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

Lori A. Weaver
 Commissioner

Melissa A. Hardy
 Director

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

January 24, 2024

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into an amendment to an existing contract with Amoskeag Health (VC# 157274), Manchester, NH for specialty services for children with medical complexity, by exercising a contract renewal option by increasing the price limitation by \$730,000 from \$730,000 to \$1,460,000 and by extending the completion date from June 30, 2024 to June 30, 2026, effective July 1, 2024 upon Governor and Council approval. 25% Federal Funds. 75% General Funds.

The original contract was approved by Governor and Council on June 15, 2022, item #41.

Funds are available in the following accounts for State Fiscal Year 2025 and are anticipated to be available in State Fiscal Year 2026, 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.

05-95-093-930010-51910000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DLTSS-DEVELOPMENTAL SERVICES, DIV OF DEVELOPMENTAL SVCS, SPECIAL MEDICAL SERVICES

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	561-500911	Specialty Clinics	93001000	\$365,000	\$0	\$365,000
			<i>Subtotal</i>	\$365,000	\$0	\$365,000

05-95-093-930510-36760000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DLTSS-DEVELOPMENTAL SERVICES, BUR-FAMILY CENTERED SERVICES, SPECIAL MEDICAL SERVICES

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	561-500911	Specialty Clinics	93051000	\$365,000	\$0	\$365,000

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2025	561-500911	Specialty Clinics	93051000	\$0	\$365,000	\$365,000
2026	561-500911	Specialty Clinics	93051000	\$0	\$365,000	\$365,000
			<i>Subtotal</i>	<i>\$365,000</i>	<i>\$730,000</i>	<i>\$1,095,000</i>
			Total	\$730,000	\$730,000	\$1,460,000

EXPLANATION

The purpose of this request is for the Contractor to continue providing specialty services for children and youth ages birth to 21 years of age who have medical complexity for an additional two (2) years.

Approximately 250 children and their parents/guardians will be served annually in State Fiscal Years 2025 and 2026.

Children and youth with medical complexities have multiple significant chronic, health conditions, that limit their ability to function and require extensive and costly health care use.

The Contractor will continue to provide services that enhance care for Children with Special Health Care Needs. Access to necessary care for these children is often complicated by their disability, economic, cultural, linguistic, and/or other social and structural barriers (such as transportation). In addition, these services will increase the participation of parents/caregivers of Children with Special Health Care Needs in the planning and delivery of services for their children. These services are designed to enhance the ability of other service agencies and providers to provide quality health care and family support to Children with Special Health Care Needs.

The Department will continue to monitor contracted services to ensure:

- 80% of the responses to the Department's annual satisfaction survey by Children with Special Health Care Needs and/or their family or guardian will indicate satisfaction with services provided by the Contractor.
- 100% of the evaluation reports are shared with the Medical Home of the Children with Special Health Care Needs, with permission from the individual or family/guardian.
- 100% of the evaluation reports include all required components.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the original agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) of the four (4) years available.

Should the Governor and Council not authorize this request, Children with Special Health Care Needs and their families may not have access to appropriate health care services, or the information needed to plan for their child with complex medical conditions. Additionally, established organizations will not have the ability to provide services that enhance the quality health care and support to Children with Special Health Care Needs and their families.

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Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.994, FAIN #BO445230.

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
Commissioner

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

This Amendment to the Specialty Services for Children with Medical Complexity contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Amoskeag Health ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 15, 2022 (Item #41), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.6, Account number, to read:
05-093-51910000-500911
05-093-36760000-500911
2. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2026
3. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,460,000
4. Modify Exhibit B, Scope of Services, Section 1.15.1, to read:
1.15.1. Monthly meetings with the BFCS Clinical Program Manager or designee.
5. Modify Exhibit C, Payment Terms, Section 1.1, to read:
 - 1.1. 25% Federal funds, Maternal and Child Health Services, as awarded on July 21, 2021 and September 4, 2022, by the Health Resources Services Administration (HRSA) Title V Block Grant, Maternal and Child Health Services, Assistance Listing Number (ALN) 93.994, FAIN BO4MC29353 and FAIN BO445230.
6. Modify Exhibit C, Payment Terms, Section 3 to read:
 3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit C-1, Budget through Exhibit C-4, Budget, Amendment #1.
7. Modify Exhibit C, Payment Terms, Section 4.6. to read:
 - 4.6. Is assigned an electronic signature, includes supporting documentation, and is submitted using the state's Secure File Transfer Protocol (SFTP) www.nhftp.nh.gov or mailed to:

Bureau for Family Centered Services
Department of Health and Human Services
129 Pleasant Street, Thayer Building
Concord, NH 03301
8. Add Exhibit C-3, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.
9. Add Exhibit C-4, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

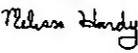
All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2024, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

3/6/2024

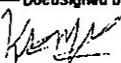
Date

DocuSigned by:


Name: MELISSA HARDY
Title: Director, DLTS

3/6/2024

Date

Amoskeag Health
DocuSigned by:


Name: KRIS MCCracken
Title: President/CEO

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

OFFICE OF THE ATTORNEY GENERAL

3/7/2024
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		
<i>Complete one budget form for each budget period.</i>		
Contractor Name:		Amoskeag Health
Budget Request for:		Specialty Services for Children with Medical Complexity
Budget Period		July 1, 2024 - June 30, 2025 (SFY 2025)
Indirect Cost Rate (if applicable)		10%
Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	\$234,476	
2. Fringe Benefits	\$60,378	
3. Consultants	\$29,100	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0	
5.(a) Supplies - Educational	\$0	
5.(b) Supplies - Lab	\$0	
5.(c) Supplies - Pharmacy	\$0	
5.(d) Supplies - Medical	\$0	
5.(e) Supplies Office	\$1,864	
6. Travel	\$2,159	
7. Software	\$0	
8. (a) Other - Marketing/ Communications	\$0	
8. (b) Other - Education and Training	\$500	
8. (c) Other - Other (specify below)	\$0	
Telephone	\$880	
Postage	\$400	
Interpreter Services	\$500	
Complex Network Meetings	\$475	
Membership Dues/Subscriptions	\$586	
Licenses	\$500	
9. Subrecipient Contracts	\$0	
Total Direct Costs	\$331,818	
	\$0	
Total Indirect Costs	\$33,182	
TOTAL	\$365,000	

Contractor Initials DS

Date 3/6/2024

New Hampshire Department of Health and Human Services		
Complete one budget form for each budget period.		
Contractor Name:		Amoskeag Health
Budget Request for:		Specialty Services for Children with Medical Complexity
Budget Period		July 1, 2025 - June 30, 2026 (SFY 2026)
Indirect Cost Rate (if applicable)		10%
Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	\$234,501	
2. Fringe Benefits	\$60,384	
3. Consultants	\$29,100	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0	
5.(a) Supplies - Educational	\$0	
5.(b) Supplies - Lab	\$0	
5.(c) Supplies - Pharmacy	\$0	
5.(d) Supplies - Medical	\$0	
5.(e) Supplies Office	\$1,864	
6. Travel	\$2,159	
7. Software	\$0	
8. (a) Other - Marketing/ Communications	\$0	
8. (b) Other - Education and Training	\$500	
8. (c) Other - Other (specify below)	\$0	
Telephone	\$849	
Postage	\$400	
Interpreter Services	\$500	
Complex Network Meetings	\$475	
Membership Dues/Subscriptions	\$586	
Licenses	\$500	
9. Subrecipient Contracts	\$0	
Total Direct Costs	\$331,818	
	\$0	
Total Indirect Costs	\$33,182	
TOTAL	\$365,000	

Contractor Initials

3/6/2024
Date

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 AMOSKEAG HEALTH is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 07, 1992. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 175115

Certificate Number: 0006237689



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of May A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, David Crespo, hereby certify that:

(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Amoskeag Health (formerly Manchester Community Health Center)
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on February 6, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Kris McCracken, President/CEO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Amoskeag Health (formerly Manchester Community Health Center) to enter into
(Name of Corporation/ LLC)

contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 2/15/2024



Signature of Elected Officer

Name: David Crespo

Title: Amoskeag Health Board Secretary



AMOSKEAG HEALTH

MISSION STATEMENT

Mailing Address: 145 Hollis Street, Manchester, NH 03101

Office Locations:

145 Hollis Street, Manchester, NH

1245 Elm Street, Manchester, NH

184 Tarrytown Road, Manchester, NH

88 McGregor Street, Manchester, NH

Telephone: 603-626-9500

Website: <https://www.amoskeaghealth.org/>

MISSION

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

VISION

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

CORE VALUES

We believe in:

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



AMOSKEAG
HEALTH



FINANCIAL STATEMENTS

and

**REPORTS IN ACCORDANCE WITH GOVERNMENT AUDITING
STANDARDS AND THE UNIFORM GUIDANCE**

June 30, 2022 and 2021

With Independent Auditor's Reports





INDEPENDENT AUDITOR'S REPORT

Board of Directors
Amoskeag Health

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Amoskeag Health (the Organization), which comprise the balance sheets as of June 30, 2022 and 2021, and the related statements of operations and changes in net assets, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2022 and 2021, and the results of its operations, changes in its net assets and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

We conducted our audits in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. 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.

Adjustment to Prior Period Financial Statements

As discussed in Note 1 to the financial statements, the accompanying 2021 financial statements have been restated to report patient accounts receivable and patient service revenue at the net amount expected to be paid in exchange for the services rendered. We audited the adjustments applied to the accompanying 2021 financial statements. In our opinion, such adjustments are appropriate and have been properly applied. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles, 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.

Board of Directors
Amoskeag Health
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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 U.S. generally accepted auditing standards and *Government Auditing Standards* 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.

In performing an audit in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*, 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.

Board of Directors
Amoskeag Health
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Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 9, 2023 on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
January 9, 2023

AMOSKEAG HEALTH**Balance Sheets****June 30, 2022 and 2021****ASSETS**

	<u>2022</u>	Restated <u>2021</u>
Current assets		
Cash and cash equivalents	\$ 3,198,957	\$ 4,731,957
Patient accounts receivable	1,422,968	1,302,378
Grants and other receivables	1,856,067	880,300
Other current assets	<u>154,142</u>	<u>300,180</u>
Total current assets	6,632,134	7,214,815
Property and equipment, net	3,863,277	4,152,995
Other assets	<u>56,288</u>	<u>-</u>
Total assets	<u>\$10,551,699</u>	<u>\$11,367,810</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	\$ 528,569	\$ 754,413
Accrued payroll and related expenses	1,352,346	1,723,122
Current maturities of long-term debt	<u>53,464</u>	<u>52,072</u>
Total current liabilities	1,934,379	2,529,607
Long-term debt, less current maturities	<u>1,456,492</u>	<u>1,503,059</u>
Total liabilities	<u>3,390,871</u>	<u>4,032,666</u>
Net assets		
Without donor restrictions	5,973,864	6,550,422
With donor restrictions	<u>1,186,964</u>	<u>784,722</u>
Total net assets	<u>7,160,828</u>	<u>7,335,144</u>
Total liabilities and net assets	<u>\$10,551,699</u>	<u>\$11,367,810</u>

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

AMOSKEAG HEALTH

Statements of Operations and Changes in Net Assets

Years Ended June 30, 2022 and 2021

	<u>2022</u>	<u>Restated 2021</u>
Operating revenue		
Net patient service revenue	\$12,336,088	\$10,620,004
Grants, contracts and support	10,010,217	9,926,932
Paycheck Protection Program loan forgiveness	-	1,467,800
Other operating revenue	251,582	110,480
Net assets released from restriction for operations	<u>1,281,713</u>	<u>1,026,327</u>
Total operating revenue	<u>23,879,600</u>	<u>23,151,543</u>
Operating expenses		
Salaries and wages	14,533,999	13,238,880
Employee benefits	3,187,333	2,551,855
Program supplies	653,598	536,720
Contracted services	3,661,540	2,724,436
Occupancy	891,952	829,588
Other	993,893	868,512
Depreciation and amortization	484,603	500,368
Interest	<u>49,240</u>	<u>62,581</u>
Total operating expenses	<u>24,456,158</u>	<u>21,312,940</u>
(Deficiency) excess of revenue over expenses and increase in net assets without donor restrictions	<u>(576,558)</u>	<u>1,838,603</u>
Net assets with donor restrictions		
Contributions	1,683,955	1,190,170
Net assets released from restriction for operations	<u>(1,281,713)</u>	<u>(1,026,327)</u>
Increase in net assets with donor restrictions	<u>402,242</u>	<u>163,843</u>
Change in net assets	<u>(174,316)</u>	2,002,446
Net assets, beginning of year	<u>7,335,144</u>	<u>5,332,698</u>
Net assets, end of year	<u>\$ 7,160,828</u>	<u>\$ 7,335,144</u>

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

AMOSKEAG HEALTH

Statements of Functional Expenses

Years Ended June 30, 2022 and 2021

	2022											
	Healthcare Services							Administrative and Support Services				
	Non-clinical Support Services	Enabling Services	Behavioral Health	Pharmacy	Medical	Special Medical Programs	Community Services	Total Healthcare Services	Facility	Marketing and Fundraising	Administration	Total
Salaries and wages	\$ 1,589,188	\$ 522,756	\$ 2,077,687	\$ 57,202	\$ 6,866,765	\$ 868,250	\$ 322,390	\$12,304,238	\$ 140,951	\$ 180,702	\$ 1,908,108	\$14,533,999
Employee benefits	314,689	121,963	492,395	12,507	1,555,198	165,054	76,307	2,738,113	26,641	44,672	377,907	3,187,333
Program supplies	-	3,285	20,653	206,063	369,061	4,286	34,242	637,590	-	354	15,654	653,598
Contracted services	135,393	410,966	17,593	308,135	551,961	604,501	696,527	2,725,076	211	19,176	917,077	3,661,540
Occupancy	109,182	14,929	95,586	3,843	609,820	104,763	510	938,633	(536,020)	15,504	473,835	891,952
Other	131,553	7,763	39,218	29	161,638	23,129	43,632	406,962	68,980	23,827	494,124	993,893
Depreciation and amortization interest	1,564	-	12,178	-	111,443	95	1,573	126,853	251,011	504	106,235	484,603
	-	-	-	-	-	-	-	-	48,226	-	1,014	49,240
Total	\$ 2,281,569	\$ 1,081,662	\$ 2,755,310	\$ 587,779	\$10,225,886	\$ 1,770,078	\$ 1,175,181	\$19,877,465	\$ -	\$ 284,739	\$ 4,293,954	\$24,456,158

