Project**

- 1.7.1. The Contractor shall implement a Culturally Effective Organizations (CEOrgs) Expansion Project to expand access to trainings related to CEOrgs framework to all New Hampshire-based organizations in order to:
  - 1.7.1.1. Improve organizational cultural effectiveness;
  - 1.7.1.2. Improve care and promote equity;
  - 1.7.1.3. Build a culturally competent and responsive workforce; and
  - 1.7.1.4. Increase knowledge of evidence-based practices to promote system change in support of equity.
- 1.7.2. The Contractor shall expand access to trainings related to CEOrgs Framework by ensuring activities include, but are not limited to:
  - 1.7.2.1. Conducting CEOrgs framework learning forums for stakeholder groups; and
  - 1.7.2.2. Developing new educational sessions to enhance the existing CEOrgs Curriculum.
- 1.7.3. The Contractor shall support building a culturally competent and responsive workforce by providing fifteen (15) hours of training and technical assistance to eight to ten (8-10) organizations each year of the Agreement Term which will include, but is not limited to:

**New Hampshire Department of Health and Human Services  
Health Disparities Reduction Services**

**EXHIBIT B**

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- 1.7.3.1. An overview of the CEOrgs framework.
- 1.7.3.2. Assistance with completing an organizational assessment.
- 1.7.4. The Contractor shall ensure the organizations in 1.7.3, have increased knowledge of evidence-based practices to promote system change in support of equity by:
  - 1.7.4.1. Developing a CEOrgs learning community comprised of these organizations; and
  - 1.7.4.2. Facilitating quarterly meetings of the CEOrgs learning community.

**2. Exhibits Incorporated**

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

**3. Performance Measures**

- 3.1. The Department will monitor Contractor performance by ensuring:
  - 3.1.1. **Healthcare Workforce Pathways Project**
    - 3.1.1.1. A marketing campaign in accordance with 1.6.6 is developed and implemented no later than January 31, 2022.
    - 3.1.1.2. Relevant workforce data is collected by October 31, 2022.
    - 3.1.1.3. Feedback collected from participants is analyzed and strategies are developed to improve program participation and experience by December 31, 2022.
    - 3.1.1.4. Analysis of data and identification of barriers is established for each of the five (5) identified regions by September 30, 2022.
    - 3.1.1.5. Solutions and action plans are developed for each identified region no later than March 31, 2023.

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**EXHIBIT B**

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- 3.1.1.6. A sustainability plan in accordance with 1.6.4 is developed by March 31, 2023.
- 3.1.1.7. In Year One (1) of the Agreement Term, assistance is provided to 200 individuals to complete the LNA course, obtain licensure and begin employment in New Hampshire.
- 3.1.1.8. In Year Two (2) of the Agreement Term, assistance is provided to 325 individuals to complete the LNA course, obtain licensure and secure employment in New Hampshire.
- 3.1.2. **Culturally Effective Organizations Expansion Project**
  - 3.1.2.1. Fifteen (15) hours of training and technical assistance is provided to eight to ten (8-10) organizations by May 31 each year of the Agreement Term.
  - 3.1.2.2. A minimum of one (1) CEOrg framework learning forum is conducted by October 31, 2022.
  - 3.1.2.3. A minimum of one (1) new educational session to enhance the existing CEOrg Curriculum is developed by October 31, 2022.
  - 3.1.2.4. A CEOrg learning community is developed by May 31, 2023.
- 3.2. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 3.3. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

**4. Additional Terms**

- 4.1. **Impacts Resulting from Court Orders or Legislative Changes**
  - 4.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 4.2. **Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**
  - 4.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals

**New Hampshire Department of Health and Human Services  
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**EXHIBIT B**

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who are blind or have low vision; and individuals who have speech challenges.

