

24



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

Lori A. Weaver
Interim Commissioner

Patricia M. Tilley
Director

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

May 17, 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 Grant Agreement with Community Health Access Network (VC #162256-B001), Newmarket, NH, to improve asthma-related services in both medical and community organizations to reduce asthma-related illness and deaths, by increasing the price limitation by \$108,500 from \$360,366 to \$468,866 with no change to the contract completion date of August 31, 2024, effective July 1, 2023 or upon Governor and Council approval, whichever is later. 100% Federal Funds.

The original contract was approved by Governor and Council on October 13, 2021, item #25.

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

05-95-90-902010-74220000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS, DEPT OF, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMMUNITY HEALTH SERVICES, CHRONIC DISEASE, ASTHMA 100% Federal

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Program Services	90019004	\$99,500	\$0	\$99,500
2023	102-500731	Contracts for Program Services	90019004	\$120,400	\$0	\$120,400
			Subtotal	\$219,900	\$0	\$219,900

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 3

**05-95-90-904510-32290000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS,
DEPT OF, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PREVENTION & WELLNESS
ASTHMA 100% Federal**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	102-500731	Contracts for Program Services	90019004	\$120,400	\$0	\$120,400
2024	074-500589	Contracts for Program Services	90019004	\$0	\$103,500	\$103,500
2025	102-500731	Contracts for Program Services	90019004	\$20,066	\$0	\$20,066
2025	074-500589	Contracts for Program Services	90019004	\$0	\$5,000	\$5,000
			Subtotal	\$140,466	\$108,500	\$248,966
			Total	\$360,366	\$108,500	\$468,866

EXPLANATION

This request is **Sole Source** because MOP 150 requires all amendments to agreements previously approved as sole source to be identified as sole source. The Contractor is uniquely qualified to improve these asthma-related services in both medical and community organizations to reduce asthma related illness and deaths. The Contractor is the only Health Center Controlled Network in New Hampshire, as well as nationally, that supports an integrated clinical and administrative data infrastructure for five (5) Federally Qualified Health Centers using GE Centricity Electronic Medical Records for their patient population. As the state's only Health Center Controlled Network with this integrated data infrastructure, the Contractor is uniquely positioned and able to improve quality of care and care coordination for patients with asthma.

The purpose of this request is to enable the Contractor to establish additional community partners to provide asthma education, communication, asthma self-management, caregiver education, and provide home visiting assessments to identify asthma home triggers to reduce emergency department visits and hospital admissions. The capacity of emergency departments and hospitals is critically thin and adds stress to the healthcare system.

Approximately 13,000 adults and children will be served through August 31, 2024.

The services in this agreement are offered primarily through a network of preventive health care providers, such as Federally Qualified Health Centers. The Contractor also provides on-site training for medical staff at the health care centers. The network sites serve an estimated 94,776 New Hampshire residents at various federally qualified health care center locations, statewide.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

Should the Governor and Council not authorize this request, the Department's ability to reduce complications due to asthma will be significantly limited. In addition, there may be an unnecessary increase in New Hampshire's health and economic burden due to an increase in asthma-related Emergency Department visits and admissions, negatively impacting citizens statewide.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number 93.070, FAIN NUE1EH001391

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

Respectfully submitted,




Lori A. Weaver
Interim Commissioner

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

This Amendment to the Asthma Control Through Evidence-Based Interventions Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and the Community Health Access Network ("Grantee").

WHEREAS, pursuant to an agreement ("Grant Agreement") approved by the Governor and Executive Council on October 13, 2021 (Item #25), the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement and in consideration of certain sums specified; and

WHEREAS, pursuant to the Grant Agreement, General Provisions, Paragraph 20, and Exhibit C, Revisions to Standard Grant Agreement Provisions, Subsection 1.2, the Grant Agreement may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form G-1 General Provisions, Block 1.8, Grant Limitation, to read:
\$468,866
2. Form G-1 General Provisions, Block 1.9, Grant Officer for State Agency, to read:
Robert W. Moore, Director
3. Modify Exhibit B, Payment Terms, Section 2 to read:
 2. This Agreement is funded by 100% Federal Funds through the Comprehensive Public Health Approach to Asthma Control Through Evidence-Based Interventions Grant as awarded on June 9, 2021 and May 30, 2022, by the U.S. Centers for Disease Control and Prevention, Assistance Listing Number 93.070, FAIN NUE1EH001391.
4. Modify Exhibit B, Payment Terms, Section 4 to read:
 4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit B-1, SFY 2022 Budget through Exhibit B-4, SFY 2025 Budget - Amendment #1.
5. Modify Exhibit B-3, SFY 2024 Budget, by replacing it in its entirety with Exhibit B-3, SFY 2024 Budget - Amendment #1, which is attached hereto and incorporated by reference herein.
6. Modify Exhibit B-4, SFY 2025 Budget, by replacing it in its entirety with Exhibit B-4, SFY 2025 Budget - Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Grant Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2023 or upon Governor and Council approval, whichever is later.

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

State of New Hampshire
Department of Health and Human Services

5/25/2023

Date

DocuSigned by:

Patricia M. Tilley

DEF1505E073E407

Name: Patricia M. Tilley

Title: director

Community Health Access Network

5/23/2023

Date

DocuSigned by:

Gary Noseworthy

DEF1505E073E407

Name: Gary Noseworthy

Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

5/27/2023

Date

DocuSigned by:
Robyn Guarino

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:

New Hampshire Department of Health and Human Services

Contractor Name: Community Health Access Network
 Budget Request for: Asthma Control Through Evidence-Based Interventions
 Budget Period: 7/1/2023 - 6/30/24
 Indirect Cost Rate (if applicable): 5.56%

Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match
1. Salary & Wages	\$1,746	\$0
2. Fringe Benefits	\$376	\$0
3. Consultants		
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0	\$0
5.(a) Supplies - Educational	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0
5.(e) Supplies Office	\$0	\$0
6. Travel	\$0	\$0
7. Software	\$0	\$0
8. (a) Other - Marketing/ Communications	\$0	\$0
8. (b) Other - Education and Training	\$0	\$0
8. (c) Other - Other (specify below)		
Other (please specify)	\$0	\$0
Other (please specify)	\$0	\$0
Other (please specify)	\$0	\$0
Other (please specify)	\$0	\$0
	\$95,923	\$0
9. Subrecipient Contracts		
Total Direct Costs	\$98,045	\$0
Total Indirect Costs	\$5,455	\$0
TOTAL	\$103,500	\$0

Contractor Initials GN

Date 5/23/2023

New Hampshire Department of Health and Human Services

Contractor Name: *Community Health Access Network*

Budget Request for: *Asthma Control Through Evidence-Based Interventions*

Budget Period: *7/1/24 - 08/31/2024*

Indirect Cost Rate (if applicable): *10.00%*

Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match
1. Salary & Wages	\$291	\$0
2. Fringe Benefits	\$64	\$0
3. Consultants		
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0	\$0
5.(a) Supplies - Educational	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0
5.(e) Supplies Office	\$0	\$0
6. Travel	\$0	\$0
7. Software	\$0	\$0
8. (a) Other - Marketing/ Communications	\$0	\$0
8. (b) Other - Education and Training	\$0	\$0
8. (c) Other - Other (specify below)		
<i>Other (please specify)</i>	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0
	\$4,190	\$0
9. Subrecipient Contracts		
Total Direct Costs	\$4,545	\$0
Total Indirect Costs	\$455	\$0
TOTAL	\$5,000	\$0

DS
GN

Contractor Initials _____

Date 5/23/2023

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 COMMUNITY HEALTH ACCESS NETWORK is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 26, 1996. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 248463

Certificate Number: 0006228856



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of May A.D. 2023.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

I, Kris McCracken of __Community Health Access Network__ (company) do hereby certify that:

1. I am the Board Chair of __Community Health Access Network__ (company).
2. That the Executive Director is hereby authorized on behalf of this company to enter into said contracts with the State, and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate, and Gary Noseworthy is the duly elected Executive Director of this company.
3. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the company and that this authorization shall remain valid for thirty (30) days from the date of this certificate.



Name: Kris McCracken

Title: Board Chair

Company Name: Community Health Access Network

05/18/2023

Date



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

May 18, 2023

State of NH
Department of Health and Human Services
129 Pleasant Street
Concord NH 03301

Account Information:

Policy Holder Details :	COMMUNITY HEALTH ACCESS NETWORK
--------------------------------	--

 **Contact Us**

Need Help?

Chat online or call us at
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,
Your Hartford Service Team



Community Health Access Network (CHAN)

Mission Statement

CHAN's mission is to enable our member agencies to develop the programs and resources necessary to assure access to efficient, effective health care for all clients in our communities, particularly the uninsured, Medicaid, and medically underserved populations.