	2021											
	Healthcare Services							Administrative and Support Services				
	Non-clinical Support Services	Enabling Services	Behavioral Health	Pharmacy	Medical	Special Medical Programs	Community Services	Total Healthcare Services	Facility	Marketing and Fundraising	Administration	Total
Salaries and wages	\$ 1,443,105	\$ 572,404	\$ 2,179,922	\$ 69,028	\$ 5,916,509	\$ 832,105	\$ 275,664	\$11,288,737	\$ 132,793	\$ 165,591	\$ 1,651,759	\$13,238,880
Employee benefits	279,237	115,773	463,013	17,219	1,018,387	149,979	57,331	2,100,939	23,902	31,089	395,925	2,551,855
Program supplies	1,030	2,259	46,502	181,901	253,478	10,685	28,469	524,324	110	6,004	6,282	536,720
Contracted services	206,814	280,152	122,384	311,761	762,194	347,396	351,447	2,382,148	-	16,018	326,270	2,724,436
Occupancy	105,110	14,372	92,022	3,700	587,893	100,856	-	903,953	(530,321)	14,926	441,030	829,588
Other	78,320	8,310	68,944	-	160,715	18,080	20,064	354,433	72,395	39,600	402,084	868,512
Depreciation and amortization interest	566	-	14,276	-	95,931	569	1,573	112,915	242,975	504	143,974	500,368
	-	-	-	-	-	-	-	-	58,146	-	4,435	62,581
Total	\$ 2,114,182	\$ 993,270	\$ 2,987,063	\$ 583,609	\$ 8,795,107	\$ 1,459,670	\$ 734,548	\$17,667,449	\$ -	\$ 273,732	\$ 3,371,759	\$21,312,940

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

AMOSKEAG HEALTH

Statements of Cash Flows

Years Ended June 30, 2022 and 2021

	<u>2022</u>	<u>Restated 2021</u>
Cash flows from operating activities		
Change in net assets	\$ (174,316)	\$ 2,002,446
Adjustments to reconcile change in net assets to net cash (used) provided by operating activities		
Depreciation and amortization	484,603	500,368
(Increase) decrease in the following assets		
Patient accounts receivable	(120,590)	348,165
Grants and other receivables	(975,767)	105,501
Other current assets	146,038	(185,260)
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	(225,844)	228,102
Accrued payroll and related expenses	(370,776)	249,457
Paycheck Protection Program refundable advance	<u>-</u>	<u>(1,467,800)</u>
Net cash (used) provided by operating activities	<u>(1,236,652)</u>	<u>1,780,979</u>
Cash flows from investing activities		
Purchase of investments	(56,288)	-
Capital expenditures	<u>(189,752)</u>	<u>(399,526)</u>
Net cash used by investing activities	<u>(246,040)</u>	<u>(399,526)</u>
Cash flows from financing activities		
Payments on line of credit	-	(450,000)
Payments on long-term debt	<u>(50,308)</u>	<u>(48,421)</u>
Net cash used by financing activities	<u>(50,308)</u>	<u>(498,421)</u>
Net (decrease) increase in cash and cash equivalents	(1,533,000)	883,032
Cash and cash equivalents, beginning of year	<u>4,731,957</u>	<u>3,848,925</u>
Cash and cash equivalents, end of year	<u>\$ 3,198,957</u>	<u>\$ 4,731,957</u>
Supplemental disclosures of cash flow information		
Cash paid for interest	<u>\$ 49,240</u>	<u>\$ 62,581</u>

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

AMOSKEAG HEALTH

Notes to Financial Statements

June 30, 2022 and 2021

Organization

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

1. Summary of Significant Accounting Policies

Basis of Presentation

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

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

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

Use of Estimates

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

Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Organization is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

AMOSKEAG HEALTH

Notes to Financial Statements

June 30, 2022 and 2021

COVID-19 and Relief Funding

In March 2020, the World Health Organization declared coronavirus disease (COVID-19) a global pandemic and the United States federal government declared COVID-19 a national emergency. The Organization implemented an emergency response to ensure the safety of its patients, staff and the community. In adhering to guidelines issued by the State of New Hampshire and the Center for Disease Control, the Organization took steps to create safe distances between both staff and patients. Medical and behavioral health patient visits were done through telehealth when appropriate.

The Organization received a loan in the amount of \$1,467,800 in April 2020 pursuant to the Paycheck Protection Program (PPP), a program implemented by the U.S. Small Business Administration (SBA). The loan principal and interest were subject to forgiveness, upon the Organization's request, to the extent that the proceeds are used to pay qualifying expenditures incurred by the Organization during a specific covered period. The PPP was fully forgiven by the SBA and the lender in May 2021.

The Organization received a loan in the amount of \$250,000 in July 2020 from the COVID-19 Emergency Healthcare System Relief Fund (Relief Loan), a program implemented by the State of New Hampshire, Department of Health and Human Services. The Relief Loan was converted to a grant during 2021 and recognized as revenue upon conversion.

The various COVID-19 programs are complex and subject to interpretation. The programs may be subject to future investigation by governmental agencies. Any difference between amounts previously recognized and amounts subsequently determined to be recoverable or payable are adjusted in future periods as adjustments become known.

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits, money market funds and petty cash.

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

Revenue Recognition and Patient Accounts Receivable

Net patient service revenue is reported at the amount that reflects the consideration to which the Organization expects to be entitled in exchange for providing patient care. These amounts are due from patients and third-party payers (including commercial insurers and governmental programs). Generally, the Organization bills the patients and third-party payers several days after the services are performed. Revenue is recognized as performance obligations are satisfied.

AMOSKEAG HEALTH

Notes to Financial Statements

June 30, 2022 and 2021

Performance obligations are determined based on the nature of the services provided by the Organization. The Organization measures the performance obligations as follows:

- Medical, behavioral health, optometry, podiatry and ancillary services are measured from the commencement of an in-person or virtual encounter with a patient to the completion of the encounter. Ancillary services provided the same day are considered to be part of the performance obligation and are not deemed to be separate performance obligations.
- Contract pharmacy services are measured when the prescription is dispensed to the patient as reported by the pharmacy administrator.

The majority of the Organization's performance obligations are satisfied at a point in time.

The Organization has determined that the nature, amount, timing and uncertainty of revenue and cash flows are affected by the payer. In assessing collectability, the Organization has elected the portfolio approach. The portfolio approach is being used as the Organization has a large volume of similar contracts with similar classes of customers (patients). The Organization reasonably expects that the effect of applying a portfolio approach to a group of contracts would not differ materially from considering each contract separately. Management's judgment to group the contracts by portfolio is based on the payment behavior expected in each portfolio category. As a result, aggregating all the contracts (which are at the patient level) by the particular payer or group of payers will result in the recognition of the same amount of revenue as applying the analysis at the individual patient level. A table detailing the payers is presented in Note 7.

A summary of payment arrangements follows:

Medicare

The Organization is primarily reimbursed for services provided to patients based on the lesser of actual charges or prospectively set rates for all FQHC services provided to a Medicare beneficiary on the same day. Certain other services provided to patients are reimbursed based on predetermined payment rates for each Current Procedural Terminology (CPT) code, which may be less than the Organization's public fee schedule.

Medicaid

The Organization is primarily reimbursed for services provided to patients based on prospectively set rates for all FQHC services furnished to a Medicaid beneficiary on the same day. Certain other services provided to patients are reimbursed based on predetermined payment rates for each CPT code, which may be less than the Organization's public fee schedule.

AMOSKEAG HEALTH

Notes to Financial Statements

June 30, 2022 and 2021

Other Payers

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

Patients

The Organization provides care to patients who meet certain criteria under its sliding fee discount program. The Organization estimates the costs associated with providing this care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for the sliding fee discount program. The estimated cost of providing services to patients under the Organization sliding fee discount policy amounted to \$2,844,226 and \$2,662,554 for the years ended June 30, 2022 and 2021, respectively. The Organization is able to provide these services with a component of funds received through federal grants.

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

340B Contract Pharmacy Program Revenue

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. This program requires drug manufacturers to provide outpatient drugs to FQHCs and other covered entities at a reduced price. The Organization contracts with other local pharmacies under this program. The contract pharmacies dispense drugs to eligible patients of the Organization and bill commercial insurances on behalf of the Organization. Reimbursement received by the contract pharmacies is remitted to the Organization, less dispensing and administrative fees. The dispensing and administrative fees are costs of the program and not deemed to be implicit price concessions which would reduce the transaction price. The Organization recognizes revenue in the amounts that reflect the consideration to which it expects to be entitled in exchange for the prescription after the amount has been determined by the pharmacy benefits manager.

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

AMOSKEAG HEALTH**Notes to Financial Statements****June 30, 2022 and 2021****Patient Accounts Receivable**

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. U.S. GAAP requires disclosure of opening balances of contracts receivable, which amounted to \$1,650,543 at July 1, 2020.

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

	<u>2022</u>	Restated <u>2021</u>
Medical and dental patient accounts receivable	\$ 1,302,100	\$ 1,206,770
Contract 340B pharmacy program receivables	<u>120,868</u>	<u>95,608</u>
Total patient accounts receivable	<u>\$ 1,422,968</u>	<u>\$ 1,302,378</u>

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

	<u>2022</u>	<u>2021</u>
Governmental plans		
Medicare	13 %	17 %
Medicaid	44 %	44 %
Commercial payers	19 %	11 %
Patient	<u>24 %</u>	<u>28 %</u>
Total	<u>100 %</u>	<u>100 %</u>

Grants and Other Receivables

Grants receivable are stated at the amount management expects to collect from outstanding balances. All such amount are considered collectible.

A portion of the Organization's revenue is derived from cost-reimbursable grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as deferred revenue. The Organization has been awarded cost reimbursable grants with project periods extending beyond June 30, 2022 in the aggregate amount of \$10,622,509 that have not been recognized at June 30, 2022 because qualifying expenditures have not yet been incurred.

AMOSKEAG HEALTH

Notes to Financial Statements

June 30, 2022 and 2021

The Organization receives a significant amount of grants from HHS. As with all government funding, these grants are subject to reduction or termination in future years. For the years ended June 30, 2022 and 2021, grants from HHS (including both direct awards and awards passed through other organizations) represented approximately 72% and 68%, respectively, of grants, contracts and support revenue.

Property and Equipment

Property and equipment are carried at cost. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets. The Organization's capitalization policy is applicable for acquisitions greater than \$1,000.

Contributions

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

The Organization reports gifts of property and equipment as support without donor restrictions unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as support with donor restrictions. Absent explicit donor stipulations about how long those long-lived assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service.

Functional Expenses

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

AMOSKEAG HEALTH**Notes to Financial Statements****June 30, 2022 and 2021****Restatement of Prior Period Financial Statements**

The Organization's 2021 financial statements did not include all of management's adjustments to patient accounts receivable and patient service revenue. As a result, the financial statements and related notes have been restated to reflect the net amount that was expected to be paid in exchange for the services rendered.

The impact of the restatement on the financial statements as of and for the year ended June 30, 2021 was as follows:

	Balance as Originally <u>Reported</u>	<u>Restatement</u>	Balance as <u>Restated</u>
Assets			
Patient accounts receivable	\$ 1,806,238	\$ (503,860)	\$ 1,302,378
Net Assets			
Without donor restrictions	7,054,282	(503,860)	6,550,422
Operating revenue			
Net patient service revenue	11,123,864	(503,860)	10,620,004
Excess of revenue over expenses and increase in net assets without donor restrictions	2,342,463	(503,860)	1,838,603

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through January 9, 2023, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments. The Organization has various sources of liquidity at its disposal, including cash and cash equivalents and a \$1,000,000 line of credit (Note 4).

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

	<u>2022</u>	<u>2021</u>
Cash and cash equivalents	\$ 3,198,957	\$ 4,731,957
Patient accounts receivable	1,422,968	1,302,378
Grants and other receivables	<u>1,856,067</u>	<u>880,300</u>
Financial assets available	6,477,992	6,914,635
Less net assets with donor restrictions	<u>1,186,964</u>	<u>784,722</u>
Financial assets available for general expenditure	<u>\$ 5,291,028</u>	<u>\$ 6,129,913</u>

AMOSKEAG HEALTH**Notes to Financial Statements****June 30, 2022 and 2021**

The Organization had average days (based on normal expenditures) cash and cash equivalents on hand of 49 and 83 at June 30, 2022 and 2021, respectively. The Organization's goal is generally to have, at the minimum, the Health Resources and Services Administration recommended days cash on hand for operations of 30 days.

3. Property and Equipment

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

	<u>2022</u>	<u>2021</u>
Land	\$ 81,000	\$ 81,000
Building and leasehold improvements	5,408,625	5,330,228
Furniture and equipment	<u>2,689,274</u>	<u>2,590,248</u>
Total cost	8,178,899	8,001,476
Less accumulated depreciation	<u>4,327,951</u>	<u>3,848,481</u>
	3,850,948	4,152,995
Projects in process	<u>12,329</u>	<u>-</u>
Property and equipment, net	<u>\$ 3,863,277</u>	<u>\$ 4,152,995</u>

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

4. Line of Credit

The Organization has a \$1,000,000 line of credit demand note with a local banking institution with interest at Bloomberg Short-Term Bank Yield Index rate plus 2.75% (4.35% at June 30, 2022). The line of credit is collateralized by all assets. There was no balance outstanding at June 30, 2022 and 2021.

The Organization has a 30-day paydown requirement on the line of credit, which was met for the year ended June 30, 2022.

5. Long-Term Debt

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

	<u>2022</u>	<u>2021</u>
Note payable, with a local bank (see terms below)	\$ 1,509,956	\$ 1,555,131
Less current maturities	<u>53,464</u>	<u>52,072</u>
Long-term debt, less current maturities	<u>\$ 1,456,492</u>	<u>\$ 1,503,059</u>

AMOSKEAG HEALTH

Notes to Financial Statements

June 30, 2022 and 2021

The Organization has a promissory note with Citizens Bank, N. A. (Citizens), collateralized by real estate, for \$1,670,000 with NHHEFA participating in the lending for \$450,000 of the note payable. Monthly payments of \$8,011, including interest fixed at 3.05%, are based on a 25 year amortization schedule and are to be paid through April 2026, at which time a balloon payment will be due for the remaining balance.

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

2023		\$ 53,464
2024		50,882
2025		52,602
2026		1,299,544
Total		<u>\$ 1,456,492</u>

The Organization is required to meet an annual minimum working capital and debt service coverage debt covenants as defined in the loan agreement with Citizens. In the event of default, Citizens has the option to terminate the agreement and immediately request payment of the outstanding debt without notice of any kind to the Organization. The Organization was not in compliance with the debt service coverage ratio at June 30, 2022 and received a waiver from the bank for the covenant default.