**4.3. Credits and Copyright Ownership**

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

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

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

4.3.3.1. Brochures.

4.3.3.2. Resource directories.

4.3.3.3. Protocols or guidelines.

4.3.3.4. Posters.

4.3.3.5. Reports.

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

4.3.5. an eligibility determination and such other information as the Department

**New Hampshire Department of Health and Human Services  
Health Disparities Reduction Services**

**EXHIBIT B**

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**5. Records**

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

5.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

5.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

5.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**New Hampshire Department of Health and Human Services  
Health Disparities Reduction Services  
EXHIBIT C**

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**Payment Terms**

1. This Agreement is funded by 100% Federal Funds from the New Hampshire Initiative to Address COVID-19 Health Disparities, as awarded on May 27, 2021, by the Centers for Disease Control and Prevention, CFDA #93.391, FAIN NH75OT000031.
2. For the purposes of this Agreement:
  - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
  - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
  - 2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1 Budget through Exhibit C-4 Budget.
4. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [DPHSContractBilling@dhhs.nh.gov](mailto:DPHSContractBilling@dhhs.nh.gov), or invoices may be mailed to:

Financial Manager  
Department of Health and Human Services  
129 Peasant Street  
Concord, NH 03301
6. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

**New Hampshire Department of Health and Human Services  
Health Disparities Reduction Services  
EXHIBIT C**

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9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.

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

11. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

**12. Audits**

12.1. The Contractor must email an annual audit to [melissa.s.morin@dhhs.nh.gov](mailto:melissa.s.morin@dhhs.nh.gov) if any of the following conditions exist:

12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2. CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

**New Hampshire Department of Health and Human Services  
Health Disparities Reduction Services  
EXHIBIT C**

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12.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.



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Exhibit C-2 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Langrey Health Care, Inc.

Project Title: Health Disparities Reduction Services (Culturally Effective Organizations Expansion Project)

Budget Period: 10/01/2020-09/30/2021

Activity	Year Budgeted Cost			Contractor/Grant/Fund			Funded by Other Sources of the		
	2020	2021	2022	2020	2021	2022	2020	2021	2022
1. Personnel	1,100	1,100	1,100				1,100	1,100	1,100
2. Contract Services	3,000	3,000	3,000				3,000	3,000	3,000
3. Materials									
4. Travel									
5. Printing and Information									
6. Equipment									
7. Other									
8. Total	4,100	4,100	4,100				4,100	4,100	4,100
9. Capital Expenses									
10. Other									
11. Total									
12. Total	4,100	4,100	4,100				4,100	4,100	4,100
13. Total (including all items)	4,100	4,100	4,100				4,100	4,100	4,100
TOTAL	4,100	4,100	4,100				4,100	4,100	4,100

Contract No. A-7 (version 3/2020)

  
 Contract No. A-7  
 Date: 11/18/2021



DocuSign Envelope ID: 08182CE0-2002-4810-81EE-8285E7E0004E

Exhibit C-4 Budget

New Hampshire Department of Health and Human Services												
Contractor Name: Lamproy Health Care, Inc.												
Project Title: Health Disparities Reduction Services (Diversity Outreach Organization 2 separate Project)												
Budget Period: 03/01/2021-02/28/2022												
Job Item	2021			2022			Contractor Share (MAX)			Funded by 0000 Federal Share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Personnel	18,117	7,911	26,028									
2. Materials	1,287	24	1,311									
3. Equipment												
4. Travel												
5. Other												
6. Subcontract												
7. Other												
8. Total	19,404	7,935	27,339									
9. Contract	19,404	7,935	27,339									
10. Personnel												
11. Materials												
12. Equipment												
13. Travel												
14. Other												
15. Subcontract												
16. Other												
17. Total	19,404	7,935	27,339									
18. Contract	19,404	7,935	27,339									
19. Personnel												
20. Materials												
21. Equipment												
22. Travel												
23. Other												
24. Subcontract												
25. Other												
26. Total												
27. Contract												
28. Personnel												
29. Materials												
30. Equipment												
31. Travel												
32. Other												
33. Subcontract												
34. Other												
35. Total												
36. Contract												
37. Personnel												
38. Materials												
39. Equipment												
40. Travel												
41. Other												
42. Subcontract												
43. Other												
44. Total												
45. Contract												
46. Personnel												
47. Materials												
48. Equipment												
49. Travel												
50. Other												
51. Subcontract												
52. Other												
53. Total												
54. Contract												
55. Personnel												
56. Materials												
57. Equipment												
58. Travel												
59. Other												
60. Subcontract												
61. Other												
62. Total												
63. Contract												
64. Personnel												
65. Materials												
66. Equipment												
67. Travel												
68. Other												
69. Subcontract												
70. Other												
71. Total												
72. Contract												
73. Personnel												
74. Materials												
75. Equipment												
76. Travel												
77. Other												
78. Subcontract												
79. Other												
80. Total												
81. Contract												
82. Personnel												
83. Materials												
84. Equipment												
85. Travel												
86. Other												
87. Subcontract												
88. Other												
89. Total												
90. Contract												
91. Personnel												
92. Materials												
93. Equipment												
94. Travel												
95. Other												
96. Subcontract												
97. Other												
98. Total												
99. Contract												
100. Personnel												
101. Materials												
102. Equipment												
103. Travel												
104. Other												
105. Subcontract												
106. Other												
107. Total												
108. Contract												
109. Personnel												
110. Materials												
111. Equipment												
112. Travel												
113. Other												
114. Subcontract												
115. Other												
116. Total												
117. Contract												
118. Personnel												
119. Materials												
120. Equipment												
121. Travel												
122. Other												
123. Subcontract												
124. Other												
125. Total												
126. Contract												
127. Personnel												
128. Materials												
129. Equipment												
130. Travel												
131. Other												
132. Subcontract												
133. Other												
134. Total												
135. Contract												
136. Personnel												
137. Materials												
138. Equipment												
139. Travel												
140. Other												
141. Subcontract												
142. Other												
143. Total												
144. Contract												
145. Personnel												
146. Materials												
147. Equipment												
148. Travel												
149. Other												
150. Subcontract												
151. Other												
152. Total												