COMMUNITY HEALTH ACCESS NETWORK

**FINANCIAL STATEMENTS
SEPTEMBER 30, 2022 AND 2021**

COMMUNITY HEALTH ACCESS NETWORK

Contents
September 30, 2022 and 2021

	<u>Pages</u>
Independent Auditor's Report	1 - 1A
Financial Statements:	
Statements of Financial Position	2
Statements of Activities and Changes in Net Assets	3
Statements of Cash Flows	4
Statements of Functional Expenses	5
Notes to Financial Statements	6 - 13



50 Washington Street
Westborough, MA 01581
508.366.9100
aafcpcpa.com

Independent Auditor's Report

To the Board of Directors of
Community Health Access Network:

Opinion

We have audited the financial statements of Community Health Access Network (a New Hampshire corporation, not for profit) (the Organization), which comprise the statements of financial position as of September 30, 2022 and 2021, and the related statements of activities and changes in net assets, cash flows, and functional expenses for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Community Health Access Network as of September 30, 2022 and 2021, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements (Continued)

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

AAFCPA, Inc.

Westborough, Massachusetts
April 19, 2023

COMMUNITY HEALTH ACCESS NETWORKStatements of Financial Position
September 30, 2022 and 2021

Assets	2022	2021
Current Assets:		
Cash	\$ 339,161	\$ 401,373
Grants receivable	205,632	186,813
Membership and other receivables	28,612	13,110
Prepaid expenses	223,895	260,398
Total current assets	797,300	861,694
Restricted Cash	709,893	678,807
Computer Systems in Process	-	42,412
Property and Equipment, net	183,884	173,572
Total assets	\$ 1,691,077	\$ 1,756,485
Liabilities and Net Assets		
Current Liabilities:		
Accounts payable and accrued expenses	\$ 322,095	\$ 317,974
Deferred revenue	17,081	23,684
Total liabilities	339,176	341,658
Net Assets:		
Without donor restrictions:		
Operating	458,124	526,799
Property and equipment	183,884	209,221
Board designated	709,893	678,807
Total net assets without donor restrictions	1,351,901	1,414,827
Total liabilities and net assets	\$ 1,691,077	\$ 1,756,485

COMMUNITY HEALTH ACCESS NETWORK**Statements of Activities and Changes in Net Assets
For the Years Ended September 30, 2022 and 2021**

	<u>2022</u>	<u>2021</u>
Operating Revenue:		
Grant funds used to defray operating expenses	\$ 2,204,178	\$ 2,821,284
Shared services income	1,468,360	1,368,637
Interest and other income	161,725	244,946
Membership dues	131,449	131,335
Licenses - electronic prescribing	57,887	48,723
Consulting income	51,190	13,838
	<u>4,074,789</u>	<u>4,628,763</u>
Operating Expenses:		
Program services	3,824,215	4,366,846
General and administrative	423,240	301,912
	<u>4,247,455</u>	<u>4,668,758</u>
Changes in net assets without donor restrictions from operations	<u>(172,666)</u>	<u>(39,995)</u>
Non-Operating Revenue:		
Member and shared services funding for capital acquisitions	99,856	84,354
Grant funding for capital acquisitions	9,884	51,410
	<u>109,740</u>	<u>135,764</u>
Changes in net assets without donor restrictions	(62,926)	95,769
Net Assets Without Donor Restrictions:		
Beginning of year	<u>1,414,827</u>	<u>1,319,058</u>
End of year	<u>\$ 1,351,901</u>	<u>\$ 1,414,827</u>

COMMUNITY HEALTH ACCESS NETWORK

Statements of Cash Flows

For the Years Ended September 30, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Cash Flows from Operating Activities:		
Changes in net assets without donor restrictions	\$ (62,926)	\$ 95,769
Adjustments to reconcile changes in net assets without donor restrictions to net cash and restricted cash provided by (used in) operating activities:		
Depreciation	162,923	167,942
Member and shared services funding for capital acquisitions	(99,856)	(84,354)
Grant funding for capital acquisitions	(9,884)	(51,410)
Changes in operating assets and liabilities:		
Grants receivable	(18,819)	(85,249)
Membership and other receivables	(15,502)	33,748
Prepaid expenses	36,503	(9,764)
Accounts payable and accrued expenses	10,884	151,488
Deferred revenue	(6,603)	(11,417)
	<u>(3,280)</u>	<u>206,753</u>
Net cash and restricted cash provided by (used in) operating activities		
Cash Flows from Investing Activities:		
Acquisition of property and equipment	(137,586)	(114,772)
Increase in computer systems in process	-	(42,412)
	<u>(137,586)</u>	<u>(157,184)</u>
Net cash and restricted cash used in investing activities		
Cash Flows from Financing Activities:		
Member and shared services funding for capital acquisitions	99,856	84,354
Grant funding for capital acquisitions	9,884	51,410
	<u>109,740</u>	<u>135,764</u>
Net cash and restricted cash provided by financing activities		
Net Change in Cash and Restricted Cash	<u>(31,126)</u>	<u>185,333</u>
Cash and Restricted Cash:		
Beginning of year	<u>1,080,180</u>	<u>894,847</u>
End of year	<u>\$ 1,049,054</u>	<u>\$ 1,080,180</u>
Reconciliation of Cash and Restricted Cash Reported Within the Statements of Financial Position:		
Cash	\$ 339,161	\$ 401,373
Restricted cash	<u>709,893</u>	<u>678,807</u>
Total cash and restricted cash	<u>\$ 1,049,054</u>	<u>\$ 1,080,180</u>
Supplemental Disclosure of Cash Flow Information:		
Property and equipment financed through accounts payable	<u>\$ -</u>	<u>\$ 6,763</u>

COMMUNITY HEALTH ACCESS NETWORK

Statements of Functional Expenses

For the Years Ended September 30, 2022 and 2021

	2022			2021		
	Program Services	General and Administrative	Total	Program Services	General and Administrative	Total
Salaries and Related:						
Salaries	\$ 841,146	\$ 286,675	\$ 1,127,821	\$ 752,712	\$ 202,033	\$ 954,745
Fringe benefits	100,830	34,364	135,194	88,133	23,655	111,788
Payroll taxes	63,700	21,710	85,410	56,295	15,110	71,405
Total salaries and related	<u>1,005,676</u>	<u>342,749</u>	<u>1,348,425</u>	<u>897,140</u>	<u>240,798</u>	<u>1,137,938</u>
Operating Expenses:						
Pass-through expenses	1,492,751	-	1,492,751	2,084,479	-	2,084,479
Computer operations	794,125	-	794,125	830,411	-	830,411
Contracted staff	191,689	-	191,689	180,478	-	180,478
Office supplies	51,057	13,703	64,760	5,013	1,345	6,358
Other	58,408	1,070	59,478	57,860	937	58,797
Legal and accounting	-	53,731	53,731	-	39,040	39,040
Insurance	19,843	5,325	25,168	17,979	4,826	22,805
Staff training, conferences and recruiting	20,094	-	20,094	19,908	-	19,908
Occupancy	15,413	4,136	19,549	46,878	12,583	59,461
Postage and printing	5,542	1,487	7,029	7,755	2,082	9,837
Travel and transportation	4,803	532	5,335	84	-	84
Telephone	1,891	507	2,398	1,119	301	1,420
Consulting	-	-	-	49,800	-	49,800
Total operating expenses	<u>2,655,616</u>	<u>80,491</u>	<u>2,736,107</u>	<u>3,301,764</u>	<u>61,114</u>	<u>3,362,878</u>
Total expenses before depreciation	<u>3,661,292</u>	<u>423,240</u>	<u>4,084,532</u>	<u>4,198,904</u>	<u>301,912</u>	<u>4,500,816</u>
Depreciation	<u>162,923</u>	<u>-</u>	<u>162,923</u>	<u>167,942</u>	<u>-</u>	<u>167,942</u>
Total expenses	<u>\$ 3,824,215</u>	<u>\$ 423,240</u>	<u>\$ 4,247,455</u>	<u>\$ 4,366,846</u>	<u>\$ 301,912</u>	<u>\$ 4,668,758</u>

The accompanying notes are an integral part of these statements.

COMMUNITY HEALTH ACCESS NETWORK

Notes to Financial Statements
September 30, 2022 and 2021

1. OPERATIONS AND NONPROFIT STATUS

Community Health Access Network (the Organization) is a non-stock, nonprofit corporation organized in New Hampshire. The Organization is a member organization composed of six members and four affiliate members who are nonprofit Federally Qualified Health Center providers. The Organization's primary purpose is to enable member agencies to develop the program and other resources necessary to assure access to efficient, effective quality health care for all clients in agency communities, particularly the uninsured, Medicaid, and medically underserved populations. The Organization hosts a central Electronic Health Record (EHR), Practice Management billing system and a data warehouse to support the member's reporting needs and facilitates shared learning of best practices among its members.

The Organization is exempt from Federal income taxes as an organization (not a private foundation) formed for charitable purposes under Section 501(c)(3) of the Internal Revenue Code (IRC). The Organization is also exempt from state income taxes. Donors may deduct contributions made to the Organization within the requirements of the IRC.

2. SIGNIFICANT ACCOUNTING POLICIES

The Organization's financial statements have been prepared in accordance with generally accepted accounting standards and principles (U.S. GAAP) established by the Financial Accounting Standards Board (FASB). References to U.S. GAAP in these notes are to the FASB Accounting Standards Codification (ASC).

Estimates

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

Grants Receivable

The Organization receives grants from various donors. The Organization writes off uncollectible grants receivable upon determining they will not be collected. There was no allowance for uncollectible accounts for grants receivable as of September 30, 2022 and 2021.