6. Net Assets

Net assets were as follows as of June 30:

	<u>2022</u>	<u>Restated 2021</u>
Net assets without donor restrictions		
Undesignated	\$ 5,467,935	\$ 6,048,585
Designated for working capital	<u>505,929</u>	<u>501,837</u>
Total	<u>\$ 5,973,864</u>	<u>\$ 6,550,422</u>
Net assets with donor restrictions for specific purpose		
Temporary in nature		
Healthcare and related program services	\$ 929,570	\$ 518,180
Child health services	<u>156,036</u>	<u>165,184</u>
Total	1,085,606	683,364
Permanent in nature		
Available to borrow for working capital as needed	<u>101,358</u>	<u>101,358</u>
Total	<u>\$ 1,186,964</u>	<u>\$ 784,722</u>

AMOSKEAG HEALTH

Notes to Financial Statements

June 30, 2022 and 2021

7. Patient Service Revenue

Patient service revenue follows for the years ended June 30:

	<u>2022</u>	<u>Restated 2021</u>
Gross charges	\$20,301,722	\$19,234,585
Less: Contractual adjustments and implicit price concessions	(7,313,357)	(7,737,016)
Sliding fee discount policy adjustments	<u>(2,241,893)</u>	<u>(2,266,275)</u>
Total net direct patient service revenue	10,746,472	9,231,294
Contract 340B program revenue	<u>1,589,616</u>	<u>1,388,710</u>
Total patient service revenue	<u>\$12,336,088</u>	<u>\$10,620,004</u>

Revenue from Medicaid accounted for approximately 61% and 57% of the Organization's gross patient service revenue for the years ended June 30, 2022 and 2021, respectively. No other individual payer represented more than 10% of the Organization's gross patient service revenue.

8. Benefit Plans

The Organization has a defined contribution plan under Internal Revenue Code Section 403(b) that covers substantially all employees. The Organization contributed \$329,371 and \$304,497 for the years ended June 30, 2022 and 2021, respectively.

The Organization provides health insurance to its employees through a captive self-insurance plan. The Organization estimates and records a liability for claims incurred but not reported for employee health provided through the captive self-insured plan. The liability is estimated based on prior claims experience and the expected time period from the date such claims are incurred to the date the related claims are submitted and paid.

9. Lease Commitments

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

2023	\$ 206,787
2024	190,961
2025	<u>103,229</u>
Total	<u>\$ 500,977</u>

Rent expense amounted to \$282,448 and \$274,689 for the years ended June 30, 2022 and 2021, respectively.

AMOSKEAG HEALTH

Notes to Financial Statements

June 30, 2022 and 2021

10. Medical Malpractice Insurance

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of June 30, 2022, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and additional medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

SUPPLEMENTARY INFORMATION

AMOSKEAG HEALTH

Schedule of Expenditures of Federal Awards

Year Ended June 30, 2022

Federal Grantor/Pass-Through Grantor/Program Title	Assistance Listing Number	Pass-Through Contract Number	Total Federal Expenditures	Amount Passed Through to Subrecipients
<u>U.S. Department of Health and Human Services</u>				
<u>Direct</u>				
Health Center Program Cluster				
Consolidated Health Centers (Community Health Centers, Migrant Health Centers, Health Care for the Homeless, and Public Housing Primary Care)	93.224		\$ 879,060	\$ -
COVID-19 Consolidated Health Centers (Community Health Centers, Migrant Health Centers, Health Care for the Homeless, and Public Housing Primary Care)	93.224		1,950,814	-
Total AL 93.224			2,829,874	-
Affordable Care Act (ACA) Grants for New and Expanded Services Under the Health Center Program	93.527		2,628,754	-
Total Health Center Program Cluster			5,458,628	-
<u>Passthrough:</u>				
<u>The Mental Health Center of Greater Manchester</u>				
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	n/a	203,510	-
<u>State of New Hampshire Department of Health and Human Services</u>				
Affordable Care Act (ACA) Personal Responsibility Education Program	93.092	157274- B001/90018440	118,214	-
Family Planning Services	93.217	1069352	30,389	-
Temporary Assistance for Needy Families	93.558	B001/90080206	37,503	-
Child Abuse and Neglect Discretionary Activities	93.670	645-504004/42105745	47,226	13,634
COVID-19 Child Abuse and Neglect Discretionary Activities	93.670	NH75OT000031; N 90CA1858	8,898	-
Total AL 93.670			56,124	13,634
Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations	93.898	NU58DP006298	108,511	-
Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations	93.898	102-500731/90080081	36,468	-
Total AL 93.898			144,979	-
Maternal and Child Health Services Block Grant to the States	93.994	1062420	58,792	-
Maternal and Child Health Services Block Grant to the States	93.994	561-500911/93001000	303,572	-
Maternal and Child Health Services Block Grant to the States	93.994	562-500912/93001000	133,750	-
Total AL 93.994			496,114	-
<u>University System of New Hampshire</u>				
Every Student Succeeds Act/Preschool Development Grants	93.434	17737- 0001/202020243	555,529	274,034
<u>Bi-State Primary Care Association, Inc.</u>				
Opioid STR	93.788	n/a	89,708	-
Total U.S. Department of Health and Human Services			7,190,698	287,668

The accompanying notes are an integral part of this schedule.

AMOSKEAG HEALTH

Schedule of Expenditures of Federal Awards

Year Ended June 30, 2022

Federal Grantor/Pass-Through Grantor/Program Title	Assistance Listing Number	Pass-Through Contract Number	Total Federal Expenditures	Amount Passed Through to Subrecipients
<u>U.S. Department of Housing and Urban Development</u>				
<u>Passthrough:</u>				
<u>City of Manchester, New Hampshire</u>				
Community Development Block Grants/Entitlement Grants	14.218	210721A	45,000	-
<u>U.S. Department of Justice</u>				
<u>Passthrough:</u>				
<u>State of New Hampshire Department of Justice</u>				
Crime Victim Assistance/Discretionary Grants	16.582	157274-B001/2018-V3-GX-0038	186,128	10,000
<u>City of Manchester, New Hampshire Police Department</u>				
Comprehensive Opioid Abuse Site-Based Program	16.838	n/a	72,420	-
Total U.S. Department of Justice			258,548	10,000
<u>U.S. Department of Treasury</u>				
<u>Passthrough:</u>				
<u>City of Manchester, New Hampshire</u>				
COVID-19 Coronavirus State And Local Fiscal Recovery Funds	21.027	212422 ARPA	54,380	15,953
<u>City of Manchester, New Hampshire Police Department</u>				
COVID-19 Coronavirus State And Local Fiscal Recovery Funds	21.027	410222 APRA	156,682	105,765
<u>Bi-State Primary Care Association, Inc.</u>				
COVID-19 Coronavirus State And Local Fiscal Recovery Funds	21.027	n/a	99,837	-
Total AL 21.027			310,899	121,718
Total U.S. Department of Treasury			310,899	121,718
<u>U.S. Department of Education</u>				
<u>Passthrough:</u>				
<u>City of Manchester, New Hampshire School District</u>				
School Improvement Grants	84.377	n/a	10,400	-
Total Expenditures of Federal Awards, All Programs			7,815,545	419,386

The accompanying notes are an integral part of this schedule.

AMOSKEAG HEALTH

Notes to Schedule of Expenditures of Federal Awards

Year Ended June 30, 2022

1. Summary of Significant Accounting Policies

Expenditures reported in the Schedule of Expenditures of Federal Awards (Schedule) are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), wherein certain types of expenditures are not allowable or are limited as to reimbursement.

2. De Minimis Indirect Cost Rate

Amoskeag Health (the Organization) has elected not to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.

3. Basis of Presentation

The Schedule includes the federal grant activity of the Organization. The information in this Schedule is presented in accordance with the requirements of the Uniform Guidance. Because the Schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Board of Directors
Amoskeag Health

We have audited, in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Amoskeag Health (the Organization), which comprise the balance sheet as of June 30, 2022, and the related statements of operations and changes in net assets, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated January 9, 2023.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Board of Directors
Amoskeag Health

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
January 9, 2023



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE
FOR THE MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

Board of Directors
Amoskeag Health

Report on Compliance for the Major Federal Program

Opinion on the Major Federal Program

We have audited Amoskeag Health's (the Organization) compliance with the types of compliance requirements identified as subject to audit in the Office of Management and Budget *Compliance Supplement* that could have a direct and material effect on its major federal program for the year ended June 30, 2022. The Organization's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Organization complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2022.

Basis for Opinion on the Major Federal Program

We conducted our audit of compliance in accordance with U.S. generally accepted auditing standards; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major federal program. Our audit does not provide a legal determination of the Organization's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Organization's federal programs.

Board of Directors
Amoskeag Health

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Organization's compliance based on our audit. 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 U.S. generally accepted auditing standards, *Government Auditing Standards* and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Organization's compliance with the requirements of the major federal program as a whole.

In performing an audit in accordance with U.S. generally accepted auditing standards, *Government Auditing Standards* and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, 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 Organization's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Organization's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Board of Directors
Amoskeag Health

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
January 9, 2023

AMOSKEAG HEALTH

Schedule of Findings and Questioned Costs

Year Ended June 30, 2022

1. Summary of Auditor's Results

Financial Statements

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

- Material weakness(es) identified? Yes No
- Significant deficiency(ies) identified that are not considered to be material weakness(es)? Yes None reported
- Noncompliance material to financial statements noted? Yes No

Federal Awards

Internal control over major programs:

- Material weakness(es) identified? Yes No
- Significant deficiency(ies) identified that are not considered to be material weakness(es)? Yes None reported

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? Yes No

Identification of major programs:

Assistance Listing Number Name of Federal Program or Cluster

Health Center Program Cluster

Dollar threshold used to distinguish between Type A and Type B programs: \$750,000

Auditee qualified as low-risk auditee? Yes No

2. Financial Statement Findings

None

3. Federal Award Findings and Questioned Costs

None

Name	Board Role
Angella Chen-Shadeed	Director
Christian Scott	Chair
David Crespo	Secretary
Dawn McKinney	Director
Debra (Debbie) Manning	Vice Chair
Gail Tudor	Director
Jill Bille	Director
Kathleen Davidson	Director
Madhab Gurung	Director
Obhed Giri	Director
Oreste "Rusty" Mosca	Director
Richard Elwell	Treasurer
Thomas Lavoie	Director
Vanessa Maradiaga	Director

JANET E. CLARK

PROFESSIONAL EXPERIENCE:

Amoskeag Health, Manchester, NH

Director, Special Medical Programs 2003 to Present

- Management of four programs for children with special health care needs, including the Child Development Clinic, Neuromotor Clinic, Complex Care Network, Health Care Coordination, and Nutrition programs.
- Member of Amoskeag Health Management Team
- Responsible for contract management and program compliance with state and federal mandates.
- Supervise 14 Amoskeag Health employees and 11 contractors

Regional Program Coordinator, Child Development Unit October 1987 to Present

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

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

Intake Coordinator (Contractor) 1997- 1999

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

SSI Needs Assessments (Contractor) 1995-1997

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

Regional Clinic Coordinator – Genetics Services Program 1995-1998

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

Child Health Services

Family Support Worker 1984 –1987

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

New Hampshire Catholic Charities, Inc. Manchester and Keene, NH

Social Worker 1979 –1983

Responsible for the delivery of clinical, social and parish outreach services.

Cooperative Extension Services, Milford, NH

Program Assistant 1978- 1979
Responsible for planning and implementing volunteer recruitment programs for Hillsborough County.

Main Street House, Noank, CT

Assistant Director 1976 -1977
A group home for teenage girls, ages 14 though 18.

EDUCATIONAL BACKGROUND:

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

Professional Development:

Certificate in Community Health Leadership (Bi-State Primary Care Association) 2010

Autism Spectrum Disorder, Training Certification in Autism Diagnostic Observation Scale, ADHD, Family Support, Genetics, Spectrum of Developmental Disabilities at Johns Hopkins University (1990 and 2013)
CHAD Child Maltreatment Conferences, ACE/Trauma Informed Interventions, Zero to Three, Boston Medical Center Developmental Pediatrics

References available upon request.

EVELYN GIBNEY

Evelyn Gibney ♦ [Redacted]

OBJECTIVES:

Seeking Administrative/Program Assistant position and making the most of extensive experience in the medical field. I hope to achieve many new skills and be able to use the skills I now have. I have a positive attitude, excellent time management skills and organized approach. I am very reliable, self-directed, resourceful, and passionate.

EDUCATION:

Life Long Learning	Manchester	2016
LNA Certified	Manchester	2008
LNA Certified	Bedford	1995
Genesis Health Care	Bedford	NH
Groveton High School	Groveton	NH

EXPERIENCE:

Child Health Services/ MCHC/Neuromotor ♦ 145Hollis Street, Manchester, NH 03101
Secretary /Administrative Assistant 2003 - Present

- Answering phones
- Coordinating Neuromotor clinic
- Gather intake information
- Setting up and maintenance of charts
- Record keeping -maintaining confidentiality
- Management of the transcription process
- Assist with preparation and timely submission of state required statistical forms
- Generate appointment letters, HIPPA releases,
- Confirmation phone calls prior to clinic.
- Function as Medical Assistant during Neuromotor clinics, weighing and measuring, and responsibility for patient flow.
- Cross training for CHS multi phone lines, receptionist and charts
- Working cooperatively with CHS/MCHC administrative staff

Evelyn Gibney

Bavarian German Restaurant ♦ 1461 Hooksett Rd C7, Hooksett, NH 03106
Bartender/Server 2010-2015

- Bartending
- Food Service
- Cashiering
- Maintenance of bar inventory

Altex ♦ Canal Street, Manchester, NH 03101
Production Worker 2001-2003

- Labeling
- Stocking
- Sewing

Bijoy Kundo, MD ♦ 88 McGregor St Ste 104, Manchester, NH 03102
Medical Assistant/Secretary 2000-2001

- Receptionist
- Blood pressures, Pulse, Respirations, HCG test, Glucose, etc.
- Preparing charts for appointment
- Billing
- Maintain supplies, inventory, ordering of office and clinic orders
-

Hillsborough County Nursing Home ♦ 88 McGregor St Ste 104, Manchester, NH 03102
LNA 1998-2000

- LNA Certification
- ADL
- Temperature
- Pulse
- Blood Pressure
- Feeding
- Changing linen
- Bathing residents
- Record keeping
- Intake/out put
- Changing Residents

Evelyn Gibney

Genesis Eldercare ♦ 91 Country Village Rd, Lancaster, NH 03584
LNA 1996-1998

- LNA Certification
- ADL
- Temperature
- Pulse
- Blood Pressure
- Feeding
- Changing linen
- Bathing residents
- Record keeping
- Intake/out put
- Changing Residents

Genesis Eldercare ♦ 25 Ridgewood Rd, Bedford, NH 03110
LNA /Certification 1995-1996

- LNA Certification
- ADL
- Temperature
- Pulse
- Blood Pressure
- Feeding
- Changing linen
- Bathing residents
- Record keeping
- Intake/out put
- Changing Residents

Evelyn Gibney

SKILLS:

- Proficiency and Certified in Excel/Word, Microsoft Office/Outlook, Epic and State of NH Citrix software
- Knowledge of medical terminology;
- Excellent communication skills
- Team player who has flexibility to respond to the occasional demands for or change in priorities within the clinic;
- Ability to understand and maintain client confidentiality.
- Ordering of Neuromotor Supplies
- Mass mailing for multi departments Neuromotor, CDC, Nutrition and etc.-Computer based surveys
- Compassionate and supportive with patients and families demeanor.