New Hampshire Department of Health and Human Services  
Exhibit D

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

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New Hampshire Department of Health and Human Services  
Exhibit D



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

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted.
  - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Vendor Name:

11/18/2021

Date

DocuSigned by:

*Gregory White*  
 Name: Gregory white  
 Title: CEO



New Hampshire Department of Health and Human Services  
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name:

11/18/2021

Date

DocuSigned by:

*Gregory White*

Name: Gregory white

Title: CEO

DS  
GW

Vendor Initials

11/18/2021

Date

New Hampshire Department of Health and Human Services  
Exhibit F



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

New Hampshire Department of Health and Human Services  
Exhibit F



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

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

**PRIMARY COVERED TRANSACTIONS**

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

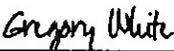
**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name:

11/18/2021

Date

DocuSigned by:  
  
 Name: Gregory white  
 Title: CEO

Contractor Initials   
 Date 11/18/2021



New Hampshire Department of Health and Human Services  
Exhibit G

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

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

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

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

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

Exhibit G

Contractor Initials

DS  
GW

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:

11/18/2021

Date

DocuSigned by:

*Gregory White*

Name: Gregory white

Title: CEO

Exhibit G

Contractor Initials

DS  
GW

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 H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

11/18/2021

Date

DocuSigned by:

*Gregory White*

Name: Gregory white

Title: CEO

DS  
GW

Contractor Initials

Date 11/18/2021

New Hampshire Department of Health and Human Services



Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY 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.

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Date 11/18/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

Contractor Initials DS



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

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

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

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

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Contractor Initials GW

Date 11/18/2021

New Hampshire Department of Health and Human Services



Exhibit I

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

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

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Contractor Initials

Date 11/18/2021



New Hampshire Department of Health and Human Services

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.

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New Hampshire Department of Health and Human Services.

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

Lamprey Health Care

~~The State of~~

~~Name of the Contractor~~

Patricia M. Tilley

Gregory White

Signature of Authorized Representative

Signature of Authorized Representative

Patricia M. Tilley

Gregory white

Name of Authorized Representative  
Director

Name of Authorized Representative

Title of Authorized Representative

CEO

Title of Authorized Representative

11/19/2021

11/18/2021

Date

Date

Contractor Initials 

Date 11/18/2021

New Hampshire Department of Health and Human Services  
Exhibit J



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

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

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

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

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

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

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

Contractor Name:

11/18/2021

Date

DocuSigned by:

*Gregory White*

Name: Gregory WHITE

Title: CEO



New Hampshire Department of Health and Human Services  
Exhibit J

**FORM A**

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

1. The DUNS number for your entity is: 040254401
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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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**B. Disposition**

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

**IV. PROCEDURES FOR SECURITY**

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

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

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

**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/doi/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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- 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