Membership and Other Receivables

The Organization's membership receivables consist of amounts due for membership fees and shared services fees and are stated at unpaid balances of the amount of consideration to which the Organization expects to be entitled in exchange for the services provided. The Organization receives implicit price concessions based upon management's experience and other circumstances which may affect the ability of members to meet the obligations. Receivables are considered impaired if payment is not received in accordance with the contractual terms. The Organization writes off uncollectible membership and other receivables account balances upon determining they will not be collected. The beginning balance of membership and other receivables at October 1, 2020, was \$46,858.

COMMUNITY HEALTH ACCESS NETWORK

Notes to Financial Statements
September 30, 2022 and 2021

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Equipment and Depreciation

Property and equipment are recorded at cost when purchased. Donated property and equipment are recorded at fair value at the time of the donation. Renewals and betterments are capitalized, while repairs and maintenance are expensed as they are incurred.

Depreciation is computed using the straight-line method over the estimated useful lives of three to five years.

Fair Value Measurements

The Organization follows the accounting and disclosure standards pertaining to *Fair Value Measurements* for qualifying assets and liabilities. Fair value is defined as the price that the Organization would receive upon selling an asset or pay to settle a liability in an orderly transaction between market participants.

The Organization uses a framework for measuring fair value that includes a hierarchy that categorizes and prioritizes the sources used to measure and disclose fair value. This hierarchy is broken down into three levels based on inputs that market participants would use in valuing the financial instruments based on market data obtained from sources independent of the Organization. Inputs refer broadly to the assumptions that market participants would use in pricing the financial instrument, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the financial instrument developed based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset developed based on the best information available.

The three-tier hierarchy of inputs is summarized in the three broad levels as follows:

- Level 1: Inputs that reflect unadjusted quoted prices in active markets for identical assets at the measurement date.
- Level 2: Inputs other than quoted prices that are observable for the asset either directly or indirectly, including inputs in markets that are not considered to be active.
- Level 3: Inputs that are unobservable and which require significant judgment or estimation.

An asset or liability's level within the framework is based upon the lowest level of any input that is significant to the fair value measurement. All of the Organization's qualifying assets and liabilities are valued using Level 1 inputs.

Expense Classification

Certain categories of expenses are attributable to both program services and general and administrative and are allocated on a reasonable basis that is consistently applied. The expenses that are allocated are salaries, fringe benefits and payroll taxes, which are allocated on the basis of time and effort; occupancy costs, which are allocated based on square footage; and other expenses, which are allocated based on a pro-rata percentage of the overall expenses of the Organization.

COMMUNITY HEALTH ACCESS NETWORK

Notes to Financial Statements
September 30, 2022 and 2021

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)**Revenue Recognition***Grant Funds Used to Defray Operating Expenses*

In accordance with ASC Subtopic 958-605, *Revenue Recognition*, the Organization must determine whether a contribution (or a promise) is conditional or unconditional for transactions deemed to be a contribution. A contribution is considered to be a conditional contribution if an agreement includes a barrier that must be overcome, and either a right of return of assets or a right of release of a promise to transfer assets exists. Indicators of a barrier include measurable performance-related barrier or other measurable barriers, a stipulation that limits discretion by the recipient on the conduct of an activity, and stipulations that are related to the purpose of the agreement. Topic 958 prescribes that the Organization should not consider probability of compliance with the barrier when determining if such awards are conditional and should be reported as conditional grant advance liabilities until such conditions are met. See Note 8 for disclosure of the Organization's conditional grants at September 30, 2022 and 2021.

The Organization's primary source of revenue is from various Federal and New Hampshire state agencies and is shown as grant funds used to defray operating expenses in the accompanying statements of activities and changes in net assets. Amounts received under these grants have been recorded in accordance with ASC Subtopic 958. These conditional contributions are recognized as services are provided or as costs are incurred, as the conditions are satisfied.

Membership Dues and Shared Services Income

The Organization generally measures revenue for qualifying exchange transactions based on the amount of consideration the Organization expects to be entitled for the transfer of goods or services to a client, then recognizes this revenue when or as the Organization satisfies its performance obligations under a contract, except in transactions where U.S. GAAP provides other applicable guidance. The Organization evaluates its revenue contracts with customers based on the five-step model under Topic 606: (1) Identify the contract with the customer; (2) Identify the performance obligations in the contract; (3) Determine the transaction price; (4) Allocate the transaction price to separate performance obligations; and (5) Recognize revenue when (or as) each performance obligation is satisfied.

Within the accompanying statements of activities and changes in net assets, membership dues revenue is based on prices quoted in the individual member contracts and is recognized in accordance with Topic 606. Services are generally provided on an annual basis incident to separate membership agreements with each member. The Organization records any membership dues received before services are performed in deferred revenue. The Organization has an obligation to host information technology infrastructure and provide data warehousing for each affiliate. This is considered a single performance obligation and the performance obligations under the agreements are satisfied evenly over the year as the affiliate receives the benefits provided by the Organization.

Shared services revenue is also recognized in accordance with Topic 606. Services are generally provided on an annual basis incident to separate agreements with each member defining the required services. The Organization has an obligation to provide access, data storage and reporting in the Electronic Health Records (EHR) system for patients and billing processing software for services provided for members' patients. The transaction price is calculated annually based on the Organization's estimated budgeted expenses. Management determines the history of payments and assesses any implicit price considerations at that time. If additional licenses are purchased by a member, the cost of their portion of shared services increases while other members' fees remain the same. These fees are allocated to the members based on the number of licenses purchased for the EHR and any other software usage or licenses.

COMMUNITY HEALTH ACCESS NETWORK

Notes to Financial Statements
September 30, 2022 and 2021

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue Recognition (Continued)

Membership Dues and Shared Services Income (Continued)

The Organization records any shared services income received before services are performed in deferred revenue. The performance obligations are satisfied and the revenue is recognized monthly as individual invoices are issued to members, and as members receive the benefits provided by the Organization.

Consulting Income

Consulting income is also recognized in accordance with Topic 606. This consists of various additional consulting projects that the Organization completes for members from time to time and as requested. There are separate contracts for these projects which outline the performance obligations to be completed by the Organization. The price for these projects can either be set at a fixed fee or may be based on time incurred on the project. Revenue is recognized over the course of the project based on the performance obligations outlined in the contracts.

Licenses - Electronic Prescribing

Licenses - electronic prescribing is also recognized in accordance with Topic 606. This consists of fees for licenses issued for electronic prescribing. There are separate agreements for these licenses which outline the time period the license is to be provided. The price for these fees is fixed and revenue is recognized over the term of the licensing agreement.

Interest and Other Income

Interest and other income are recorded when earned. During fiscal years 2022 and 2021, there was \$331 and \$985, respectively, of interest income recorded. Included in other income is \$159,195 and \$231,586 for the years ended September 30, 2022 and 2021, respectively, for fees earned for additional licenses that the Organization provides to its members when needed. These fees for additional licenses are recognized in accordance with Topic 606 and over the period of time each license is effective.

Net Assets

Net Assets Without Donor Restrictions

Net assets without donor restrictions represent resources which bear no external donor restrictions and are available to carry out the Organization's programs. Net assets without donor restrictions have been categorized as follows:

Operating - represents funds available to carry on the operations of the Organization.

Property and Equipment - reflect and account for the activities relating to the Organization's property and equipment and computer systems in process, net of related debt, if any.

Board Designated - represents funds set aside by the Board of Directors to fund future capital acquisitions. These funds are included in restricted cash in the accompanying statements of financial position.

COMMUNITY HEALTH ACCESS NETWORK

Notes to Financial Statements
September 30, 2022 and 2021

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Net Assets (Continued)

Net Assets With Donor Restrictions

Net assets with donor restrictions include amounts received with donor restrictions which have not yet been expended for their designated purposes. There were no net assets with donor restrictions at September 30, 2022 or 2021.

Income Taxes

The Organization accounts for uncertainty in income taxes in accordance with ASC Topic, *Income Taxes*. This standard clarifies the accounting for uncertainty in tax positions and prescribes a recognition threshold and measurement attribute for the financial statements regarding a tax position taken or expected to be taken in a tax return. The Organization has determined that there are no uncertain tax positions which qualify for either recognition or disclosure in the financial statements at September 30, 2022 and 2021. The Organization's information returns are subject to examination by Federal and state jurisdictions.

Funding

The Organization received 99% and 100% of grant funds used to defray operating expenses for the years ended September 30, 2022 and 2021, respectively, from the U.S. Department of Health and Human Services directly, or through subcontract agreements. Grants receivable is 99% and 100% due from the U.S. Department of Health and Human Services at September 30, 2022 and 2021, respectively. Payments to the Organization are subject to audit by the appropriate government agency. In the opinion of management, such audits, if any, will not have a material effect on the financial position of the Organization as of September 30, 2022 and 2021, or on its changes in net assets for the years then ended.

Statements of Activities and Changes in Net Assets

Transactions deemed by management to be ongoing, major, or central to the provision of program services are reported as operating revenue and operating expenses in the accompanying statements of activities and changes in net assets. Non-operating revenue includes grant and member and shared services funding for capital acquisitions.

Cash and Restricted Cash

For the purpose of the statements of cash flows, cash consists of various checking accounts and restricted cash consists of a money market account that is Board designated for future capital acquisitions (see page 9).