Anne T. Burgess



Education:

Boston City Hospital School of Nursing - Boston, MA
Diplomate in Nursing — GPA: 3.75 Rank: 8/99

Licensures:

New Hampshire State Registered Nurse License 02/76
Massachusetts State Registered Nurse License 10/68

Certifications:

Certified Diabetes Educator - 1997 — 2017
Recertified – 2002, 2007, 2012

Positions Held:

Amoskeag Health – Federally Qualified Health Center

Hillsborough County Nurse Health Care Coordinator 2020 – present
Public Health Nurse Coordinator responsibilities include coordinating the care and offer support and education to the families of children with complex medical conditions. Additional responsibilities include coordinating with community agencies, school departments and medical providers to both enhance services and offer educational opportunities to their staffs. Self-education to keep abreast of new technology and treatment options in Pediatrics.

Neuromotor Clinic Nurse Coordinator 2004 - 2020
Public Health Nurse Coordinator, Manchester Neuromotor Clinic responsibilities include coordinating the care and offer support and education to the families of children with complex neuromotor conditions. Additional responsibilities include coordinating a multi-disciplinary clinic. Supervision, orientation and continuing education of clinic staff comprised of medical assistant, program assistant and community-based care coordinators. Coordinating with community agencies, school departments and medical providers to both enhance services and offer educational opportunities to their staffs. Self-education to keep abreast of new technology in neuromotor and Pediatrics.

Children's Hospital @ Dartmouth — Manchester, NH 1996- 2003

Pediatric Diabetes and Endocrinology Nurse Clinician

Responsibilities included coordinating the care of complex Pediatric Endocrine patients. Additional responsibilities include evaluating and obtaining history on diabetic and endocrine patients, then presenting patient to Attending Physician. Educating and managing Type 1 and Type 2 Diabetics. Triaging emergency phone calls. Coordinating and management of attending physician schedule, involved in coordinating clinical research protocols. Coordinating testing procedures. Evaluating laboratory results to notify attending of abnormalities requiring immediate attention. Educating Student Nurses, Nurses, and Primary Care Physicians in Diabetes and Endocrine conditions. Development of teaching tools. Self-educating to keep abreast of new technology in diabetes and endocrine.

Dartmouth Hitchcock Clinic Manchester — Pediatrics

Telephone triage, Nurse visits, 1995-1996
patient education

Pfizer-Pharmacia 1999- 2003

Clinical Co-Ordinator — alpha and beta software testing,
Seminar presentations — software, both small and large group

Department of Health, City of Manchester, NH 1994-1995

School Nurse — Elementary and High School

Saint Casimir School — Manchester, NH 1986-1994

School Nurse – Elementary SC

Southern New Hampshire Medical Center — Nashua, NH 1975-1978

Staff Nurse — Operating Room

Carney Hospital — Boston, MA 1973-1975

Team Leader — Operating Room, Post-Operative Care Unit

Halifax District Medical Center — Daytona Beach, FL 1972-1973

Staff Nurse — Operating Room

Boston City Hospital — Boston, MA 1968-1972

Assistant Head Nurse - Neurosurgical Operating Room
(Harvard Neurosurgical Service)

Memberships:

American Diabetes Association

American Association of Diabetes Educators

New Hampshire Association of Diabetes Educators

Pediatric Endocrinology Nursing Society

New England Pediatric Endocrinology Nursing Organization

Dartmouth Hitchcock Clinic Manchester — Pediatrics
Telephone triage, Nurse visits, 1995-1996
patient education

Pfizer-Pharmacia 1999- 2003
Clinical Co-Ordinator — alpha and beta software testing,
Seminar presentations — software, both small and large group

Department of Health, City of Manchester, NH 1994-1995
School Nurse — Elementary and High School

Saint Casimir School — Manchester, NH 1986-1994
School Nurse - Elementary

Southern New Hampshire Medical Center — Nashua, NH 1975-1978
Staff Nurse — Operating Room

Carney Hospital — Boston, MA 1973-1975
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Halifax District Medical Center — Daytona Beach, FL 1972-1973
Staff Nurse — Operating Room

Boston City Hospital — Boston, MA 1968-1972
Assistant Head Nurse - Neurosurgical Operating Room
(Harvard Neurosurgical Service)

Memberships:

American Diabetes Association
American Association of Diabetes Educators
New Hampshire Association of Diabetes Educators
Pediatric Endocrinology Nursing Society
New England Pediatric Endocrinology Nursing Organization

Publications:

Bert E. Bachrach, MD, David A. Weinstein, MD, Ma& Orho-Melander, Ph.D., **Anne Burgess, RN**, and Joseph I. Wolfsdorf, MD, BCh. Glycogen Synthase Deficiency (Glycogen Storage Disease Type 0) Presenting with Hyperglycemia and Glucosuria: Report of three new mutations, Journal of Pediatrics, 2002; 140: 781-3.

Abstract (Platform Session): Bert E. Bachrach, David A. Weinstein, MD, Maiju Orho-Melander, PhD, **Anne Burgess, RN**, and Joseph I. Wolfsdorf, MB, BCh. Glycogen Synthase Deficiency (Glycogen Stdrage Disease Type 0) Presenting with Hyperglycemia and Glucosuria: Report of Three New Mutations. Presented by Bert Bachrach, MD at the Pediatric Academic Societies, Baltimore, MD, 2002 Annual Meeting. May 6, 2002.

Anne T. Burgess, RN, CDR, Holiday Tips for Children with Type 1 Diabetes; Anthem Blue Cross Smart Care Newsletter, Nov., 2002

Educational Presentations:

Partners for Healthy Growth: Nashua, New Hampshire Pediatric Nurses: Staff Development Meeting (May 19, 2003)

Diabetes 101; In the Pediatric Residential Care Setting: Jolicoeur School, Manchester, NH, East& Seals New Hampshire: Staff Development Workshop (May 7, 2003)

Gadgets and Gizmos for Children with Diabetes: CHaD Dartmouth Hitchcock Medical Center: Pediatric Endocrinology Review Course (Aug. 30, 2002)

Diabetes Care in the Pre-School Setting: Exeter, NH: Pre-School Staff Development Meeting (May 13, 2002)

New Dilemma for the School Nurse! Carbohydrate Counting, Correction Factor Lantus Insulin and the Insulin Pump: Manchester, NH -Health Department: School Nurse Staff Development Meeting (March 14, 2002)
Raymond, NI-I School Department: Regional School Nurse Staff Development Meeting (April 11, 2002)

Diabetes Update: Type 1 Diabetes Mellitus Yesterday, Today and Tomorrow: Dartmouth Hitchcock Clinic-Manchester: Staff Development Meeting (Jan. 31, 2002)

And what is this? CGMS (Continues Glucose Monitoring System) in the School Setting: Manchester, NH Health Department: Regional School Nurse Workshop (Nov. 15, 2001)

Let's Take the Drudgery Out of SMN'S (Statements of Medical Necessity): Norfolk,
VA, Pfizer-Pharmacia — Pediatric Endocrinology Nursing Society Nurse Enrichment
Day (April, 2000)
Saint Louis, MO, Pfizer-Pharmacia — Pediatric Endocrinology Nursing Society
Nurse Enrichment Day (April, 1999)

Kelly Unger

Education

- University of New Hampshire, Durham, NH. **May 2017**
Master of Education in Early Childhood: Special Needs
- Salter School of Nursing and Allied Health **May 2012**
LNA Certification
- State University of New York at Plattsburgh, Plattsburgh, NY. **May 2008**
Bachelor of Science in Early Childhood/Elementary Education

Trainings and Certifications

- **New Hampshire Teacher Certification** (Beginning Educator Certificate with Endorsements in Elementary Education (K-6) and Early Childhood Special Education)
- **Assistive Technology Graduate Certification**
- Cultural Competency Training
- Epilepsy First Aid
- Suspected Childhood Apraxia Training
- Applied Behavior Analysis Training
- Picture Exchange Communication Level 1 Certification
- VB Mapp Training
- Trained in use of HELP Strands (developmental assessment)
- TSGold
- Early Start Denver Model for Children with Autism Training
- Sensory Processing Training
- Person Centered Planning Training
- Floortime Training
- Social Stories Training

Employment Highlights

Amoskeag Health, Manchester, NH.

July 2023-Present

Complex Care Network Coordinator

- Processes referrals, gathering appropriate health, developmental and educational information.
- Facilitate monthly CCN meetings for SMS (HCC/PIH) staff
- Work collaboratively with referral source to provide resources to family
- Proofread CCN team's clinical documentation for dissemination to participants PCP, family and others as identified
- Coordinate and schedule CCN consultations and clinic appointments
- Oversight/tracking of data to include consultations and educational activities of the team
- Work collaboratively with PCP's, DCYF, school districts, SMS staff and other community agencies
- Attend monthly statewide HCC meetings

Amoskeag Health, Manchester, NH.

December 2017-July 2023

Health Care Coordinator

- Performs care coordinator function within specified timeframes

- Maintains timely and accurate documentation of application, assessment, services, care plans, progress notes and other information required in each child's record
- Understands and subscribes to the philosophy and values of culturally-relevant education, empowerment and community integration
- Works to ensure the family makes informed decisions, and is in regular contact with the child and family to discuss progress, problems and plans
- Communicates and collaborates with child's health and related service providers.
- Understand and subscribe to Standards for Quality Health Care Coordination and provide service according to best practices.
- Assist with interview process for new employees.
- Collaborate in work groups during redesign process of program.

Memorial Elementary School, Bedford, NH.

January 2017-April 2017

Preschool Intern

- Create engaging lesson plans for preschool classroom.
- Collaborated with other teachers for creative and innovative teaching ideas.
- Instructed UDL lessons to 12 preschool students in small and whole groups
- Engaged students in lesson plans following state standards.
- Improve student behavior by incorporating a reward system in classroom.
- Participated in IEP meetings.
- Utilized TsGold Curriculum and Assessment

Moore Center Services, Manchester, NH

July 2012- December 2017

Early Childhood Special Educator and Autism Specialist

- Conduct and complete developmental evaluations to determine eligibility for Early Supports and Services with children 0-3.
- Provide instruction and comprehensive service coordination to children with developmental delays.
- Complete and develop Individual and Family Service Plans for children in Early Supports and Services.
- Provide intensive services to children with a diagnosis of Autism Spectrum Disorder.
- Collaborate for regional Autism services providers to provide coordinated and evidence based services.
- Provide resources and supports to families enrolled in Early Supports and Services.
- Support families during the transition process to the school district and attend IEP meetings.
- Support families who have a child referred for a diagnostic evaluation.
- Provide families with developmentally appropriate strategies to carry over with their children in their homes.
- Serve as a liaison between families and community resources.
- Providing Autism services under a BCBA.

Kindercare Learning Center, Londonderry, NH

October 2011-June 2012

Toddler Teacher

- Promoted cognitive, motor, social and self-help skills in young children.
- Provided support and resources to families of children in the center
- follow a curriculum, develop and instruct developmentally appropriate activities in the classroom.
- asses with cooperate evaluation and provide parent teacher conferences.

The Learning Center, Concord, NH.

October 2010-October 2011

Infant Teacher

- Promoted cognitive, motor, social and self-help skills in young children.
- Provided support and resources to families of children in center.
- Developed and implement developmentally appropriate activities in the classroom.
- Communicated daily with email newsletters to caregivers as wells as use of communication notebook that traveled from home to school and vice versa.

Hobby Lobby, Laredo, TX

July2009-July2010

Assistant Manager

- Check and balance of stores cash/credit card sales.
- Bank deposits.
- Supervise 10 or more employees during closing.
- Order, stock, inventory products.

Curriculum Vitae
Anna Dale Palmer Hutton, Psy.D.

EDUCATIONAL EXPERIENCE:

- 2002 **Doctorate of Psychology**
(APA - accredited program in Clinical Psychology)
Pepperdine University
Dissertation (defended 06/22/01): Predictors of high school completion while in residence for students of a residential, educational program

This project involved the evaluation of factors leading to the success or failure of 81 students enrolled in a nationwide residential educational program. Factors that were evaluated included cognitive factors (as measured by cognitive assessment tests such as the WISC-III), psychological distress (as measured by results of a psychological assessment conducted by staff psychologists), social competency, family support, and developmental factors. The findings of this study suggest that the age of admission to the program, the number of months a student remains in the program, and the number of critical incidents are significant predictors of a student's program completion while in residence. Furthermore, family support, relationship with other residents, and the number of activities in which the student participates appear relevant to a student's program completion.

- 1998 **Master of Arts in Clinical Psychology**
Western Kentucky University, Bowling Green, Kentucky
Thesis: Gender differences in college students' causal attributions for success and failure

This study was designed to identify differences in the ways college men and women make attributions for success and failure and to determine whether there are gender differences in attributions for success and failure in ego-involved areas. Three hundred and ninety undergraduate students completed the Collegiate Attributions Scale. Results showed that (a) college students are more likely to make internal/stable attributions for success in a class of their major than in a class outside their major, (b) females are as likely as males to attribute success to internal/stable factors and failure to external/unstable factors, (c) both males and females tend to attribute academic failure to lack of effort and course difficulty, (d) females are more likely than males to make internal/stable attributions for success in gender role consistent classes and for failure in gender role inconsistent classes, and (e) females are more likely than males to attribute both academic success and failure to effort. These results suggested that female attributions undergo some changes from high school to college but male attributions remain constant.