Subsequent Events

Subsequent events have been evaluated through April 19, 2023, which is the date the financial statements were available to be issued. There were no events that met the criteria for recognition or disclosure in the financial statements.

COMMUNITY HEALTH ACCESS NETWORKNotes to Financial Statements
September 30, 2022 and 2021**3. PROPERTY AND EQUIPMENT**

Property and equipment consist of the following at September 30:

	<u>2022</u>	<u>2021</u>
Equipment	\$ 3,465,926	\$ 3,292,691
Furniture and fixtures	19,562	19,562
	<u>3,485,488</u>	<u>3,312,253</u>
Less - accumulated depreciation	<u>3,301,604</u>	<u>3,138,681</u>
	<u>\$ 183,884</u>	<u>\$ 173,572</u>

The Organization also had \$42,412 of computer systems in process as of September 30, 2021. These computer system projects started during fiscal year 2021 and were fully implemented and began depreciating in fiscal year 2022.

4. LINE OF CREDIT

The Organization had available \$50,000 under a line of credit agreement as of September 30, 2021. During fiscal year 2022, the line of credit available was increased to \$150,000 as of September 30, 2022. Borrowings under the agreement are due on demand and interest is payable monthly at the *Wall Street Journal's* prime rate (6.25% and 3.25% at September 30, 2022 and 2021, respectively), plus 1%. The interest rate is subject to a floor of 4%. The line of credit is secured by all property and equipment and accounts receivable of the Organization. As of September 30, 2022 and 2021, there were no outstanding balances under this agreement. The Organization was in compliance with certain covenants as specified in the agreement as of September 30, 2022 and 2021. The line of credit is renewable annually.

5. FACILITY LEASE

The Organization leases office space from a related party (see Note 9) under an operating lease that expired on September 30, 2022. The agreement was not renewed subsequent to year end and the Organization is paying on a month-to-month basis. Total rent expense, including certain utilities and maintenance fees (CAM charges), under the lease was \$19,549 and \$59,461 for the years ended September 30, 2022 and 2021, respectively, and is shown as occupancy in the accompanying statements of functional expenses.

6. CONCENTRATION OF CREDIT RISK

The Organization maintains its cash balances in a financial institution in New Hampshire. At certain times during the year, the balances in some of these accounts exceeded the maximum amount of insurance provided by the Federal Deposit Insurance Corporation. The Organization has not experienced any losses in such accounts. The Organization believes it is not exposed to any significant credit risk on cash.

7. RETIREMENT PLAN

The Organization maintains a tax-sheltered annuity plan (TSA) covered under Section 403(b) of the IRC. The Organization contributes 3% to 7% of each employee's annual compensation based on years of service. Retirement contributions totaled \$37,609 and \$35,871 for the years ended September 30, 2022 and 2021, respectively, which are included in fringe benefits in the accompanying statements of functional expenses.

COMMUNITY HEALTH ACCESS NETWORK

Notes to Financial Statements
September 30, 2022 and 2021

8. CONDITIONAL GRANTS

During fiscal years 2022 and 2021, the Organization was awarded multiple other conditional commitments from various Federal and New Hampshire state agencies, which contain funder-imposed conditions that represent a barrier that must be overcome, as well as a release from obligations. The Organization recognizes related revenue from these government contracts when funder-imposed conditions are substantially met (see Note 2). The funder-imposed conditions for these contract revenues include the requirement for the Organization to incur qualifying expenses. These commitments are not included in the accompanying financial statements.

Total amounts committed for specific purposes, but not recognized as of September 30, 2022 and 2021, summarized by type of organization, are as follows:

	<u>2022</u>	<u>2021</u>
Federal agencies	\$ 1,399,761	\$ 1,228,489
New Hampshire state agencies	1,269,705	780,554
Private grants	<u>42,358</u>	<u>53,269</u>
Total	<u>\$ 2,711,824</u>	<u>\$ 2,062,312</u>

9. RELATED PARTY

In the normal course of business, the Organization purchases information technology and specific administrative services from certain members. For the years ended September 30, 2022 and 2021, these services totaled \$191,689 and \$180,478, respectively, which are shown as contracted staff in the accompanying statements of functional expenses. The Organization also leases space from a member (see Note 5).

The Organization's revenue generated from member dues, shared services income, and member funded capital acquisitions totaled approximately \$1,950,827 and \$1,864,313 for the years ended September 30, 2022 and 2021, respectively.

10. LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The Organization's financial assets available for use within one year from the statements of financial position date are as follows as of September 30:

	<u>2022</u>	<u>2021</u>
Cash	\$ 339,161	\$ 401,373
Grants receivable	205,632	186,813
Membership and other receivables	<u>28,612</u>	<u>13,110</u>
Financial assets available to meet cash needs for general expenditures within one year	<u>\$ 573,405</u>	<u>\$ 601,296</u>

The Organization's financial assets are available for use to cover its obligations as they become due. As of September 30, 2022 and 2021, the Organization has financial assets equal to approximately two months of operating expenses. The Organization also has Board designated net assets of \$709,893 and \$678,807 as of September 30, 2022 and 2021, respectively, which are available for use with Board approval. Additionally, in the event of an unanticipated liquidity need, management has available up to \$150,000 and \$50,000 under a line of credit as of September 30, 2022 and 2021, respectively, as discussed in Note 4.

COMMUNITY HEALTH ACCESS NETWORK

Notes to Financial Statements
September 30, 2022 and 2021

11. SUBSEQUENT EVENT

In fiscal year 2023, the Organization is converting to a new EHR system to support their members operations. The Organization will continue to provide access, data storage and reporting in the EHR system for patients and billing processing for services provided for members' patients. Upon completion of the conversion, there will be a change in the methodology for calculating the shared service fees and dues that the Organization earns. The Organization will begin to bill their members based on collections of the members claims submitted for reimbursement to third party insurance payors which is reflective of services provided.

Community Health Access Network
Board Members

Rossana Goding
Healthcare for the Homeless, Manchester

[REDACTED]
[REDACTED]

Russell Keene, Secretary
Health First Family Care Center

[REDACTED]
[REDACTED]
[REDACTED]

Janet Laatsch
Greater Seacoast Community Health

[REDACTED]
[REDACTED]
[REDACTED]

Meagan Marshall
Shackelford County Community Health Center

[REDACTED]
[REDACTED]
[REDACTED]

Kris McCracken, Board Chair/President
Amoskeag Health Center

[REDACTED]
[REDACTED]
[REDACTED]

Gregory White, Treasurer
Lamprey Health Center

[REDACTED]
[REDACTED]
[REDACTED]

6 voting members
0 independent voting members

Gary L. Noseworthy

Analytical Business Strategy & Operations Executive

Authentic executive leader with a powerful work ethic and exceptional critical thinking and communication skills with extensive experience positioning companies for rapid growth. Skilled in change management, identifying and maturing key strategic alliances, and merger and acquisition transactions. Diverse industry experience including technology, healthcare, clinical research, and government contracting/ grants. Known for rapidly assessing leading-edge technologies' applications and leveraging them to enhance business performance.

- Operations Management
- Strategic Planning
- Information Systems
- Continuous Improvement
- KPIs & Goal Setting
- Change Management
- Mergers & Acquisitions
- Resource Management
- Fiscal Management

Career Highlights

Turnarounds & Startups

- Rebuilt and positioned a government and commercial systems integration organization with global presence, increasing revenue 80% in 6 years with a 15% EBITDA.
- Founded business process automation startup, achieving successive year growth of doubling revenue during years 2 through 5, and selling assets for a tenfold ROI.
- Led enterprise systems transformation, location expansion, and staff growth of a research firm, resulting in a 42% revenue increase with 21% EBITDA in 5 years.

Mergers & Acquisitions - Due Diligence

- Participated in 13 M&A transactions (4 as the buyer), leading due diligence and negotiations for 7.
- Successfully negotiated the purchase of intellectual property, other selected assets, and key customers and vendors of boutique software firm that resulted in doubling purchasing company's revenue in 2 years.
- Developed reusable systems and tools, and defined repeatable processes for buyer or seller, resulting in streamlined transaction time and improved efficiency of 20%.

Employee Development

- Implemented standardized job descriptions for leadership positions with career pathway and hired a leadership trainer, reducing turnover by 10% in 2 years.
- Led creation of new employee handbook reflecting updated laws and including new policies, procedures and forms for performance reviews, corrective action, and Earned Time Off (ETO) calculation. This reduced errors with sick and vacation time by an average of five hours per pay cycle.
- Oversaw project to implement compensation management that included local pay-rate ranging. 15% of employees enjoyed pay-rate increases and revealed 20% of staff were paid above their range.

Strategic Planning

- Identified and negotiated key partner alliances with large businesses, e.g., IBM, Lockheed, Harris, and SAIC, to secure long-term government contracts. Awarded 7 task order contracts funding hundreds of tasks.
- Changed from C-Corp to S-Corp election and realigned company FY with calendar FY. This allowed owners to enjoy improved tax position and implement 401k matching.

Professional Experience

ActivMed Practices & Research, Inc., Methuen, MA

2015-2020

Chief Business Officer

Led a team of 50, with 10 direct reports, that were responsible for development, communication, and implementation of growth strategies and processes including due diligence activities.

- Successfully led transaction to sell ActivMed to Boston Clinical Trials.
- Led enterprise digital transformation: email system, secure online file sharing, VoIP phone system, CRM, and the legacy migration of a clinical trials management system.
- Transitioned from manual, paper-based payroll to web-based service integrated with new time and attendance tool, cyber security, and employee training and handbook.
- Revamped benefits and employee policies, employee performance review processes.
- Developed Key Performance Indicators (KPIs) and implemented departmental budgeting process with measurement of plan versus actual.
- Implemented new A/R collections processes reducing A/R to revenue % by 10 points.
- Introduced government grants for Workforce Training & National Institutes of Health.
- Led 5 facilities growth projects to relocate and expand the company's market presence.

Eclipse Enterprise Solutions, LLC, Exeter, NH

2013-2014

Vice President – Partner & Government Program Development

Led a team of 30, with 5 direct reports, that were responsible for leveraging knowledge and expertise in government contracting and program development. Implemented strategic growth initiatives and grew the business by selecting and managing strategic partners and by M&A and technology application.

- Introduced government contracting through grants, SBIRs, set-asides and full-and-open competitions - assisted with 5 SBIR grants and three competitive proposals.
- Managed the due diligence process through offer for an M&A transaction and conducted preliminary reviews of two other candidate firms.
- Reviewed and negotiated contracts ultimately securing 2 digital imaging solutions partners. Directed business development resources.
- Developed framework for regional center of excellence for life sciences and biomedical technology.

OnPoint Demand, Newmarket, NH

2003-2012

Chief Executive Officer

Self-funded, launched, and built a sustainable business with transferrable intellectual property and a web-based delivery model to enhance shareholder value for eventual merger.

- Grew knowledge management services business around IBM collaboration workflow software through customized solutions development and software license reselling.
- Acquired selected key assets, rights to intellectual property, skills and selected customers of a Houston, TX print workflow firm.
- Oversaw development of subscription-based, integration Platform as a Service (iPaaS) for a shipping and transportation management solution.
- Secured partnerships, integrations, and reseller relationships with more than a dozen of the world's leading web-to-print technology companies.
- Transitioned products to a freemium sales model that resulted in expanding to 60 countries, 60 carriers, and 8 languages.

Education & Certifications

- **University of Massachusetts Amherst, Amherst, MA**, MS, Applied Mathematics.
- **Plymouth State University, Plymouth, NH**, BA, Mathematics.
- **Clinical Research Quality Manager, U.S. Intelligence Community, ELINT Analysis** Certifications.

Keywords: innovative information systems; data support; quality improvement; Board of Directors support; strategic plan; continuous improvement; collaboration; fiscal management; resource management; strategic support; operations management; community relations; strategic objectives; regulatory

Georgette M. Verhelle, RN, BS, CPHQ

Objective

A dedicated registered nurse and certified professional in healthcare quality seeking a position as part of an organizational team that would utilize my experience and expertise to improve the patient's experience of care, improve population health, and to provide cost effective care.

Experience

9/2020 to Present Centurion Concord, NH

RN Medical Case Manager for the State of New Hampshire Department of Corrections (NH DOC)

- Coordinate safe and appropriate discharge planning for hospitalized residents
- Work cohesively with hospital case managers and acute rehabilitation facilities to ensure a smooth transition of care for the resident
- Coordinate all aspects of seeking guardianship for residents when needed
- Serve as the Medical Parole Coordinator; submit cases in accordance with RSA 651a and according to the NH DOC PPD
- Work cohesively with the NH DOC, nursing staff, therapy, and the providers both within the infirmaries and at the state office
- Responsible for submitting and following-up with Medicaid Claims for hospitalized residents
- Provide daily reports to local hospitals and the NH DOC regarding COVID statistics within our facilities

9/2019 to 9/2020 Frisbie Memorial Hospital Rochester, NH

RN Case Manager

- Coordinate safe and appropriate discharge planning with patients, families, and caregivers
- Utilize Milliman and Inter-Qual to perform utilization review to insure medical necessity for hospitalization and appropriate level of care
- Assist patients with completing Advance Directives for Healthcare
- Work cohesively with liaisons from home health agencies, skilled nursing facilities, and acute rehabilitation facilities to ensure a smooth transition of care for the patient

Georgette M. Verhelle RN, BSN, CPHQ

12/31/2019 to 7/2019 **Healthcentric Advisors/New England QIN-QIO** **Providence, RI**
Program Administrator – New Hampshire and Vermont State Lead for the Quality Payment Program serving small, underserved, rural provider practices under the SURS contract for Medicare and Medicaid Services (CMS)

- Provide technical assistance and educational opportunities to providers and their staff regarding the Quality Payment Program (QPP) including selecting quality measures, reporting advancing care information, and implementing improvement activities
- Conduct self-management workshops for diabetic and pre-diabetic individuals and train new leaders as a Master Trainer through the Self-Management Resource Center (formerly Stanford University Diabetes Self-Management Program)
- Conduct self-management workshops for individuals with chronic pain and train new program leaders as a Master Trainer through the Self-Management Resource Center

9/2014 to 12/2018 **Qualidigm/New England QIN-QIO** **Wethersfield, CT**
Project Coordinator – New Hampshire State Lead for the Quality Payment Program, Improving Cardiac Health Initiative, and Transforming Clinical Practices Initiative under the 11th Statement of Work contract for the Centers for Medicare & Medicaid Services (CMS)

- Provide technical assistance and educational opportunities to providers regarding the Quality Payment Program (QPP) including selecting quality measures, reporting advancing care information, and implementing improvement activities
- Provide support and technical assistance to provider practices and home health agencies to improve quality of care, clinical outcomes and patient satisfaction, and provide access to best practices including the Million Hearts ® initiative
- Conduct workshops for pre-diabetic and diabetic patients and train new leaders as a Master Trainer for the Stanford University Diabetes Self-Management Program

6/2012 to 7/31/2014 **Northeast Health Care Quality Foundation** **Dover, NH**
Quality Improvement Specialist – Transitions of Care Project under the 10th Statement of Work contract for CMS for the states of Maine, New Hampshire, and Maine

Georgette M. Verhelle RN, BSN, CPHQ

- Coordinate and facilitate community-wide Transitions of Care meetings in Maine, New Hampshire and Vermont, with hospitals, skilled nursing facilities, home health care agencies, physician practices, community based organizations, EMTs, etc. to improve patient care, improve communication between care settings, and reduce readmissions
- Using evidence based best practices, educate and assist care providers with implementing quality improvement projects to improve patient care
- Perform chart review and consult with physicians for patients and families disputing Advance Beneficiary Notices for discharge
- Collect and analyze data to measure improvement

1/2012 to 6/2012

Amedisys Home Care

Portsmouth, NH

Case Manager RN – Home Care

- Responsible for all levels of home care, including but not limited to; wound care, coordination of services, physician communication, assessment and evaluation, education, and coordination of other home care disciplines; OASIS proficient

6/2010 to 12/2011

The Boulders at RiverWoods

Exeter, NH

RN – Wellness Clinic

- Emergency-call responder when on-site for in home pendant activation by residents
- Coordinate doctor office visits and maintain follow-up care, aid with medication dispensing and/or refills, assist with lab work requests and follow-up, provide wound care/dressing changes
- Coordinate and facilitate educational opportunities for nursing and ancillary staff

9/2003 to 6/2010

Core Physician Services, LLC

Exeter, NH

RN/Clinical Leader – Family Practice

- Provide clinical support to the provider(s) and staff on a day-to-day basis with an emphasis on quality patient care and safety
- Additional duties include member of the Core immunization Task Team and State of New Hampshire liaison; Practice vaccine Manager; Safety Committee member; EMR Super-User; supervised and trained Hesser College Medical Assistant students in obtaining the clinical training needed for graduation

Georgette M. Verhelle RN, BSN, CPHQ

2/2003 to 9/2003

Sunbridge of Exeter

Exeter, NH

RN/MDS Coordinator

- Responsible for maintaining the MDS/Resident Assessment Plan
- Member of the Quality Improvement and Fun Teams; created first facility newsletter

11/2001 to 1/2003

Elliott Hospital

Manchester, NH

RN – Neonatal Intensive Care Unit

- Staff nurse; responsible for all levels of patient care in a Level III NICU; provided support and training to student nurses fulfilling their clinical rotation

5/1997 to 11/2001

Exeter Hospital

Exeter, NH

RN – Medical/Surgical Unit (5/2001 – 11/2001)

- Staff nurse, maintained full patient load

Tumor Registrar/Medical Information Technician (5/1997 – 5/2001)

- Maintained tumor registry; attended Tumor Board meetings; participated in the design, implementation, and publishing of the Annual Tumor Board Report
- Responsible for chart analysis for inpatient hospitalizations

Education

Franklin Pierce University

Bachelor of Science Degree in Nursing

January 2012

New Hampshire Community Technical College

Associate of Science Degree in Nursing

May 2001

Southern New Hampshire University

Master of Science Degree in Nursing – Patient Safety & Quality

9 credits

Certifications

Chronic Pain Self-Management Master Trainer

June 2019

Team STEPPS® Master Trainer

August 2018

Chronic Pain Self-Management Leader

October 2018

Lean Six Sigma Green Belt

March 2017

Diabetes Self-Management Master Trainer

June 2015

Georgette M. Verhelle RN, BSN, CPHQ
Diabetes Self-Management Leader
Chronic Disease Self-Management Leader
Certified Professional in Healthcare Quality
Respecting Choices POLST Facilitator
INTERACT Instructor

March 2015
March 2015
September 2014
November 2013
January 2013

References Available Upon Request

Community Health Access Network
 Key Personnel
 Chronic Disease - Diabetes

July 1, 2023 - June 30, 2024

Name	Job title	Salary	% Paid from Contract	Amount Paid from Contract
Gary Noseworthy	Executive Director			
Georgette Verhelle	QI	92,008	1.16%	1,069

Community Health Access Network
 Key Personnel
 Chronic Disease - Diabetes

July 1, 2023 - June 30, 2024

Name	Job title	Salary	% Paid from Contract	Amount Paid from Contract
Gary Noseworthy	Executive Director			
Georgette Verhelle	QI	92,685	0.19%	178

25
MAR

Lori A. Sbiblette
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

September 3, 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 grant agreement with Community Health Access Network (VC#162256-B001), Newmarket, NH, in the amount of \$360,366 to improve the asthma related services in both medical and community organizations to reduce asthma related illness and deaths, with the option to renew for up to three (3) additional years, effective upon Governor and Council approval through August 31, 2024. 100% Federal Funds.