- 1996 **Bachelor of Arts in English**
Belmont University, Nashville, Tennessee
Thesis: Gender differences in children's literature
Graduated Cum Laude

This project involved the examination children's textbooks from 1980 to 1994 for a trend towards or away from the neutrality of the characters, noting the number of occurrences of gender stereotyping in the texts. Results showed that gender stereotypes have decreased over the past two decades for human characters but have remained fairly constant for animal characters.

CLINICAL TRAINING AND EXPERIENCE:

06/01/2005 – present **Elliot Hospital, Manchester Counseling Services**
Manchester, NH

Responsibilities include conducting complete neuropsychological evaluations for children in an outpatient setting. Testing is conducted for a variety of purposes including evaluating for learning disabilities, Autism Spectrum Disorders, emotional disorders, behavioral disorders, and Attention Deficit Hyperactivity Disorder.

10/04/2004 – 10/08/2005 **LifeSpan Neuropsychological Services, Inc.**
HealthSouth Braintree Rehabilitation Hospital, Braintree, MA

Responsibilities included conducting complete neuropsychological evaluations for children in an outpatient setting. Testing was conducted for a variety of purposes including evaluating for learning disabilities, Autism Spectrum Disorders, emotional disorders, behavioral disorders, and Attention Deficit Hyperactivity Disorder. Classroom observations were frequently conducted as part of the evaluation.

09/01/02 – 09/07/04. **Post Doctoral Fellowship in Pediatric Neuropsychology**
Children's Hospital, New Orleans, LA

Responsibilities included conducting complete neuropsychological evaluations for children in both inpatient and outpatient settings suffering from a variety of illnesses and disorders such as brain tumors, traumatic brain injuries, strokes, seizure disorders, learning disabilities, Autism Spectrum Disorders, behavioral disorders, and Attention Deficit Disorder.

My work with in-patients typically involved evaluating the neuropsychological functioning of children who suffered from traumatic brain injuries, cerebral vascular accidents, and various forms of cancer. I often acted as a liaison between the hospital and the school to facilitate the child's reintegration into school. This involved my neuropsychological evaluation of the child as well as frequent communication with school psychologists, special education coordinators, teachers, and principals to assist the school in meeting the needs of the child.

My work with children in the out-patient setting typically involved the assessment of children for diagnostic purposes and to make recommendations for school. These children typically presented with symptoms of learning disabilities, ADHD, and Autism Spectrum Disorder. I also evaluated children who have been discharged from the Rehabilitation Unit or the Hematology-Oncology Unit to determine the progress of cognitive functioning after treatment.

07/01/01 – 06/30/02 **Pre-Doctoral Internship in Clinical Psychology**
Dartmouth Medical School, Lebanon, NH

Responsibilities included providing individual and family therapy to children, adolescents and their families. I also conducted cognitive, emotional, and psychoeducational assessments with children and adults in an economically depressed rural community. Furthermore, I added a neuropsychological assessment and research component to this internship through the Dartmouth Neuropsychology and Neuroimaging Program. This component has given me the opportunity to gain additional experience in the neuropsychological assessment of adults as part of research projects on OCD, Bipolar Disorder, Schizophrenia, and PTSD.

09/00 – 06/01 **Doctoral Practica:**
Neuropsychiatric Institute/ University of California at Los Angeles

Responsibilities included conducting complete neuropsychological assessments writing the neuropsychological report. At this site, I also had the opportunity to audit courses offered at UCLA, the Neuropsychology of Learning Disorders and Neuroanatomy.

08/99 – 08/00 **Catholic Charities Psychological Services**
Van Nuys, California

Responsibilities included providing psychotherapy for children and adults, formulating behavior management plans for parents and teachers of behavior disordered children as well as conducting cognitive and emotional assessments for children. In addition, I conducted weekly psychoeducational assessments for children with academic and behavioral problems at an elementary school.

01/99 – 07/99 **Airport Marina Counseling Services**
Los Angeles, California

Responsibilities included providing psychotherapy and personality and cognitive assessment services for children and adults.

01/98 – 05/98 **Master's Level Clinical Internship**
Regional Child Development Center
Bowling Green, Kentucky

Responsibilities included implementing treatment plans for children with Autism Spectrum Disorders and developmental delays.

RESEARCH EXPERIENCE:

09/01 – 07/02 Research Assistant
Neuropsychology and Neuroimaging Program
Dartmouth-Hitchcock Medical Center

Responsibilities include attending lab meetings, attending and assisting with fMRI scans, and conducting comprehensive neuropsychological assessment with healthy controls and adults with OCD, bipolar disorder, schizophrenia, or PTSD. Supervisors: Andrew Saykin, Psy. D., ABPP-CN and Robert Roth, Ph. D.

11/99 – 06/01 Staff Research Assistant
UCLA Neuropsychiatric Institute,

Responsibilities include conducting neuropsychological assessments with children with epilepsy for the NIMH Funded Kaplan Research Studies. Supervisors: Rochelle Kaplan, M.D. and Robert Asarnow, Ph.D.

06/99 – 06/01 Research Assistant, Parent and Child Interviewer
UCLA Youth and Adolescent Depression Studies

Responsibilities include conducting interviews with parents and children participating in NIH funded research regarding the treatment of depression and anxiety in children. Supervisor: John Weiss, Ph.D.

07/99 – 07/00 Graduate Research/Teaching Assistant
Department of Education and Psychology
Pepperdine University

Responsibilities included assisting in research regarding predictors of success and failure for the Boys' Hope/Girls' Hope program for at-risk gifted students and scoring Rorschach Ink Blot Tests administered by students enrolled in a course on Advanced Emotional Assessment. Supervisor: Carolyn Keatinge, Ph. D.

08/96 – 05/98 Graduate Research/Teaching Assistant
Department of Psychology
Western Kentucky University

Responsibilities included data entry, grant writing, and aiding in research involving the study of children's understanding of fear as well as assisting with the three sections of a Developmental Psychology Class. Supervisor: Katrina Phelps, Ph. D.

1997 The Development of a Measure of Collegiate Test Anxiety

This project consisted of the development of a scale designed to measure test anxiety college students.

Presented at the Middle Tennessee Psychological Association Conference, 1997

OTHER PROFESSIONAL EMPLOYMENT EXPERIENCE

09/97 – 09/98 Therapeutic Child and Family Support Service Provider
LifeSkills, Inc., IMPACT Program

Responsibilities included mediating between families of emotionally and behaviorally disordered children and their treatment teams to maximize the child's treatment plans and facilitate the progress of the treatment plan.

06/97 – 12/97 **Volunteer**
LifeSkills, Inc., Adolescent Day Treatment Center

Responsibilities included organizing and facilitating group therapy involving the development of independent living skills.

06/97 – 08/97; 06/98 – 08/98 **Mental Health Assistant**
LifeSkills, Inc, IMPACT Program

Responsibilities included organizing client recreational activities and aid in the facilitation of the behavior modification on the clients, ages 6 to 12.

06/96 – 08/96 **Volunteer**
Harriet Cohn., Adult Day Treatment Center

Responsibilities included organizing client activities and completing the documentation of daily activities and progress for each on the 72 clients, ages 20 -84.

HONORS AND AWARDS

Dean's Scholarship, Belmont University	1992-1996
Honors Program, Belmont University	1992-1996
Psi Chi National Honors Society for Psychology	1996 to present
Alumni Grant, Pepperdine University	1998-2002

STATE LICENSES

New Hampshire	License Number 1030
Massachusetts	License Number 8217

REFERENCES

Matthew Thompson, Psy. D., ABPP-CN
Children's Hospital, New Orleans
200 Henry Clay Avenue
New Orleans, La 70118
504-896-9484

Jodi Kamps, Ph. D.
Children's Hospital, New Orleans
200 Henry Clay Avenue
New Orleans, La 70118
504-896-9484

Laura Rabin, Ph.D.


Andrew H. Gersten

EDUCATION:

- 1982-1987 Ph.D., Clinical Psychology, Illinois Institute of Technology, Chicago, IL.
- 1975-1979 B.A., Psychology, Northwestern University, Evanston, IL.

TEACHING AND ACADEMIC EXPERIENCE:

- 2012, 2014 Adjunct Faculty, Plymouth State University, Plymouth, NH: Course taught: Assessment and Consultation.
- 2008-2014 Adjunct Faculty, Antioch New England University, Keene, NH: Courses taught: Assessment Principles & Methods, Psychopathology, & Professional Seminar
- 2003-2008 Associate Professor of Counseling, Department of Education, Rivier College, Nashua, NH.
- 2000-2003 Assistant Professor of Counseling, Department of Education, Rivier College, Nashua, NH.
Responsibilities include: Teaching, supervising, and advising in graduate counseling programs;
Coordinating counseling internship program and multicultural/bilingual counseling certificate program.
- 1997 - 1999 Internship Coordinator for Graduate Counseling Programs, Rivier College, Nashua, NH.
Responsibilities include: coordination and placement of master's clinical mental health and school guidance students in internship sites; developing and maintaining internship and service learning sites and student advising.
- 1997 - 1999 Senior Lecturer, Graduate Counseling Program, Rivier College, Nashua, NH. Clinical Assessment, Theories, Child Therapy and Intern Seminar

- 1993 - 1997 Adjunct faculty, Graduate Counseling Program, Rivier College, Nashua, NH. Theories of Psychotherapy and Counseling; Intern Pro Seminar; Child Psychotherapy.
- 1990 - 1992 Instructor, New England College; Henniker, NH. Master's and undergraduate level courses in psychotherapy and special education assessment.
- 1982 - 1984 Lecturer, Psychology Department, Illinois Institute of Technology. Lectured to undergraduate abnormal and introductory psychology classes.

CLINICAL EXPERIENCE:

- 2014-Present Consulting Psychologist, Child Health Services, Manchester, NH. Diagnostic Evaluations in Child Development Clinic and consultation to primary care providers and other clinic professionals
- 2007-Present Private Practice, Manchester, NH
- 1993-2007 Private Practice, Contoocook, NH. Psychological Services--psychotherapy(individual, family and group), evaluations, and consultation--to children, adolescents, adults, couples and families; community presentations.
- 2003-2004 Special Education Consultant, Hampton, NH. Provided behavioral and psychological consultation to special education staff,(case managers, occupational therapist, and school counselor)principal, and classroom teachers for elementary and pre-school students on I.E.P.s
- 2003-2008 Educational Consultant-Positive Behavior Interventions and Support(PBIS), Bedford, NH. Technical facilitation to various elementary schools on implementation and maintenance of PBIS teams, FBA training and consultation, and team building.
- 1987 - 1993 Staff Psychologist, Riverbend Community Mental Health Services, Henniker, NH. Responsibilities included: Individual, family, couples and group therapy with children, adolescents, adults; psychological assessments (cognitive, educational and emotional) of children and adults. Individual and live supervision of doctoral interns and clinical staff; Grant writing, program evaluation, and consultation to

- elementary school teachers and guidance personnel on social skills training; Consultation to high school peer counseling programs and day-care providers; Workshop presentations on Attention Deficit Hyperactivity Disorders, Stress Management, parenting and children's behavior; Sexual Abuse Treatment Team member.
- 1986 - 1987 Pre-doctoral Psychology Intern, Worcester Youth Guidance Center, Worcester, MA. Responsibilities included: Interdisciplinary assessments of children (ages 4 -10) with developmental impairments at the University of Massachusetts Medical School; Milan Family therapy and individual therapy with children, adolescents and adults; psychological assessments of children and adolescents; social skills groups; elementary school consultation; stress management workshops and seminar participation.
- 1985 - 1986 Practicum Trainee, Center for Family Studies/Family Institute of Chicago, Chicago, IL. Individual, family and couples therapy with adults and children; Participation in didactic training seminars and live supervision.
- 1984 - 1985 Practicum Trainee, Ravenswood Community Mental Health Center, Chicago, IL. Individual, group and family therapy, diagnostic intake interviews; Psychological assessment and case management for aftercare adults in a day hospital program.
- 1983 - 1984 Practicum Trainee, Youth Guidance Agency, Chicago, IL. Individual and group therapy for low-income African-American elementary school children; consultation with classroom teachers; Outreach work with families and participation in 10 week structural family therapy workshop.
- 1982 - 1984 Staff Therapist, Counseling Center Illinois Institute of Technology; Individual therapy for college students.
- 1979 - 1981 Clinical Specialist, Barclay Hospital, Chicago, IL. Individual, group (including psychodrama groups) and family therapy with adolescents.

1979 Child Care Worker, Allendale School, Lake Villa, IL. Counseling and supervising latency age boys at a long-term residential treatment facility.

RESEARCH EXPERIENCE:

2000 -2004 Prime Time: Building A Solid Foundation for Learning; Co-authored three year, \$1.1 million federal Elementary school counseling demonstration grant and research consultation for Nashua, NH school district.

1990 -1993 Elementary School Social Skills Training; Co-authored four year \$12,000 state and private grants and Project Manager; Henniker, NH. Trained elementary school teachers and guidance counselors to implement a classroom based social skills curriculum in five New Hampshire districts and conducted program evaluation.

1985 - 1986 Dissertation research and writing. Adaptation in rotating Shift workers: A six-year follow-up study. Unpublished Dissertation Manuscript.

1983 - 1985 Research Associate, Work Systems Research, Chicago, IL. Wrote BASIC software programs for a memory/vigilance task, coded analyzed survey data and edited reports.

1982 - 1983 Research Assistant, Illinois Institute of Technology, Supervised undergraduate students in data coding and entry and participated in an In-Vivo research study of insomniac and obese women.

1979 Polysomnographer Trainee, Northwestern University, Evanston, IL. Participated in the implementation of a sleep laboratory to study insomnia.

1978 - 1979 Experimenter, Northwestern University. Ran subjects for a caffeine/performance study.

PEER REVIEWED PUBLICATIONS AND PRESENTATIONS:

Gersten, A.H., Mears, G.F., Baldwin, C.L., Roberts, S., Gaertner, D., & Bartley, J.L. (2013). The Development of intentionality: training and supervision Implications. *The Clinical Supervisor*, 32:1, 70-89.

Gersten, A. (2013). *Integrative Assessment: A Guide for Counselors*. Boston, MA: Pearson.

Gersten, A. (2011, March). Counselor and Client Self-Report Questionnaires: DSM-5 Meets Current Clinical Practice. Workshop presented at the American Counseling Association Annual Conference, New Orleans.

Gersten, A. (2007, November). Interpersonal Problem Solving Skills, Tenth Annual Best Practices Conference on Education For All Children, New Hampshire School Administrators Association & NH Association of Special Education Administrators.

Gersten, A. & Korn, E. (2005, October). Responding to the changing role of school counselors: Lessons from a multi-year elementary school counseling grant project. Roundtable discussion at Association of Counselor Educators & Supervisor National Conference.