Funds are available in the following account for State Fiscal Years 2022 and 2023 and are anticipated to be available in State Fiscal Years 2024 and 2025 upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-90-902010-74220000, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS, DEPT OF, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMMUNITY HEALTH SERVICES, ASTHMA

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Program Svc	90019004	\$99,500
2023	102-500731	Contracts for Program Svc	90019004	\$120,400
2024	102-500731	Contracts for Program Svc	90019004	\$120,400
2025	102-500731	Contracts for Program Svc	90019004	\$20,066
			Total	\$360,366

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

EXPLANATION

The purpose of this request is to carry out activities that will improve the management of asthma for New Hampshire residents. The Contractor will assist federally qualified health centers by providing data and training to help improve rates of asthma related allergy testing and to develop asthma action plans. In addition, the Contractor will support health centers to connect patients and their families to community-based services such as asthma home visiting and asthma self-management programs.

Approximately 9,500 individuals (adults and children) will be served between, September 2021 through August 2024.

Services under this contract are offered primarily through a network of safety-net health care providers like federally qualified health centers. The Contractor will also provide training for medical staff at these agencies. The network sites serve an estimated 94,776 New Hampshire residents at various federally qualified health care center locations throughout the state.

The Department will monitor services by ensuring the Contractor increases coordination of referrals for asthma self-management education by 25%.

As referenced in Exhibit C of the attached agreement, the parties have the option to extend the agreement for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

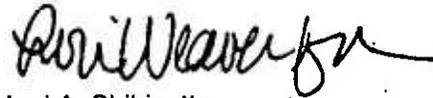
Should the Governor and Council not authorize this request, the ability to reduce complications from asthma may be jeopardized. Finally, there could be an unnecessary increase in New Hampshire's health and economic burden, negatively impacting citizens statewide.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.070 FAIN #NUE1EH001391

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

Subject: Asthma Control Through Evidence-Based Interventions (SS-2022-DPHS-07-ASTHM-01)

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Health & Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3. Grantee Name Community Health Access Network		1.4. Grantee Address 207 S Main Street Newmarket, NH 03857	
1.5. Grantee Phone Number 603-292-7267	1.6. Account Number 05-95-90-902010- 74220000-102- 500731-90019004	1.7. Completion Date August 31, 2024	1.8. Grant Limitation \$360,366
1.9. Grant Officer for State Agency Nathan D. White, Director		1.10. State Agency Telephone Number (603) 271-9631	
1.11. Grantee Signature DocuSigned by: Joan Tulk		1.12. Name & Title of Grantee Signor Joan Tulk Executive Director	
1.14. State Agency Signature(s) DocuSigned by: Patricia M. Tilley		1.15. Name & Title of State Agency Signor(s) Patricia M. Tilley Director	
1.16. Approval by Attorney General (Form, Substance and Execution) (if applicable) DocuSigned by: J. Christopher Marshall By: J. Christopher Marshall Assistant Attorney General, On: / / 9/14/2021			
1.17. Approval by Governor and Council (if applicable) By: On: / /			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. **EFFECTIVE DATE: COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if applicable, or signature by the agency whichever is later (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.
6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations of duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31:95-b.
7. **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
8. **PERSONNEL.**
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. **DATA; RETENTION OF DATA; ACCESS.**
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date 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, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. **EVENT OF DEFAULT; REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project; the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials 
Date 9/10/2021

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

- 14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
- 15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
- 16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.
- 17. **INSURANCE AND BOND.**
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2 The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
- 18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.
- 19. **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 first above given.
- 20. **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 Council of the State of New Hampshire.
- 21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
- 22. **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.
- 23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
- 24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.


 Grantee Initials _____
 Date 9/10/2021

**New Hampshire Department of Health and Human Services
Asthma Control Through Evidence-Based Interventions
EXHIBIT A**



Scope of Services

1. Statement of Work

- 1.1. The Grantee shall assist the Department with asthma care management activities by coordinating discussions regarding asthma care management linkages between clinical care and home visiting services in communities, statewide, which includes coordination of asthma health system interventions with willing partners to improve prevention and management of asthma.
- 1.2. The Grantee shall assist and monitor Asthma Home Visiting Programs to develop linkages to care with the local emergency departments, local physicians, and school nurses and to provide in-home, guideline-based, intensive asthma self-management education for adults and/or children.
- 1.3. The Grantee shall collaborate with Federally Qualified Health Centers (FQHCs) that provide primary care services in underserved, economically or medically vulnerable areas, to coordinate and implement services for Quality Improvement Projects with goals of:
 - 1.3.1. Increasing allergy testing;
 - 1.3.2. Increasing utilization of Asthma Action Plans;
 - 1.3.3. Strengthening asthma care management; and
 - 1.3.4. Providing asthma self-education to patients.
- 1.4. The Grantee shall assist FQHCs with completing a project charter by utilizing the Department-provided charter template, which includes, but is not limited to:
 - 1.4.1. Assessment of health problem.
 - 1.4.2. Identification of current process.
 - 1.4.3. Incorporation of changes implemented.
 - 1.4.4. A plan of measurement.
 - 1.4.5. A sustainability plan.
- 1.5. The Grantee shall engage FQHCs in target health care systems by:
 - 1.5.1. Providing technical assistance.
 - 1.5.2. Engaging in team-based care models.
 - 1.5.3. Supporting linkages to care.
 - 1.5.4. Implementing a minimum of two (2) Quality Improvement projects with the community partnerships in the targeted health care systems for improved management of asthma, which may include, but not limited to:
 - 1.5.4.1. Hospitals;
 - 1.5.4.2. Clinics;

**New Hampshire Department of Health and Human Services
Asthma Control Through Evidence-Based Interventions
EXHIBIT A**



- 1.5.4.3. Home care;
- 1.5.4.4. Health plans;
- 1.5.4.5. Physicians;
- 1.5.4.6. Nurses;
- 1.5.4.7. Pharmacists; and
- 1.5.4.8. Other services and clinical providers.
- 1.5.5. Implementing and overseeing the Plan-Do-Study-Act Quality Improvement cycle, which is a tool designed to accelerate quality improvement via change, and includes, but is not limited to:
 - 1.5.5.1. Monitoring performance on the Uniform Data Set, the federally required reporting system used by the FQHCs to enter information to include asthma patients as required by the U.S. Department of Health and Human Services, Human Resources and Services Administration to understand and improve the impact FQHCs have on the lives of the people and communities served for asthma control medication;
 - 1.5.5.2. Enhancing performance with plans to increase allergy testing for patients with asthma in collaboration with partnering Federally Qualified Health Centers; and
 - 1.5.5.3. Improving performance or document barriers, with plans to address percentages of patients with Asthma Action Plans.
- 1.6. The Grantee shall coordinate health system interventions with willing partners of the FQHCs to prevent and manage chronic asthma, focusing on uncontrolled asthma. The Grantee shall ensure:
 - 1.6.1. Interventions target systems at the highest level possible to achieve maximum reach and impact.
 - 1.6.2. Health system interventions may include, but are not limited to:
 - 1.6.2.1. Expanding clinical health team and community partner awareness relating to best practices and resources for management of asthma.
 - 1.6.2.2. Promoting and coordinating use of Electronic Health Records (EHR) to manage asthma.
- 1.7. The Grantee shall collaborate with the Asthma Regional Council (ARC) to reduce the burden of asthma in the New England states, by monitoring the activities related to asthma in New Hampshire. The Grantee shall offer:
 - 1.7.1. One (1) annual in-person meeting;
 - 1.7.2. Conference calls; and