Gersten, A.H., Mears, G., Baldwin, C. & Roberts, S. (2004, October). Counselor Intentionality: How Important is it to Counselor Educators? Workshop presented at North Atlantic Regional Association of Counselor Educators & Supervisor Annual Conference.

Mears, G. & Gersten, A.H. (2004, April). Counselor Intentions: Level of Awareness, Common mistakes and Supervision. Paper presented at American Counseling Association annual conference.

Gersten, A.H. & Mears, G. (2003, October). "Self Awareness in Counselor Trainees: A New Model for Supervision." Workshop presented at North Atlantic Regional Association of Counselor Educators & Supervisor Annual Conference.

Tepas, D.I., Duchon, J.C. & Gersten, A.H. (1993). Shiftwork and the Older Worker. Experimental Aging Research, (19), 295-320.

Gersten, A.H. (1987). Shiftworker change in psychological well-being over a three year interval. In Oginski, A. Pokorski, J. & Rutenfranz, J. (eds.) Contemporary Advances in Shiftwork Research, Krakow.

Gersten, A.H., Duchon, J., Tepas, D., & Mahan, R. (1985). The effect of age, gender, and work schedule on subjective sleep length. Sleep Research, 14.

Floyd, F., Combs, B., & Gersten, A. (1985, May). Viewing Consultation and direct service from the perspective of empowerment: Conflicting demands for clinical/community psychology. Paper presented at the Midwestern Psychological Association, Division 27, Chicago.

Tepas, D., Armstrong, D., Carlson, M., Duchon, J., Gersten, A., & Lezotte, D. (1985). Changing industry to continuous operations. Different strokes for different plants. Behavior Research Methods, Instruments, and Computers, 17 (6), 670-676.

Duchon, J., Gersten, A., Carlson, M. & Tepas, D. (1984). Correlation between morningness-eveningness and sleep habits, Sleep Research, 13.

Tepas, D.I., Gersten, A. & Duchon, J.C., & Carlson, M.L. (1984). A three-year follow up survey of the sleep and health of experienced rotating shift workers. In I.E. Eustance (ed.), XXI International Congress on Occupational Health, Dublin.

Kamens, L., Kolotkin, R., Gersten, A., & Falkin, S. (1983, December). Assessment of cognitive behavioral variables in insomnia and obesity utilizing a random sampling procedure. Paper presented at the Association for the Advancement of Behavior Therapy, Washington, D.C.

NON-PEER REVIEWED WORKSHOPS AND PRESENTATIONS:

Gersten, A. (2014, April). Helping Students Manage Stress and Build Resiliency. Workshop Presented at The Education Cooperative (TEC) Dedham, MA.

Gersten, A. (2013, November). DSM-5 Training: Changes and Continuity. Workshop presented at LUK Mental Health Center, Fitchburg, MA.

Gersten, A. (2013, October). DSM-5: The Implications for Children, Educators and Other Helping

Professionals. Workshop presented at Education Collaborative, Waltham, MA.

Gersten, A. (2013, September). DSM-5 Training. Workshop presented at Plymouth State University, Plymouth, NH.

Gersten, A. (2013, May). DSM-5 Childhood disorders: Changes and Continuity in DSM. Workshop presented at the Massachusetts School Psychologists Association, Framingham, MA.

Gersten, A. (2012, October). DSM-5: The Potential Consequences for Children, Adolescents, and Clinicians. Workshop presented at the New Hampshire Psychological Association, Nashua, NH.

Mears, G. & Gersten, A. (2010, Dec.) Promoting Counselor Intentionality Through Supervision. Workshop presented at Antioch University, New England, Keene, NH.

Gersten, A. (2006). Responding to the Changing Role of School Counselors. Workshop presented at the New Hampshire Guidance Directors Association Annual Meeting, Bedford, NH.

Gersten, A. (2006). Interpersonal Problem Solving Skills. Workshop presented at PBIS Summer Institute, Plymouth, NH.

Gersten, A.H., Mears, G., Baldwin, C. (2005, May). How to Help Counselor Trainees Become More Intentional. Workshop presented at Rivier College.

Gersten, A. (2004, November). "Will The Public Benefit When Psychologists Prescribe?" Workshop presented at the Maine Psychological Association

Gersten, A.H. (1999, November). "Troubled Teens: Recognizing the Early Warning Signs of Violence Towards Self and Others." Workshop presented at Rivier College graduate counseling annual breakfast.

Gersten, A.H. (1993, May). "Managing Parental Anger". Workshop presented at 4th Annual Berkshire Conference on Child Abuse and Neglect.

Gersten, A.H. (1992, June). "Strategies to Help Employees Cope with Shift Work." Workshop presented at Employee Assistance Professionals Association Eastern district Conference.

Gersten, A.H. (1991, January). "Diagnosis and Treatment of Attention Deficit Hyperactivity Disorder." Workshop presented at New England Regional Physician Assistant conference.

ARTICLES AND NON-PEER REVIEWED PUBLICATIONS:

Gersten, A. & Korn, E. (2006) Translating Frameworks into Action: A Case Study of District-wide Implementation of the ASCA National Model. Paper submitted for publication to *Professional School Counseling*

Gersten, A. (2004). A Better served Public? *New Hampshire Psychological Association Networker*. 1, 4-5.

Gersten, A.H. (1996). Unintended Consequences of Brief Therapy. Manuscript submitted for publication

Gersten, A.H., Palais, J., Grossi-Garrett, A., Kostner, D. & Rachlin, V. (1993). Mental Health: Multi-disciplinary Approach for the Evaluation, Assessment and Treatment of Child Sexual Abuse. In The Attorney General's task force on child abuse and neglect (ed.) Child Abuse and Neglect: Protocols for the Identification, Reporting, Investigation, Prosecution and Treatment. Concord, NH: Attorney General's Task Force on Child Abuse and Neglect.

MANUSCRIPTS IN PREPARATION & WORKS IN PROGRESS:

LICENSES:

New Hampshire Psychologist #476

MEMBERSHIPS:

American Psychological Association, Division 12

New Hampshire Psychological Association(editor Assoc.
Newsletter 1997-2000;Legislative committee member
2000-2005)
American Counseling Association

Northern New England Association of Counselor
Education and Supervisions (NNEACES)-
Treasurer/secretary (2006).
New Hampshire Attorney General's Task Force on Child
Abuse and Neglect(1988-1993).
New Hampshire Licensed Psychologist

REFERENCES: Available upon request

Kirsten McGhee, Psy.D, BCBA

PROFESSIONAL SUMMARY: Licensed psychologist and behavior analyst with 15 years of experience working with the pediatric population, families and educators in school, private clinic and hospital settings. Special interest in early detection of autism spectrum disorder and diagnostic evaluations, psychoeducational evaluations, and behavior consultation. Currently working with SERESC as a psychologist consultant for various school districts, teaching graduate level courses at William James College, and attending professional development webinars about early detection of autism symptoms in young children.

EDUCATION

Doctor of Psychology in School Psychology, May 2005
Masters of Science in School Psychology, September 2003
St. John's University - Jamaica, New York

Bachelor of Arts in Psychology, May 2000
University at Albany, State University of New York - Albany, New York

LICENSES/CERTIFICATIONS

Licensed Psychologist, State of New Hampshire, October 2018
Licensed Psychologist and Health Service Provider, State of Massachusetts, February 2008
School Psychology License, State of New Hampshire, December 2016
Board Certified Behavior Analyst, August 2014

CLINICAL/TEACHING EXPERIENCE

SERESC (Southeastern Regional Education Service Center) August 2016-Present
Bedford, New Hampshire

Conduct psychoeducational evaluations for preschool and school age children as well as autism diagnostic evaluations. Provide consultation services to school districts regarding behavior challenges and create professional development seminars. Conduct functional behavior assessments and develop behavior intervention plans with school staff.

William James College - Newton, Massachusetts January 2016-Present

Adjunct Faculty: Teach a graduate level course on autism spectrum disorder, preschool assessment and intervention services, and psychological assessment for counselors.

Needham Public Schools - Needham, Massachusetts September 2007-June 2016

Conducted psychological evaluations for preschool and school age children to determine eligibility for special education services. Provided teacher consultation for behavioral challenges in the classroom and conducted Functional Behavior Assessments.

Boston Children's Hospital - Boston, Massachusetts July 2012-January 2015

Administered neuropsychological and academic achievement batteries to children born prematurely as part of a long-term research study.

Pediatric Psychological Services - Needham, Massachusetts October 2013-June 2014

Conducted neurodevelopmental and psychological evaluations for preschool age children with concerns related to an autism spectrum disorder, learning difficulties, and behavioral challenges. Provided parent consultation around special education procedures in the public school system and behavior challenges.

Boston Neuropsychological Services, LLC - Needham, Massachusetts October 2007-August 2012

Conducted neurodevelopmental evaluations for children under three years old and preschool age children with a range of referral questions including autism spectrum disorder, learning difficulties, and behavioral issues. Provided parent consultation regarding behavioral challenges and special education procedures in the public school system.

Applied Behavioral Associates, LLC - Framingham, Massachusetts **July 2009-June 2010**
 Provided treatment based on applied behavioral analysis for children with behavioral challenges and/or developmental disabilities including children with an autism spectrum disorder. Conducted diagnostic evaluations for children under three years old with a question of an autism spectrum disorder.

POSTDOCTORAL/INTERNSHIP EXPERIENCE

Boston Children's Hospital, Developmental Medicine Center **September 2005-August 2007**
Boston, Massachusetts
Clinical Postdoctoral Fellow in Pediatric Psychology: Conducted neurodevelopmental and psychological evaluations for children under three years old, preschool and school age children with autism spectrum disorder as well as other developmental concerns including genetic syndromes, behavior disorders, and developmental delays. Provided psychological assessments and consultation services to preschool and school age children in the Advocating Success for Kids program at community health centers serving multicultural populations. Conducted developmental evaluations for patients under two years old with a congenital heart defect as part of a research study.

New York-Presbyterian Hospital - White Plains, New York **June 2004-July 2005**
Psychology Intern: Provided individual therapy in day treatment school setting to students between the ages of 5-12 years old who have emotional and behavioral disorders. Formulated treatment plans and served as a liaison between families and agencies providing support services.

Westchester Institute for Human Development - Valhalla, New York **September 2004-August 2005**
University Center for Excellence in Developmental Disabilities
Education, Research, and Service
Psychology Intern/LEND Fellow: Participated in the Leadership Education in Neurodevelopmental and related Disabilities (LEND) fellowship program. Conducted psychological evaluations for children under three years old and preschool age with concerns related to an autism spectrum disorder, learning difficulties, and emotional/behavioral issues. Provided school consultation services for an integrated preschool setting and conducted in-home assessments of young children with a history of neglect, abuse, and positive toxicology at birth in foster care.

New York-Presbyterian Hospital, Pediatric Comprehensive Evaluation Services **August 2003-June 2004**
New York, New York
Psychology Extern: Conducted crisis evaluations of children and adolescents in the Emergency Room or the Crisis Clinic who needed immediate diagnosis, stabilization, and disposition to resources within the hospital and external agencies. Provided short-term individual and family therapy.

Center for Psychological Services and Clinical Studies, St. John's University **June 2003-June 2004**
Clinical Extern: Performed weekly individual cognitive-behavioral therapy with school-age children. Responsibilities included developing a treatment plan based on assessment information, implementing treatment plan, and monitoring the progress of treatment goals.

Jan McGonagle, M.D.

BOARD CERTIFICATION

American Board of Pediatrics

- General Pediatrics 1995-present
- Developmental Pediatrics 2009-present

EDUCATION

University of Colorado

- Fellow: in Hematology/Oncology 1995
- Resident in Pediatrics 1987- 1994

SUNY at Buffalo

- M.D.: Cum Laude 1991

William Smith College

- B.S.: Phi Beta Kappa, Sigma Xi, Suma Cum Laude 1987

Employment History

Crotched Mountain Rehabilitation Center

- Developmental Pediatrician 2009-Present

Child Health Services

- Developmental Pediatrician 2009-Present

Brattleboro Memorial Hospital

- General Pediatrician 2003-2009

Dartmouth Hitchcock Medical Center

- General Pediatrician 1995-2003

Cedarcrest, Inc.

- Medical Director 1995-2008

LICENSURE

- New Hampshire

Amoskeag Health
Key Personnel
Specialty Services for Children with Medical Complexity
07/01/2024-06/30/2025

Name	Job Title	Salary Amount Paid from this Contract
Janet Clark	Director	\$14,458
Wendy Labrecque	Accountant	\$ 880
Evelyn Gibney	Program Support	\$42,745
Ann Burgess	Nurse	\$17,420
Kelly Unger	Coordinator	\$65,520
Anna Hutton	Neuropsychologist	\$ 2,028
Andrew Gersten	Psychologist	\$ 4,056
Kirsten McGhee	Neuropsychologist	\$ 2,028
Jan McGonagle	Developmental Pediatrician	\$85,341

Amoskeag Health
Key Personnel
Specialty Services for Children with Medical Complexity
07/01/2025-06/30/2026

Name	Job Title	Salary Amount Paid from this Contract
Janet Clark	Director	\$ 7,337
Wendy Labrecque	Accountant	\$ 2,681
Evelyn Gibney	Program Support	\$43,385
Ann Burgess	Nurse	\$17,681
Kelly Unger	Coordinator	\$66,503
Anna Hutton	Neuropsychologist	\$ 2,058
Andrew Gersten	Psychologist	\$ 4,117
Kirsten McGhee	Neuropsychologist	\$ 4,117
Jan McGonagle	Developmental Pediatrician	\$86,622

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

Lori A. Shilbette
 Commissioner

Melissa A. Hardy
 Director

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

May 27, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into a contract with Amoskeag Health (VC #157274), Manchester, NH, in the amount of \$730,000 for the provision of specialty services for children with medical complexity, with the option to renew for up to four (4) additional years, effective July 1, 2022 or upon Governor and Council approval, whichever is later, through June 30, 2024. 25% Federal Funds. 75% General Funds.

Funds are available in the following account for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Year 2024, 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.

06-095-093-930010-51910000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DLTSS-DEVELOPMENTAL SVCS, DIV OF DEVELOPMENTAL SVCS, SPECIAL MEDICAL SERVICES.

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	561-500911	Specialty Clinics	93001000	\$365,000
2024	561-500911	Specialty Clinics	93001000	\$365,000
			Total	\$730,000

EXPLANATION

The purpose of this request is provide specialty services for children with medical complexity in this agreement for children and youth from birth to 21 years of age.

Approximately 250 children and their parents/guardians will be served during State Fiscal Years 2023 and 2024.

Children with Special Healthcare Needs is defined under RSA 132:13, II as children who have or are at risk for chronic physical, developmental, behavioral, or emotional conditions and who also require health and related services of a type or amount beyond that required by children generally.

The Contractor will provide services to enhance comprehensive care for Children with Special Health Care Needs whose access to appropriate care is complicated by disability, economic, cultural, linguistic, and/or other social and structural barriers. In addition, these services will increase the

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

participation of families with Children with Special Health Care Needs in planning and delivery of services for their children, and will enhance the ability of established organizations linked to communities to provide quality health care and family support to Children with Special Health Care Needs.

The Department will monitor services using the following performance indicators:

- Eighty percent (80%) of responses to a to an annual Department approved survey of Children with Special Health Care Needs or their family/guardian will indicate satisfaction with services provided by the Complex Care Network.
- Eighty percent (80%) of providers who respond to an annual Department approved family satisfaction survey indicate improvement in their ability to provide quality health care and family support to Children with Special Health Care Needs for children that received services provided by the Complex Care Network CCN.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from February 18, 2022 through March 25, 2022. The Department received one (1) response that was reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.2 of the attached agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, Children with Special Health Care Needs and their families may not have access to appropriate health care services due to complications that may include disability, or economic, cultural, linguistic and/or social barriers. Families may not have the access to necessary information to plan for the services needed for their child with complex medical conditions, and established organizations will not have the enhanced ability to provide quality health care and support to children with special health care needs and their families.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.994; FAIN # B04MC29353.

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 Shibinette
Commissioner

New Hampshire Department of Health and Human Services
 Division of Finance and Procurement
 Bureau of Contracts and Procurement
 Scoring Sheet

Project ID #
 Project Title

RFP-2023-DLTS5-01-SPEC1		
Specialty Services for Children with Medical Complexity		
	Maximum Points Available	Amoskeag Health
Technical		
Knowledge (Q1)	20	17
Experience (Q2)	20	19
Compliance (Q3)	15	12
Complex Care Network (Q4)	40	20
Operations (Q5)	25	22
Capacity (Q6)	15	12
Evaluation Report (Q7)	15	11
Quality Assurance (Q8)	20	15
Staffing (Q9)	30	25
Subtotal - Technical	200	153
Cost		
Budget (Appendix D)	70	65
Program Staff List (Appendix E)	30	21
Subtotal - Cost	100	86
TOTAL POINTS	300	239

Reviewer Name	Title
1 Deirdre Dunn	Administrator III
2 Susan Moore	Public Health Program Manager
Nicole Brunini	Program Assistant II
3 Tracy Gassek	Program Specialist III

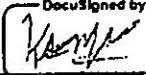
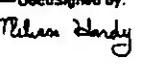
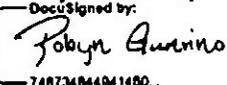
Subject: Specialty Services for Children with Medical Complexity (RFP-2023-DLTSS-01-SPECI-01)

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Amoskeag Health		1.4 Contractor Address 145 Hollis Street Manchester, NH 03101	
1.5 Contractor Phone Number (603) 626-9500	1.6 Account Number 010-093-51910000-500911 JN93001000	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$730,000
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 5/27/2022		1.12 Name and Title of Contractor Signatory Kris McCracken President/CEO	
1.13 State Agency Signature DocuSigned by:  Date: 5/27/2022		1.14 Name and Title of State Agency Signatory Melissa Hardy Director, DLTSS	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 5/27/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services
Specialty Services for Children with Medical Complexity**

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2022 or upon Governor and Executive Council approval, whichever is later ("Effective Date").

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

3.3. The parties may extend the Agreement for up four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

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

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

12.4. Paragraph 14, Insurance, Subparagraph 14.1, is modified to read:

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

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

**New Hampshire Department of Health and Human Services
Specialty Services for Children with Medical Complexity**

EXHIBIT A

- 14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property; and
- 14.1.3 automobile liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$100,000 per person and \$300,000 per accident for any vehicle used to transport clients.

**New Hampshire Department of Health and Human Services
Specialty Services for Children with Medical Complexity**

EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide specialty services for Children with Medical Complexity, defined as subset of children with special health care needs who have chronic, multisystem health conditions, substantial health care needs, major functional limitations and/or high resource use, from birth to 21 years of age to:
 - 1.1.1. Enhance comprehensive care for Children with Special Health Care Needs (CSHCN) whose access to appropriate care is complicated by disability, economic, cultural, linguistic, and/or other social/structural barriers;
 - 1.1.2. Increase the participation of families with CSHCN in planning and delivery of services in all programmatic areas, including the assessment of consumer satisfaction; and
 - 1.1.3. Enhance the ability of established organizations linked to communities to provide quality health care and family support to CSHCN.
- 1.2. The Contractor shall ensure services are available statewide.
- 1.3. For the purposes of this Exhibit B, all references to days shall mean calendar days, excluding state and federal holidays, unless otherwise noted.
- 1.4. The Contractor shall ensure that services are provided in accordance with New Hampshire Administrative Rule He-M 500 Developmental Services, Part 520 Children's Special Medical Services, which includes, but is not limited to:
 - 1.4.1. Services provided.
 - 1.4.2. Limitation of services.
 - 1.4.3. Appeals.
 - 1.4.4. Waivers.
- 1.5. The Contractor shall ensure services are provided in accordance with the National Standards for Systems of Care for Children and Youth with Special Health Care Needs Version 2.0, published by the Association of Maternal & Child Health Programs (June 2017) and as may be updated.
- 1.6. The Contractor shall identify developmental pediatricians, specialty care providers, community-based psychologists, allied health providers, special education experts, and local coordinators, to participate as members of interdisciplinary teams, as needed to effectively provide assessment and consultation services, and participate as part of interdisciplinary clinics.
- 1.7. The Contractor shall establish and maintain a network of Specialty Services for Children with Medical Complexity.

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EXHIBIT B

- 1.8. The Contractor shall provide Complex Care Clinics, scheduled at intervals and locations approved by the Department, to:
 - 1.8.1. Provide point-in-time evaluations;
 - 1.8.2. Address specific needs identified at the time of intake;
 - 1.8.3. Follow up on concerns and questions from medical providers, interdisciplinary teams and/or individuals/family caregivers;
 - 1.8.4. Provide interdisciplinary specialty consultation, specific to each child, including, but not limited to:
 - 1.8.4.1. Sharing expert consultation.
 - 1.8.4.2. Communicating treatment recommendations to:
 - 1.8.4.2.1. Health care providers;
 - 1.8.4.2.2. School support teams; and
 - 1.8.4.2.3. Caregivers.
 - 1.8.4.3. Providing education and training related to a child's medical complexity to:
 - 1.8.4.3.1. Health care providers;
 - 1.8.4.3.2. School support teams; and
 - 1.8.4.3.3. Caregivers.
- 1.9. The Contractor shall provide a minimum of twelve (12) Complex Care Clinics annually, statewide, and deliver services to no less than thirty-five (35) children in total.
- 1.10. The Contractor shall provide a minimum of two (2) Complex Care Clinics in Region 1 annually, as defined in New Hampshire Administrative Rule He-M 523-12 and Table 523-1, and deliver services to no less than six (6) children.
- 1.11. The Contractor shall provide a minimum of 250 consultations annually in locations other than at a clinic, which may include, but are not limited to:
 - 1.11.1. The child's school.
 - 1.11.2. The family's home.
 - 1.11.3. Telephone calls.
 - 1.11.4. On-line virtual meetings.
- 1.12. The Contractor shall develop an individual family-centered evaluation report for each child who receives Specialty Services for Children with Medical Complexity, within thirty (30) calendar days, that includes, but is not limited to:
 - 1.12.1. A clearly written assessment of the child's condition and concerns of the family and/or the referral source.

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Specialty Services for Children with Medical Complexity**

EXHIBIT B

- 1.12.2. A summary of the outcome of the clinical evaluation.
- 1.12.3. Recommendations for:
 - 1.12.3.1. Follow-up visits by one or more members of the interdisciplinary team;
 - 1.12.3.2. Monitoring;
 - 1.12.3.3. Referrals; and
 - 1.12.3.4. Specific services, including, but not limited to:
 - 1.12.3.4.1. Type of service;
 - 1.12.3.4.2. Frequency of service; and
 - 1.12.3.4.3. The name(s) and role(s) of individuals responsible for specific services.
- 1.13. The Contractor shall develop and distribute annual family satisfaction surveys, to be approved by the Department, to families and primary care providers.
- 1.14. The Contractor shall enter data, upload documents, and maintain case records in the Department data system within five (5) business days of receipt, which shall include, but is not limited to:
 - 1.14.1. Encounters, clinics, consultations, and progress notes.
 - 1.14.2. Uploading of documents that include, but are not limited to:
 - 1.14.2.1. Family Centered Evaluation reports within five (5) business days of completion
 - 1.14.2.2. Referral forms.
 - 1.14.2.3. Releases.
 - 1.14.2.4. Waiver requests and approvals, if applicable.
- 1.15. The Contractor shall participate in required meetings, technical assistance sessions or progress reviews with or sponsored by the Department including, but not limited to:
 - 1.15.1. Monthly meetings with the BFCS Clinical Program Manager.
 - 1.15.2. Joint meetings with Department staff and with other Department's contractors to improve communication, coordination, and collaboration.
- 1.16. The Contractor shall recruit, in the event of vacancies, and maintain a workforce that is culturally, linguistically, racially, and ethnically diverse.
- 1.17. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents. The Contractor must ensure any staff and/or volunteers involved in

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delivering services through the Agreement sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Exhibit K, The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

- 1.18. Prior to making an offer of employment or for volunteer work, the Contractor shall, at its own expense, after obtaining signed and notarized authorization from the person or persons for whom information is being sought:
 - 1.18.1. Obtain at least two (2) references for the person;
 - 1.18.2. Submit the person's name for review against the Bureau of Elderly and Adult Services (BEAS) state registry maintained pursuant to RSA 161-F:49.
 - 1.18.3. Submit the person's name for review against the Division for Children, Youth and Families (DCYF) state registry maintained pursuant to RSA 169-C:35.
 - 1.18.4. Complete a criminal records check to ensure that the person has no history of:
 - 1.18.4.1. Felony conviction; or
 - 1.18.4.2. Any misdemeanor conviction involving:
 - 1.18.4.3. Physical or sexual assault;
 - 1.18.4.4. Violence;
 - 1.18.4.5. Exploitation;
 - 1.18.4.6. Child pornography;
 - 1.18.4.7. Threatening or reckless conduct;
 - 1.18.4.8. Theft;
 - 1.18.4.9. Driving under the influence of drugs or alcohol; or
 - 1.18.4.10. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer; and
 - 1.18.5. Contractor agrees it will initiate a criminal background check re-investigation of all workforce assigned to this Contract every five years. The five year period will be based on the date of the last Criminal Background Check conducted by the Contractor or its agent.
 - 1.18.6. Contractor shall complete a motor vehicles record check to ensure that the person has a valid driver's license if driving is required to perform the duties of the position (e.g. conducting home visits).

**New Hampshire Department of Health and Human Services
Specialty Services for Children with Medical Complexity**

EXHIBIT B

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- 1.19. The Contractor shall establish and maintain program personnel policies and procedures that include, but are not limited to:
- 1.19.1. Selection and dismissal of staff, volunteers and others.
 - 1.19.2. Delivery of services under the provider's direction.
 - 1.19.3. Supporting students/interns interested in working with CSHCN.
 - 1.19.4. Verifying staff, volunteer and student trainee/intern qualifications.
 - 1.19.5. Description of how they are accessible and available to all agency staff and BFCS.
- 1.20. The Contractor shall provide developmental pediatricians whose qualifications include, but are not limited to:
- 1.20.1. Licensed by the New Hampshire Board of Registration in Medicine.
 - 1.20.2. Completed fellowship training in child development, developmental disabilities, rehabilitative medicine, or have equivalent training and experience.
 - 1.20.3. Five (5) years of experience working with families who have children with special health care needs in a clinical setting.
 - 1.20.4. Strong interpersonal skills in communication with primary care physicians, local early intervention and education agencies, allied health professionals, and families.
 - 1.20.5. Ability to work with children and other health professionals within an interdisciplinary framework.
 - 1.20.6. Familiarity with standardized cognitive assessments and their applicability to children with specific disabilities.
- 1.21. The Contractor shall provide psychologists and/or psychiatrists whose qualifications include, but are not limited to:
- 1.21.1. Licensed by the New Hampshire Board of Examiners of Psychologists as a certified psychologist, or a psychiatrist.
 - 1.21.2. A Doctorate degree from a recognized college or university with a major emphasis in child psychology.
 - 1.21.3. Knowledge of the principles and practices of developmental and child psychology that are required for assessment and treatment of children and youth with special health care needs. This includes, but is not limited to:
 - 1.21.3.1. Skill in behavioral observation.
 - 1.21.3.2. Psychological testing (cognitive functioning).
 - 1.21.3.3. Scoring and interpretation.

**New Hampshire Department of Health and Human Services
Specialty Services for Children with Medical Complexity**

EXHIBIT B

- 1.21.3.4. Consultation and counseling.
- 1.21.4. Five (5) years of experience in child psychology, including no less than three (3) years of experience serving CSHCN and their families.
- 1.21.5. Demonstrated ability to work with other health professionals within an interdisciplinary framework.
- 1.21.6. Ability to work under the leadership of and take clinical direction from the Developmental Pediatrician when appropriate.
- 1.22. The Contractor shall provide community-based pediatric physical therapists whose qualifications include, but are not limited to:
 - 1.22.1. A current license from the New Hampshire Office of Professional Licensure and Certification, Physical Therapy Governing Board.
 - 1.22.2. Completed fellowship or residency training in pediatric physical therapy.
 - 1.22.3. Demonstrated ability to work with other health professionals within an interdisciplinary framework.
 - 1.22.4. Ability to work under the leadership of and take clinical direction from the Developmental Pediatrician.
- 1.23. The Contractor shall ensure all individuals paid under this Agreement receive appropriate training and supervision.
- 1.24. The Contractor shall notify the Department in writing at least one (1) week prior to any new employee's start date. This notification must include the new employee's:
 - 1.24.1. Current resume.
 - 1.24.2. A completed and signed Access to Specialty Medical Services/Partners in Health (SMS/PIH) – User Request Form.
- 1.25. The Contractor shall participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.
- 1.26. The Contractor shall facilitate reviews of files conducted by the Department on a monthly basis, or as otherwise requested by the Department, that may include; but are not limited to:
 - 1.26.1. Documentation of encounters, clinics, consultations, and progress notes;
 - 1.26.2. Evaluation reports;
 - 1.26.3. Referral forms;
 - 1.26.4. Release and consent forms; and
 - 1.26.5. Waiver requests and approvals (if applicable).