**New Hampshire Department of Health and Human Services
Asthma Control Through Evidence-Based Interventions
EXHIBIT A**



- 1.7.3. Meeting notes.
- 1.8. The Grantee shall ensure one (1) Evaluation Consultant provides technical assistance to the Department for development and activities related to the Asthma Control Program's Strategic Evaluation Plan. The Grantee shall ensure the Evaluation Consultant is familiar with:
 - 1.8.1. The State Asthma Evaluation Plan;
 - 1.8.2. The Centers for Disease Control and Prevention (CDC) Asthma Work Plan;
 - 1.8.3. The Individual Evaluation Plan;
 - 1.8.4. Evaluation design;
 - 1.8.5. Performance measures;
 - 1.8.6. Surveys; and
 - 1.8.7. Data collection and evaluation.
- 1.9. The Grantee shall ensure the Evaluation Consultant continues efforts with implementing patient knowledge assessment tools into EHR to support Quality Improvement initiatives. The Grantee shall ensure the Evaluation Consultant:
 - 1.9.1. Provides support of existing EHR software systems, demonstrating mechanisms that allow referral and follow-up communication between providers and community organizations for asthma.
 - 1.9.2. Participates in three (3) meetings of the Asthma Collaborative.
 - 1.9.3. Attends and participates in monthly conference calls with the Asthma Home Visiting programs, in addition to the one (1) FQHC Quality Improvement Project site monthly.
- 1.10. The Grantee shall monitor the Quality Improvement activities of the Evaluation Consultant needed for asthma self-management education projects with FQHCs and community partners, which may include, but is not limited to:
 - 1.10.1. Plan-Do-Study-Act, a tool for accelerating quality improvement via change;
 - 1.10.2. Plan-Do-Check-Act, a four-step model for carrying out change;
 - 1.10.3. Fishbone, a Cause & Effect Diagram identifying possible causes for an effect or problem;
 - 1.10.4. Lean, which will provide the areas where there is waste or opportunities for improvement; or
 - 1.10.5. Technical assistance.
- 1.11. The Grantee shall coordinate population-based interventions with partner organizations and consultants to support:

**New Hampshire Department of Health and Human Services
Asthma Control Through Evidence-Based Interventions
EXHIBIT A**



- 1.11.1. An Evaluation Consultant to manage the Strategic Evaluation Plan.
- 1.11.2. One (1) FQHC to complete Quality Improvement Projects on monitoring performance on Uniform Data Systems (UDS) asthma control medication, improving identification of patients with undiagnosed asthma, and improving performance on percent of patients with Asthma Action Plans; and
- 1.11.3. Asthma Home Visiting Program.
- 1.12. The Grantee shall participate in quarterly meetings with the Department and community partners to review activities, interventions, challenges, progress, and funding.
- 1.13. The Grantee shall attend one (1) meeting with the Department annually to review the contract details.

2. Exhibits Incorporated

- 2.1. The Grantee 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 Grantee shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Grantee shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

- 3.1. The Grantee shall submit quarterly progress reports to the Department, no later than thirty (30) days following the end of each quarter in order to monitor program performance. The Grantee shall ensure:
 - 3.1.1. Each quarterly progress report is submitted upon completing program activities.
 - 3.1.2. Quarterly progress reports shall include, but are not limited to:
 - 3.1.2.1. A brief narrative of work performed during the prior quarter;
 - 3.1.2.2. A summary of work plans for the upcoming quarter, including challenges and/or barriers to completing requirements described in this Exhibit A;
 - 3.1.2.3. The percentage of improvement of patients being tested for allergies, and the percentage of improvement of patients with Asthma Action Plans, participating in the one (1) FQHC Quality Improvement Project; and
 - 3.1.2.4. Documented achievements.

**New Hampshire Department of Health and Human Services
Asthma Control Through Evidence-Based Interventions
EXHIBIT A**



- 3.2. The Grantee shall, submit an annual report on the Asthma Home Visiting Program activities, which includes, but is not limited to:
 - 3.2.1. The number or emergency department referrals made to the Home Visiting Program;
 - 3.2.2. The number of resulting households enrolled into the Home Visiting Program; and
 - 3.2.3. The number of referrals to medical providers and health care plans made by the Home Visiting Program.
- 3.3. The Grantee shall submit a final cumulative report on progress toward meeting deliverables and accomplishments, in a format developed in collaboration with the Department, which is due forty-five (45) days following the end of the grant agreement term.

4. Performance Measures

- 4.1. The Grantee shall demonstrate a minimum of one (1) of the two (2) community partnerships within the target Health Care Systems have increased coordination of referrals for asthma self-management education, which may include, but are not limited to:
 - 4.1.1. Instituting instruction of proper use of asthma medications;
 - 4.1.2. Adapting in-office self-management education; and
 - 4.1.3. Referrals to a pulmonologist and/or asthma educator.
- 4.2. The Grantee shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 4.3. The Grantee may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 4.4. Where applicable, the Grantee shall collect and share data with the Department in a format specified by the Department.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

- 5.1.1. The Grantee agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

5.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

- 5.2.1. The Grantee shall submit, within ten (10) days of the contract effective date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or

**New Hampshire Department of Health and Human Services
Asthma Control Through Evidence-Based Interventions
EXHIBIT A**



have low vision; and individuals who have speech challenges.

5.3. Credits and Copyright Ownership

- 5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Grantee shall include the following statement, "The preparation of this (report, document etc.) was financed under a Grant Agreement with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 5.3.2. All materials produced or purchased under the grant agreement shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 5.3.3.1. Brochures;
 - 5.3.3.2. Resource directories;
 - 5.3.3.3. Protocols or guidelines;
 - 5.3.3.4. Posters; and
 - 5.3.3.5. Reports.
- 5.3.4. The Grantee shall not reproduce any materials produced under the grant agreement without prior written approval from the Department.

6. Records

- 6.1. The Grantee shall keep records that include, but are not limited to:
 - 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Grantee in the performance of the Grant Agreement, and all income received or collected by the Grantee.
 - 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

**New Hampshire Department of Health and Human Services
Asthma Control Through Evidence-Based Interventions
EXHIBIT A**



6.2. During the term of this Grant Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, or the Office of Management and Budget (OMB) and any of their designated representatives shall have access to all reports and records maintained pursuant to the Grant 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 Grant Agreement and upon payment of the price limitation hereunder, the Grant Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Grant Agreement are to be performed after the end of the term of this Grant Agreement and/or survive the termination of the Grant Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Grantee 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 Grantee.

**New Hampshire Department of Health and Human Services
Asthma Control Through Evidence-Based Interventions
EXHIBIT B**



Payment Terms

1. The Grantee shall provide services in Exhibit A, Scope of Services in compliance with funding requirements. The Grantee agrees that funding under this Grant Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A, Scope of Services.
2. This Agreement is funded by 100% Federal Funds received by the State under A Comprehensive Public Health Approach to Asthma Control Through Evidence-Based Interventions Grant from the U.S. Centers for Disease Control and Prevention, as awarded on June 9, 2021, by the U.S. Department of State Treasury, CFDA 93.070, FAIN# NUE1EH001391.
3. For the purposes of this Grant Agreement:
 - 3.1. The Department has identified the Grantee as a Subrecipient, in accordance with 2 CFR 200.331.
 - 3.2. The Department has identified this Grant Agreement as NON-R&D, in accordance with 2 CFR §200.87.
4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits B-1, Budget through Exhibit B-4, Budget.
5. The Grantee shall submit an invoice in a form satisfactory to the State no later 20th working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment.
6. The Grantee shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHSCContractBilling@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
29 Hazen Drive
Concord, NH 03301
8. The State shall make payment to the Grantee 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 10 of the Grant Agreement.
9. The final invoice shall be due to the State no later than thirty (30) days after the Grant Agreement completion date specified in the Grant Agreement Block 1.7 Completion Date.
10. Notwithstanding anything to the contrary herein, the Grantee agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-

JS

**New Hampshire Department of Health and Human Services
Asthma Control Through Evidence-Based Interventions
EXHIBIT B**



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 20 of the the Grant Agreement, 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 Grantee is required to submit an annual audit to the Department if any of the following conditions exist:

12.1.1. Condition A - The Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee'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 Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.

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

JS

Exhibit B-1, SFY 2022 Budget

New Hampshire Department of Health and Human Services											
Contractor Name: Community Health Access Network											
Project Title: Asthma Control Through Evidence-Based Interventions											
Budget Period: 9/1/2021 - 8/30/2022											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS Contract share				
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
1. Total Salary/Wages	\$ 11,396.00	\$ 1,140.00	\$ 12,536.00	\$ -	\$ -	\$ -	\$ 11,396.00	\$ 1,140.00	\$ 12,536.00		
2. Employee Benefits	\$ 2,384.00	\$ 239.00	\$ 2,623.00	\$ -	\$ -	\$ -	\$ 2,384.00	\$ 239.00	\$ 2,623.00		
3. Consultants	\$ 195.00	\$ 20.00	\$ 215.00	\$ -	\$ -	\$ -	\$ 195.00	\$ 20.00	\$ 215.00		
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
5. Supplies:	\$ 42.00	\$ 4.00	\$ 46.00	\$ -	\$ -	\$ -	\$ 42.00	\$ 4.00	\$ 46.00		
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
6. Travel	\$ 180.00	\$ 18.00	\$ 198.00	\$ -	\$ -	\$ -	\$ 180.00	\$ 18.00	\$ 198.00		
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
11. Staff Education and Training	\$ 417.00	\$ 42.00	\$ 459.00	\$ -	\$ -	\$ -	\$ 417.00	\$ 42.00	\$ 459.00		
12. Subcontracts/Agreements	\$ 73,801.00	\$ 7,300.00	\$ 80,861.00	\$ -	\$ -	\$ -	\$ 73,801.00	\$ 7,300.00	\$ 80,861.00		
13. Other (specific details mandatory):	\$ -	\$ 224.00	\$ 224.00	\$ -	\$ -	\$ -	\$ -	\$ 224.00	\$ 224.00		
Reports	\$ 2,244.00	\$ -	\$ 2,244.00	\$ -	\$ -	\$ -	\$ 2,244.00	\$ -	\$ 2,244.00		
TOTAL	\$ 98,455.00	\$ 9,845.00	\$ 108,300.00	\$ -	\$ -	\$ -	\$ 98,455.00	\$ 9,845.00	\$ 108,300.00		
Indirect As A Percent of Direct 10.0%											

Exhibit B-3, SFY 2024 Budget

New Hampshire Department of Health and Human Services											
Contractor Name: Community Health Access Network											
Project Title: Asthma Control Through Evidence-Based Interventions											
Budget Period: 7/1/2023 - 6/30/2024											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHH's contract share				
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
1. Total Salary/Wages	\$ 14,130.00	\$ 1,413.00	\$ 15,543.00	\$ -	\$ -	\$ -	\$ 14,130.00	\$ 1,413.00	\$ 15,543.00		
2. Employee Benefits	\$ 2,068.00	\$ 297.00	\$ 2,365.00	\$ -	\$ -	\$ -	\$ 2,068.00	\$ 297.00	\$ 2,365.00		
3. Consultants	\$ 244.00	\$ 24.00	\$ 268.00	\$ -	\$ -	\$ -	\$ 244.00	\$ 24.00	\$ 268.00		
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
5. Supplies:	\$ 50.00	\$ 5.00	\$ 55.00	\$ -	\$ -	\$ -	\$ 50.00	\$ 5.00	\$ 55.00		
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
6. Travel	\$ 188.00	\$ 20.00	\$ 218.00	\$ -	\$ -	\$ -	\$ 188.00	\$ 20.00	\$ 218.00		
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
11. Staff Education and Training	\$ 500.00	\$ 50.00	\$ 550.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 50.00	\$ 550.00		
12. Subcontracts/Agreements	\$ 89,121.00	\$ 8,812.00	\$ 97,933.00	\$ -	\$ -	\$ -	\$ 89,121.00	\$ 8,812.00	\$ 97,933.00		
13. Other (specific details mandatory):	\$ 2,244.00	\$ 224.00	\$ 2,468.00	\$ -	\$ -	\$ -	\$ 2,244.00	\$ 224.00	\$ 2,468.00		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
TOTAL	\$ 109,458.00	\$ 10,945.80	\$ 120,403.80	\$ -	\$ -	\$ -	\$ 109,458.00	\$ 10,945.80	\$ 120,403.80		
Indirect As A Percent of Direct										10.0%	

Exhibit B-4, SFY 2025 Budget

New Hampshire Department of Health and Human Services												
Contractor Name: Community Health Access Network												
Project Title: Asthma Control Through Evidence-Based Interventions												
Budget Period: 7/1/2024 - 6/30/2024												
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share					
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total			
1. Total Salary/Wages	2,064.00	207.00	2,271.00				2,064.00	207.00	2,271.00			
2. Employee Benefits	558.00	58.00	616.00				558.00	58.00	616.00			
3. Consultants	41.00	4.00	45.00				41.00	4.00	45.00			
4. Equipment:												
Rental												
Repair and Maintenance												
Purchase/Depreciation												
5. Supplies:	8.00	1.00	9.00				8.00	1.00	9.00			
Educational												
Lab												
Pharmacy												
Medical												
Office												
6. Travel	33.00	3.00	36.00				33.00	3.00	36.00			
7. Occupancy												
8. Current Expenses												
Telephone												
Postage												
Subscriptions												
Audit and Legal												
Insurance												
Board Expenses												
9. Software												
10. Marketing/Communications												
11. Staff Education and Training	83.00	8.00	91.00				83.00	8.00	91.00			
12. Subcontracts/Agreements	14,854.00	1,485.00	16,339.00				14,854.00	1,485.00	16,339.00			
13. Other (specific design mandatory):												
TOTAL	18,242.00	1,824.00	20,066.00				18,242.00	1,824.00	20,066.00			

Indirect As A Percent of Direct

10.0%

New Hampshire Department of Health and Human Services
Asthma Control Through Evidence-Based Interventions
EXHIBIT C



REVISIONS TO STANDARD GRANT AGREEMENT PROVISIONS

1. Revisions to Grant Agreement, General Provisions

- 1.1. Paragraph 4, Subparagraph 4.1, Effective Date/Completion of Services, is amended as follows:
 - 4.1. Notwithstanding any provision of this Grant Agreement to the contrary, and subject to the approval of the Governor and Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on September 1, 2021 ("Effective Date").
- 1.2. Paragraph 4, Effective Date/Completion of Services, is amended by adding Subparagraph 4.3 as follows:
 - 4.3 The parties may extend the Grant Agreement for up to three (3) 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.
- 1.3. Paragraph 11 is amended by adding Subparagraph 11.2, Section 11.2.5 to read as follows:
 - 11.2.5 Recoup funds if the Department determines the Grantee expended funds on costs not allowed under the A Comprehensive Public Health Approach to Asthma Control Through Evidence-Based Interventions Grant from the U.S. Centers for Disease Control and Prevention, as awarded on June 9, 2021, by the U.S. Department of State Treasury, CFDA 93.070.
- 1.4. Paragraph 15, Assignment and Subcontracts, is amended by adding Subparagraph 15.1 as follows:
 - 15.1 Subgrantees are subject to the same conditions as the Grantee and the Grantee is responsible to ensure subgrantee compliance with those conditions. The Grantee shall have written agreements with all subgrantees, specifying the work to be performed and how corrective action shall be managed if the subgrantee performance is inadequate. The Grantee shall manage the subgrantee's performance on an ongoing basis and take corrective action as necessary. The Grantee shall annually provide the State with a list of all subgrantees provided for under this Grant Agreement and notify the State of any inadequate subgrantee performance
- 1.5. Paragraph 25 is added to read as follows:
 25. **ADDITIONAL FUNDING.** It is understood and agreed between the parties that no portion of the "Grant" funds may be used for the purpose of obtaining

**New Hampshire Department of Health and Human Services
Asthma Control Through Evidence-Based Interventions
EXHIBIT C**



additional Federal funds under any other law of the United States, except if authorized under that law.

1.6. Paragraph 26 is added to read as follows:

26. PROCUREMENT. Grantee shall comply with all provisions of 2 CFR 200 Subpart D – Post Federal Award Requirements – Procurement Standards, with special emphasis on financial procurement (2 CFR 200 Subpart F – Audit Requirements) and property management (2 CFR 200 Subpart D – Post Federal Award Requirements – Property Standards).

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



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.

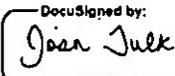
Place of Performance (street address, city, county, state, zip code) (list each location)

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

Vendor Name:

9/10/2021

Date

DocuSigned by:

 Name: Joan Turk
 Title: Executive Director



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:

9/10/2021

Date

DocuSigned by:

Joan Tuik

Name: Joan Tuik

Title: Executive Director

os
92

Vendor Initials

9/10/2021

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 (11)(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).

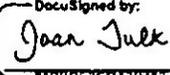
LOWER TIER COVERED TRANSACTIONS

- 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:

9/10/2021

Date

DocuSigned by:

 Name: Joan Tulk
 Title: Executive Director

Contractor Initials 
 Date 9/10/2021

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
93

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:

9/10/2021

Date

DocuSigned by:
Joan Tulk
Name: Joan Tulk
Title: Executive Director

Exhibit G

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

Contractor Initials DT



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:

9/10/2021

Date

DocuSigned by:

Joan Tulk

Name: Joan Tulk

Title: Executive Director

⁰³
93

Contractor Initials
9/10/2021
Date

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.

3/2014

Contractor Initials JS

Date 9/10/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

New Hampshire Department of Health and Human Services



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

3/2014

Contractor Initials JS

Date 9/10/2021

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.

3/2014

Contractor Initials JS

Date 9/10/2021



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

 The State by:
 Patricia M. Tilley

 Signature of Authorized Representative
 Patricia M. Tilley

 Name of Authorized Representative
 Director

 Title of Authorized Representative
 9/10/2021

 Date

Community Health Access Network

 Name of the Contractor
 Joan Tulk

 Signature of Authorized Representative
 Joan Tulk

 Name of Authorized Representative
 Executive Director

 Title of Authorized Representative
 9/10/2021

 Date

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.

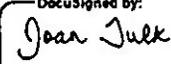
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees 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:

9/10/2021

Date

DocuSigned by:

 Name: Joan Julek
 Title: Executive Director

Contractor Initials 
 Date 9/10/2021

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

1. The DUNS number for your entity is: 133570395
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

 x NO YES

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

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

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

 NO 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

JS

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

Contractor Initials DS

Date 9/10/2021

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

DS
JS

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

OS
JS

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

OS
93

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/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.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K.

DHHS Information Security Requirements



-
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