**New Hampshire Department of Health and Human Services
Specialty Services for Children with Medical Complexity**

EXHIBIT B

-
- 1.27. The Contractor shall ensure staff participate in training on topics including, but not limited to database use, security, and collaboration, as required by the Department.
- 1.28. The Contractor shall ensure one-hundred percent (100%) of evaluation reports are shared with the Medical Home of the CSHCN, with permission from the individual or family/guardian.
- 1.29. The Contractor shall ensure one-hundred percent (100%) of all evaluation reports include each required component identified in Paragraph 3.2.9, above.
- 1.30. Reporting
- 1.30.1. The Contractor shall provide annual reports no later than July 15th, in a format approved by the Department that must include, but are not limited to:
- 1.30.1.1. Data including, but not limited to:
- 1.30.1.1.1. Performance measures.
- 1.30.1.1.2. Demographics.
- 1.30.1.1.3. Diagnosis.
- 1.30.1.1.4. Numbers served.
- 1.30.1.2. Quality assurance and improvement activities.
- 1.30.1.3. Future plans and goals.
- 1.30.1.4. Progress made and efforts undertaken to meet goals and objectives in quantitative and qualitative terms, including statistical measures for evaluating successful outcomes.
- 1.30.1.5. Satisfaction survey results.
- 1.30.1.6. Emerging and/or ongoing issues.
- 1.30.1.7. A corrective action plan for any performance measure or improvement goal not achieved.
- 1.30.1.8. Example of success story.
- 1.30.1.9. Results of chart audits and case reviews including plans to address any findings of non-compliance.
- 1.30.2. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.
- 1.31. Performance Measures
- 1.31.1. The Contractor shall ensure the following performance measures are met:

**New Hampshire Department of Health and Human Services
Specialty Services for Children with Medical Complexity**

EXHIBIT B

- 1.31.1.1. Eighty percent (80%) of CSHCN or their family/guardian, responding to an annual Department approved survey, will indicate satisfaction with services provided by the Complex Care Network (CCN).
- 1.31.1.2. Eighty percent (80%) of providers who respond to an annual Department approved family satisfaction survey, indicate their ability to provide quality health care and family support to CSHCN was enhanced, for children that received services provided by the CCN.

2. Exhibits Incorporated

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

3. Additional Terms

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

**New Hampshire Department of Health and Human Services
Specialty Services for Children with Medical Complexity**

EXHIBIT B

- 3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 3.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 3.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 3.3.3.1. Brochures.
 - 3.3.3.2. Resource directories.
 - 3.3.3.3. Protocols or guidelines.
 - 3.3.3.4. Posters.
 - 3.3.3.5. Reports.
- 3.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.
- 3.4. Operation of Facilities: Compliance with Laws and Regulations
 - 3.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

**New Hampshire Department of Health and Human Services
Specialty Services for Children with Medical Complexity**

EXHIBIT B

4. Records

- 4.1. The Contractor shall keep records that include, but are not limited to:
- 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 4.1.2. 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.
 - 4.1.3. 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.
 - 4.1.4. Medical records on each patient/recipient of services.
- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**New Hampshire Department of Health and Human Services
Specialty Services for Children with Medical Complexity**

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 25% Federal funds, Maternal and Child Health Services, as awarded on July 21, 2021, by the Health Resources Services Administration (HRSA) Title V Block Grant, Maternal and Child Health Services, CFDA #93.994, FAIN # B04MC29353.
 - 1.2. 75% General funds.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to bfcsinvoices@dhhs.nh.gov, or mailed to:

Bureau for Family Centered Services
Department of Health and Human Services
129 Pleasant Street, Thayer Building
Concord, NH 03301

**New Hampshire Department of Health and Human Services
Specialty Services for Children with Medical Complexity**

EXHIBIT C

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
8. Audits
 - 8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
 - 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

**New Hampshire Department of Health and Human Services
Specialty Services for Children with Medical Complexity**

EXHIBIT C

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

Exhibit C-1, Budget

New Hampshire Department of Health and Human Services											
Bids/Program Name: Amoskeag Health											
Budget Request for: Specialty Services for Children with Medical Complexity (RFP-2023-DLTS3-01-SPEC1)											
Budget Period: 07/01/22 - 6/30/23											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share				
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total		
1. Total Salary/Wages	\$ 229,952.00	\$ -	\$ 229,952.00	\$ 3,306.00	\$ -	\$ 3,306.00	\$ 229,646.00	\$ -	\$ 229,646.00		
2. Employee Benefits	\$ 44,837.00	\$ -	\$ 44,837.00	\$ 646.00	\$ -	\$ 646.00	\$ 44,241.00	\$ -	\$ 44,241.00		
3. Consultants	\$ 34,700.00	\$ -	\$ 34,700.00	\$ -	\$ -	\$ -	\$ 34,700.00	\$ -	\$ 34,700.00		
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Office	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00		
6. Travel	\$ 2,724.00	\$ -	\$ 2,724.00	\$ -	\$ -	\$ -	\$ 2,724.00	\$ -	\$ 2,724.00		
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Telephone	\$ 880.00	\$ -	\$ 880.00	\$ -	\$ -	\$ -	\$ 880.00	\$ -	\$ 880.00		
Postage	\$ 277.00	\$ -	\$ 277.00	\$ -	\$ -	\$ -	\$ 277.00	\$ -	\$ 277.00		
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
11. Staff Education and Training	\$ 375.00	\$ -	\$ 375.00	\$ -	\$ -	\$ -	\$ 375.00	\$ -	\$ 375.00		
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Pediatric Orthopedist-All Clinics	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Developmental Pediatrician	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Interpreter Services	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00		
Complex Network Meetings	\$ 475.00	\$ -	\$ 475.00	\$ -	\$ -	\$ -	\$ 475.00	\$ -	\$ 475.00		
Travel & Meals for Developmental Pediatrician	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Medical Transcription for Neurosurgeon Clinics	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Office Equipment/Information Technology	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Specs Allocation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Administrative Fee	\$ -	\$ 33,577.00	\$ 33,577.00	\$ 395.00	\$ -	\$ 395.00	\$ -	\$ 33,182.00	\$ 33,182.00		
TOTAL	\$ 335,776.00	\$ 33,577.00	\$ 369,347.00	\$ 4,442.00	\$ 385.00	\$ 4,847.00	\$ 311,612.00	\$ 33,182.00	\$ 348,999.00		

Indirect As A Percent of Direct: 10.00%

Exhibit C-2, Budget

New Hampshire Department of Health and Human Services										
Bidded Program Name: Amosleep Health										
Budget Request for: Specialty Services for Children with Medical Complexity (RFP-2023-DL TSS-01-SPEC0)										
Budget Period: 6/7/23 - 6/30/24										
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share			
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	
1. Total Salary/Wages	\$ 233,838.00	\$ -	\$ 233,838.00	\$ 6,718.00	\$ -	\$ 6,718.00	\$ 228,820.00	\$ -	\$ 228,820.00	
2. Employee Benefits	\$ 45,808.00	\$ -	\$ 45,808.00	\$ 1,311.00	\$ -	\$ 1,311.00	\$ 44,295.00	\$ -	\$ 44,295.00	
3. Consultants	\$ 54,700.00	\$ -	\$ 54,700.00	\$ -	\$ -	\$ -	\$ 54,700.00	\$ -	\$ 54,700.00	
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Purchases/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Office	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00	
6. Travel	\$ 2,388.00	\$ -	\$ 2,388.00	\$ -	\$ -	\$ -	\$ 2,388.00	\$ -	\$ 2,388.00	
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Telephone	\$ 880.00	\$ -	\$ 880.00	\$ -	\$ -	\$ -	\$ 880.00	\$ -	\$ 880.00	
Postage	\$ 277.00	\$ -	\$ 277.00	\$ -	\$ -	\$ -	\$ 277.00	\$ -	\$ 277.00	
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 375.00	\$ -	\$ 375.00	\$ -	\$ -	\$ -	\$ 375.00	\$ -	\$ 375.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
13. Other (Specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Pediatric Orthopedists-All Clinics	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Developmental Pediatrician	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interpreter Services	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00	
Complex Network Meetings	\$ 475.00	\$ -	\$ 475.00	\$ -	\$ -	\$ -	\$ 475.00	\$ -	\$ 475.00	
Travel & Meals for Developmental Pediatrician	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Medical Transcription for Neurology Clinics	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Office Equipment/Information Technology	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Space Allocation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Administrative Fee	\$ -	\$ 33,885.00	\$ 33,885.00	\$ -	\$ 803.00	\$ 803.00	\$ -	\$ 33,182.00	\$ 33,182.00	
TOTAL	\$ 331,847.00	\$ 33,182.00	\$ 373,812.00	\$ 8,029.00	\$ 881.00	\$ 8,910.00	\$ 331,812.00	\$ 33,182.00	\$ 368,666.00	

Indirect: As A Percent of Direct

10.00%



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: Amoskeag Health

5/27/2022

Date

DocuSigned by:

Name: KPTS McCracken

Title: President/CEO



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

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

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

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

Vendor Name: Amoskeag Health

5/27/2022

Date

DocuSigned by:

Name: KRTS McCracken

Title: President/CEO

Vendor Initials 
Date 5/27/2022

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

[Handwritten Signature]



**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 (I)(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: Amoskeag Health

5/27/2022

Date

DocuSigned by:

Name: KPTS McCracken

Title: President/CEO

Contractor Initials

Date 5/27/2022

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



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:

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

Contractor Name: Amoskeag Health

5/27/2022

Date

DocuSigned by:

Name: KRIS MCCracken

Title: President/CEO

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Amoskeag Health

5/27/2022

Date

DocuSigned by:

Name: KRIS MCCracken

Title: president/CEO

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 1 of 6

Contractor Initials


Date 5/27/2022



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

3/2014

Contractor Initials _____

5/27/2022
Date _____

New Hampshire Department of Health and Human Services



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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Contractor Initials _____

Date 5/27/2022

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

Date 5/27/2022



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) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services

Amoskeag Health

The State by:

Name of the Contractor

Melissa Hardy

Kris McCracken

Signature of Authorized Representative

Signature of Authorized Representative

Melissa Hardy

Kris McCracken

Name of Authorized Representative
Director, DLTSS

Name of Authorized Representative

President/CEO

Title of Authorized Representative

Title of Authorized Representative

5/27/2022

5/27/2022

Date

Date

DS
KMC



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: Amoskeag Health

5/27/2022

Date

DocuSigned by:

Name: KRIS MCCracken

Title: President/CEO

Contractor Initials

5/27/2022
Date



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The DUNS number for your entity is: 9286649370000

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

NO 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: _____

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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. Contractor shall be solely responsible for the administration and secure maintenance of such medical and other records produced and maintained by the Contractor.

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

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consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic 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

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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 except when those Confidential Data are a part of normal health care communications permitted by law to be sent via traditional mail.
7. **Laptops and PDA.** If End User is employing portable devices to transmit Confidential Data, said devices must be encrypted and password-protected.
8. **Open Wireless Networks.** End User may not transmit Confidential Data via an open

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

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

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

If the Contractor's workforce or its subcontractor's workforce is authorized by the Department's Information Security Office to access State or Department network or systems or use a Department issued device or other asset (e.g. computer, iPad, cell phone) in the fulfillment of this Agreement they shall: Sign and abide by applicable Department and NH Department of Information Technology (DOIT) use agreements, policies, standards, procedures and/or guidelines;

- 2. Use the information solely for conducting official Department business;
- 3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
- 4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the state. At all times the Contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the state. Only equipment or software owned, licensed, or being evaluated by the State can be used by the contractor. Non-standard software shall not be installed on any equipment unless authorized by the Department's Information Security Office:
- 5. Agree that email and other electronic communication messages created, sent, and received on a state-issued email system are the property of the State of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems"

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or "state-funded email systems." The Contractor understands and agrees that use of email shall follow Department and DOIT standard policies. When utilizing the Department's email system the Contractor shall:

- a. Include in the signature lines information identifying the contractor as a non-state employee; and
- b. Contain the following embedded confidentiality notice:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."

- B. The State internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to policy. At no time should the State's internet be used for personal use or used by the Contractor without written approval by the Department's Information Security Office.
- C. All members of the Contractor's or its subcontractor's workforce, with a workspace in a Department building/facility, shall sign the Department's Business Use and Confidentiality Agreement upon execution of the agreement and annually until contract end.

VI. Contract End-of-Life Transition Services

- A. If applicable, upon termination or expiration of the Contract the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department and, if applicable, the Vendor engaged by the Department to assume the Services previously performed by the Contractor for this section the new vendor shall be known as "Recipient"). Contract end of life services shall be provided at no additional cost. Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor shall begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.
- B. The Contractor shall use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its Affiliates to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.
- C. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store State Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of State Data is complete.
- D. The internal planning of the Transition Services by the Contractor and its Affiliates shall be provided to the Department and if applicable the Recipient on a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this contract.

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- E. Should the data Transition extend beyond the end of the Contract, the Contractor and its affiliates agree Contract Information Security Requirements, and if applicable, the Department's Business Associates Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
- F. In the event where the contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction.

VII. Privacy Impact Assessment

- A. Upon request, the Contractor shall allow the Department to conduct a Privacy Impact Assessment (PIA) of its system, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor shall provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:
 - 1. How PII is gathered and stored;
 - 2. Who will have access to PII;
 - 3. How PII will be used in the system;
 - 4. How individual consent will be achieved and revoked; and
 - 5. Privacy practices.
- B. The Department may conduct follow-up PIA's in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

VIII. Website and Social Media

- A. The Contractor agrees that if performance of services on behalf of the Department involve using social media or a website for marketing or to solicit information of individuals or to gather Confidential data, the Contractor shall work with the Department's Communications Bureau to ensure that any website designed, created, or managed on behalf of the Department meets all of the Department's and NH Department of Information Technology's website and social media requirements and policies.
- B. The Contractor agrees protected health information (PHI), personal information (PI), personally identifiable information (PII), or other confidential information solicited either by social media or the website maintained, stored or captured shall not be further disclosed unless expressly provided in the contract. The solicitation or disclosure of PHI, PI, PII, or other confidential information shall be subject to the Information Security Requirements Exhibit, the Business Associates Agreement Exhibit and all applicable state rules and state and federal law. Unless specifically required by the contract and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation will not be tracked, disclosed or used for website or social media analytics or marketing.

IX. 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

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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
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.

X. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov