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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
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www.dhhs.nh.gov

February 9, 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 amend an existing contract with Amoskeag Health (VC #157274), Manchester, NH, to continue providing Child Development Services to children from birth through six (6) years of age and their families, who the Department has determined, or suspects, are at-risk for altered or delayed developmental progress, by exercising a contract renewal option by increasing the price limitation by $1,240,000 from $930,000 to $2,170,000 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 February 8, 2023, item #18.

Funds are available in the following account 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	$310,000	$0	$310,000
			Subtotal	*$310,000*	*$0*	*$310,000*

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	$620,000	$0	$ 620,000
2025	561-500911	Specialty Clinics	93051000	$0	$620,000	$620,000
2026	561-500911	Specialty Clinics	93051000	$0	$620,000	$620,000
			Subtotal	*$620,000*	*$1,240,000*	*$1,860,000*
			Total	**$930,000**	**$1,240,000**	**$2,170,000**

EXPLANATION

The purpose of this request is for the Contractor to continue providing statewide Child Development Services to mitigate barriers to pediatric diagnostic, evaluation, and assessment services for Children with Special Health Care Needs, from birth through six (6) years of age as defined by RSA 132:13, and their families, who are suspected of or at-risk for altered or delayed developmental progress, who the Department has determined to:

- Not have timely access to diagnostic services from other sources due to economic, cultural, linguistic, or other social/structural barriers;
- Not have health insurance;
- Have conditions requiring a comprehensive team approach for an evaluation; or
- Have a complex and/or chronic health condition.

Approximately 610 individuals will be served during State Fiscal Years 2025 and 2026.

The Department, via this Amendment, modified scope language that ensures the Contractor performs services in accordance with New Hampshire Administrative Rule He-M 500 Developmental Services, Part 520 Children's Special Medical Services, which was inadvertently not included in the original contract. In addition, the Department clarified Contractor expectations regarding eligibility determinations and referrals. Lastly, the option was added for the Contractor to provide both virtual and in-person services.

The Contractor has a long history of providing interdisciplinary clinics and services to children and youth with special health care needs throughout New Hampshire. In addition, the Contractor's Child Development Clinic provides diagnostic evaluations via interdisciplinary teams comprised of Developmental Pediatricians, Psychologists, Developmental Specialists and Clinic Coordinators throughout New Hampshire for more than 35 years.

The Department will continue to monitor contracted services to ensure:

- Ninety-five percent (95%) of evaluation reports are shared with the Medical Home or Primary Care Provider of the Children with Special Health Care Needs, with permission from the family/guardian.
- Eighty percent (80%) of parent/guardians responding to a Department approved satisfaction survey indicate satisfaction with the services provided.
- Eighty-five percent (85%) of children who receive an evaluation are referred for additional assessments or services as needed.

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.

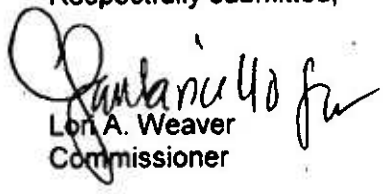
Should the Governor and Council not authorize this request, children from birth to age six (6) who are in need of a developmental evaluation to determine special health care needs will lack access to timely, competent diagnostic evaluations and referrals to appropriate services. In addition, families and caregivers will not receive consultations, which assist them to effectively manage their child's needs and locate timely services that promote healthy child development.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number (ALN) 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 INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

March 22, 2024

Lori A. Weaver, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Weaver:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Amoskeag Health, as described below and referenced as DoIT No. 2023-066A.

The purpose of this request is to continue providing Child Development Services to children from birth through six (6) years of age and their families, who the Department has determined, or suspects, are at-risk for altered or delayed developmental progress.

The Total Price Limitation will increase by $1,240,000 for a New Total Price Limitation of $2,170,000 effective upon Governor and Council approval through June 30, 2026.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/jd
DoIT #2023-066A

cc: Michael Williams, IT Manager, DoIT

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

This Amendment to the Child Development Services 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 February 8, 2023 (Item #18), 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 1.7, Completion Date, to read:

   June 30, 2026

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $2,170,000

3. Modify Exhibit B, Scope of Services, by deleting and replacing it in its entirety with Exhibit B – Amendment #1, Scope of Services, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit C, Payment Terms, Section 1.1., to read:

   1.1. 25% Federal funds from Maternal and Child Health Services, as awarded on August 21, 2021, by the Health Resources and Services Administration (HRSA), Maternal and Child Health Services Block Grant to States, Assistance Listing Number (ALN) 93.994, FAIN BO440148; and as awarded on September 24, 2022, ALN 93.994, FAIN BO445230.

5. 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-3 Budget, Amendment #1.

6. Modify Exhibit C, Payment Terms, Section 4.5., to read:

   4.5. Is completed, dated and returned to the Department with the supporting documentation, which matches amounts on invoice for allowable expenses, to initiate payment.

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.

DS

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

3/4/2024
Date

DocuSigned by:
Melissa Hardy
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Name: Melissa Hardy
Title: Director, DLTSS

Amoskeag Health

2/28/2024
Date

DocuSigned by:
C52AF939C85F454...

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

3/5/2024

Date

DocuSigned by:
Robyn Guarino
748734844941460...

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:

Scope of Services

1. Statement of Work

1.1. The Contractor must provide pediatric triage, consultation, comprehensive diagnostic evaluations, and assessment services through Child Development Clinics, for children from birth through age six (6):

1.1.1. Who have inadequate, insufficient or lack of health insurance;

1.1.2. Who have conditions requiring a comprehensive team approach for an assessment, evaluation and consultation;

1.1.3. Who are underserved;

1.1.4. Who have or 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 (RSA 132:13); and

1.1.5. 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:

1.1.5.1. Services provided.

1.1.5.2. Limitation of Services.

1.1.5.3. Appeals.

1.1.5.4. Waivers.

1.2. The Contractor must provide information, referral and/or application to the parent/guardian upon receipt of referral.

Covered Population

1.3. The Contractor must prioritize children from birth to six (6) years of age who do not have timely access to diagnostic services due to barriers including, but not limited to:

1.3.1.. Economic.

1.3.2. Cultural and Linguistic.

1.3.3. Social.

Service Methodology and Locations

1.4. For the purposes of this Agreement, all references to business hours mean Monday through Friday from 8:00 AM to 4:00 PM.

1.5. The Contractor must ensure services are available statewide via secure and confidential telehealth appointments and in-person at clinics located, at a

minimum, in the following communities:

1.5.1. Manchester.

1.5.2. Laconia.

1.5.3. Keene.

1.5.4. North Country.

Services

1.6. The Contractor must provide pediatric triage, consultation, comprehensive diagnostic evaluations, and assessment services for children within the covered population. The evaluations and services must be:

1.6.1. Family-centered.

1.6.2. Consistent with best practices that are supported by:

1.6.2.1. Evidence-based or evidence-informed findings;

1.6.2.2. Current research; and

1.6.2.3. Professional consensus.

Child Development Clinics

1.7. The Contractor must convene and maintain regional child development interdisciplinary teams to participate in consultations, evaluations, and annual meetings in accordance with Section 2. Staffing, of this agreement.

1.8. The Contractor must ensure the child development clinical interdisciplinary teams, as referenced in subsection 1.1., provide triage, consultation, and evaluation services that reflect best practices, evidence-based practices and evidence informed practices as follows:

1.8.1. Assess, coordinate and collaborate across disciplines to provide comprehensive medical evaluation and treatment recommendations.

1.8.2. Provide assessments that include an evaluation of the child's functioning from the perspectives of the Interdisciplinary Teams, which include, but are not limited to:

1.8.2.1. Developmental pediatrician.

1.8.2.2. Child psychologist/neuropsychologist.

1.8.2.3. Social worker.

1.8.2.4. Early childhood educator.

1.8.3. Provide services consistent with guidelines as put forth by the Society of Developmental Behavioral Pediatrics and the American

Academy of Pediatrics, most recently updated in 2021, regarding Childhood Developmental Disorders.

1.8.4. Use a culturally sensitive, family-centered approach, as the integration of disciplines gives families and primary care providers' diagnostic clarification to their referral questions and concerns.

1.8.5. Provide a full report by all disciplines and a Plan of Care to each family and others involved in the child's care with the family's permission.

1.9. The Contractor must ensure the Child Development Clinic Program Director plans and coordinates Child Development Clinic Program Director plans and coordinates Child Development Interdisciplinary Team Network meetings, in collaboration with the Department, at least annually in order to convene all regional interdisciplinary teams to review topics that include, but are not limited to:

1.9.1. Diagnostic processes.

1.9.2. Evidence-based and/or evidence-informed practices.

1.9.3. Regional successes and challenges.

1.9.4. Barriers and problem solving.

1.9.5. Program development.

1.9.6. Statewide initiatives.

1.10. The Contractor must provide an interdisciplinary team that includes, but is not limited to:

1.10.1. Developmental-behavioral pediatricians.

1.10.2. Community-based psychologist.

1.10.3. Allied health provider.

1.10.4. Local team coordinator.

1.11. The Contractor must ensure each child's Evaluation Team includes, but is not limited to:

1.11.1. Licensed physician specializing in child development.

1.11.2. Psychiatrist, psychologist, or pediatric neurologist.

1.11.3. Members of the interdisciplinary team.

1.11.4. Additional members representing the unique needs of the child including, but not limited to:

1.11.4.1. Preschool teachers.

1.11.4.2. Family Support Coordinators.

1.11.4.3. Family Centered Early Supports and Services providers.

1.12. The Contractor must ensure Child Development Clinic programs service as training sites, in collaboration with UNH Leadership Education in Neurodevelopmental Disabilities (UNH LEND) Program, supporting workforce development in the area of multi-disciplinary diagnostic evaluation for young children.

1.13. The Contractor must ensure family-centered communication with families throughout their experience with Child Development Services including, but not limited to the following:

1.13.1. Clinic coordinators reaching out to families prior to appointments to better understand their concerns and prepare them for a successful clinic appointment.

1.13.2. Team members meeting with each family to review diagnostic findings and offer recommendations, at the close of each visit.

1.13.3. Offering parent/guardian conferences to review findings when one parent/guardian is unable to attend the evaluation and/or when other family members and caretakers need the opportunity to ask questions of the team.

1.13.4. Scheduling in-person or virtual follow-up meetings with families to answer any questions.

1.14. The Contractor must provide families with CSHCN information related to their child's medical, developmental and educational needs during the interdisciplinary team evaluation.

1.15. The Contractor must ensure coordination of Child Development Services and activities including, but not limited to:

1.15.1. Scheduling.

1.15.2. Screening for Rapid Response eligibility for all children referred who are less than three (3) years old.

1.15.3. Wait lists.

1.15.4. Two (2) levels of triage, including:

1.15.4.1. Upon receipt of certified application from the Department; and

1.15.4.2. After record review, to help families understand the community resources available for their child, and to help reduce wait list numbers.

1.15.5. Checking for children who might be on multiple waitlists.

1.15.6. Communication plans.

1.15.7. Clinical sessions from the time of enrollment though triage, consultation and evaluation, as applicable for each child.

1.15.8. Home and office visits provided in-person or virtually.

1.15.9. School meetings, as requested by the family.

1.15.10. Consultation with allied professionals.

1.15.11. Referrals to community resources and services, as needed.

1.16. The Contractor must participate in meetings and activities with the Department including, but not limited to:

1.16.1. BFCS bi-annual coordinator meetings.

1.16.2. Monthly contract review meetings with the BFCS Administrator or other State designee.

1.16.3. Needs assessments and surveys.

1.16.4. Regional planning efforts.

1.17. The Contractor must adjust delivery of services in this agreement to comply with a state of emergency declaration, including adjustments for delivery of series with approval from the Department.

1.18. The Contractor must collaborate with other professional disciplines and community based stakeholders to maximize the impact of coordinated comprehensive specialty clinics and consultation including, but not limited to:

1.18.1. UNH LEND.

1.18.2. Dartmouth Health Family Practice Residency Program and Doctoral Psychology programs.

1.19. The Contractor must ensure that the Child Development Clinic's professional network consists of, but is not limited to:

1.19.1. Family Centered Early Supports and Services.

1.19.2. Preschool special education providers.

1.19.3. Child care programs.

1.19.4. Head Start and Early Head Start.

1.19.5. Designated area agencies for developmental services.

1.19.6. Community health centers.

1.19.7. Community mental health centers.

1.19.8. Primary care providers.

1.19.9. Allied health professionals.

1.19.10. Medical specialists.

1.19.11. Parent support groups.

1.19.12. Advocacy groups.

1.19.13. Applied Behavior Analysis (ABA) programs.

1.19.14. Other community-based agencies.

1.20. The Contractor must assure clinic coordinators communicate with the following:

1.20.1. Families.

1.20.2. Medical Homes.

1.20.3. Health Care and Family Support Coordinators.

1.20.4. Family Centered Early Supports & Services.

1.20.5. Nutrition, Feeding & Swallowing network members/providers.

1.20.6. Local health care providers.

1.20.7. Schools.

1.20.8. Other local series agencies.

1.21. The Contractor must notify a recipient's parent or guardian of discharge in writing 30 calendar days prior to the date eligibility will close in accordance with He-M 520.02(f) or when services have been completed, whichever occurs first.

1.22. The Contractor must conduct a department-approved satisfaction survey with clients and provide the results to the Department in the required annual reports in accordance with Section 5. Reporting.

2. Staffing

2.1. The Contractor must recruit staff, in the event of vacancies, and maintain a workforce that is culturally, linguistically, racially, and ethnically diverse.

2.2. The Contractor must, after obtaining signed and notarized authorization from a hired individual, and prior to their employment or volunteer work commencing:

2.2.1. Obtain at least two (2) references for the person.

2.2.2. Submit the person's name for review against the Division for Children, Youth and Families (DCYF) state registry maintained pursuant to RSA 170-G:8-c.

2.2.3. Complete a criminal records check at the Contractor's own expense to ensure that the person has no history of:

2.2.3.1. Felony Conviction.

2.2.3.2. Any misdemeanor conviction involving:

2.2.3.2.1. Physical or sexual assault.

2.2.3.2.2. Violence.

2.2.3.2.3. Exploitation.

2.2.3.2.4. Child Pornography.

2.2.3.2.5. Threatening or reckless conduct.

2.2.3.2.6. Theft.

2.2.3.2.7. Driving under the influence of drugs or alcohol.

2.2.3.3. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer.

2.2.4. Complete a motor vehicles record check on any individual who will be responsible for transporting consumers to ensure the person possesses a valid driver's license.

3. Staff Qualifications and Requirements

3.1. The Contractor must ensure Developmental Pediatricians have qualifications that include, but are not limited to:

3.1.1. A current license from the State of New Hampshire, Board of Registration in Medicine.

3.1.2. Completed fellowship training in:

3.1.2.1. Child development; or

3.1.2.2. Developmental disabilities; or

3.1.2.3. Rehabilitative medicine; or

3.1.2.4. Other equivalent training and experience.

3.1.3. No less than five (5) years of experience working in a clinical setting with families who have children with developmental issues or birth defects.

3.1.4. Demonstrated strong interpersonal skills and ability to communicate with:

3.1.4.1. Primary care physicians.

3.1.4.2. Local early intervention and educations agencies.

3.1.4.3. Allied health professionals.

3.1.4.4. Families.

3.1.5. Demonstrated ability to work with children and other health professionals within an interdisciplinary framework.

3.1.6. Ability to travel within the state on assignment.

3.1.7. Familiarity with standardized cognitive assessments and their applicability to children with specific disabilities.

3.2. The Contractor must ensure psychologists have qualifications that include, but are not limited to:

3.2.1. A current license from the New Hampshire Board of Examiners of Psychologists as a certified psychologist pursuant to NH RSA 329-B.

3.2.2. Knowledge of the principles and practices of developmental and child psychology that are required for assessment and treatment of children, birth through six (6) years, which includes, but is not limited to:

3.2.2.1. Skill in behavioral observation.

3.2.2.2. Psychological testing (cognitive functioning).

3.2.2.3. Scoring and interpretation.

3.2.2.4. Consultation and counseling.

3.2.3. A minimum of five (5) years of experience in child psychology, three (3) of which would be serving high-risk infants, young children, and their families within a family or developmental context.

3.2.4. Ability to work with children and other health professionals within an interdisciplinary framework.

3.2.5. Ability to travel within the state on assignment.

3.2.6. Ability to work under the leadership of, and take clinical direction from the Developmental Pediatrician.

3.3. The Contractor must ensure staff, personnel and volunteers attend pertinent meeting, training opportunities and technical assistance (TA) sessions or progress reviews identified as required by the Department.

3.4. The Contractor must notify the Department in writing at least one (1) week prior to each new employee's start date. This notification shall include the new employee's:

3.4.1. Resume.

3.4.2. Completed "Access to SMS/PIH – User Request Form."

3.5. The contract must not utilize any staff, including subcontractors, to fulfill the obligations of the Contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to one (1) year is an authorized penalty.

3.6. The Contractor must promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

3.7. The Contractor's workforce must not be permitted to handle, access, view, store or discuss the Department's' Confidential Data until an attestation is received by the Contractor that all Contractor workforce associated with fulfilling the obligations of this Contract are, based on NH DHHS provided criteria herein and their job responsibility requirements, eligible to participate in work associated with this Contract.

4. Data Collection

4.1. The Contractor must ensure encounter data and information collected during triage, consultation and evaluation is recorded in the Department's on premise Data System, Special Medical Services/Partners in Health (SMS/PIH Data System), in accordance with Department guidance, within five (5) business days of receipt of information or report completion and includes, but is not limited to:

4.1.1. Developmental concern expressed by referral source and/or family.

4.1.2. Results of triage and recommendations for further consultation and/or evaluation including the names of individuals participating and their agency affiliation.

4.1.3. The number of children triaged out to community programs including, but not limited to:

4.1.3.1. Outpatient therapy.

4.1.3.2. Family Centered Early Supports and Services (Part C).

4.1.3.3. Special Education (Part B).

4.1.3.4. Other diagnostic clinics (for children over seven (7) years of age).

4.1.4. Diagnoses made as a result of the evaluation.

4.1.5. Referrals for further assessment and/or services.

4.1.6. The final assessment report, required documentation is uploaded into the Department Data system.

4.1.7. Confirmation that report(s) have been shared with family and medical home/primary care provider.

4.1.8. Discharge information including date and reason for discharge.

4.1.9. The written notification of discharge, as referenced in 1.21, is uploaded to the Department Data System.

5. Reporting

5.1. The Contractor must submit annual reports to the Department no later than July 15th of each year, in a format approved by the Department that includes, but is not limited to:

5.1.1. Statistical information including, but not limited to:

5.1.1.1. Number of evaluations completed for children from birth through six (6) years of age, including:

5.1.1.1.1. Number of final reports shared with family; and

5.1.1.1.2. Number of final reports shared with medical home/primary care provider.

5.1.1.2. Number of parent and school conferences held, and who attended.

5.1.1.3. Number of outreach consultations to local MD's, and method.

5.1.1.4. Number of referrals made for children from birth through six (6) years of age who receive an evaluation and are referred for additional assessment or services.

5.1.1.5. Number of referrals made for children seven (7) years of age and older, who are referred for additional assessment or services.

5.1.2. Consultations, Technical Assistance and Education to other professionals or para-professionals:

5.1.2.1. Number of consultations provided and to whom.

5.1.2.2. Number of in-services, trainings and educational sessions presented to include the topic, who presented, who attended (agency affiliation) and location.

5.1.2.3. Number of community planning meetings held to include who attended (agency affiliation) and outcome.

5.1.3. Performance Measures as defined in Section 6.

5.1.4. Quality assurance and improvement activities.

5.1.5. Future plans or goals.

5.1.6. Progress made and efforts undertaken to meet goals and objectives in quantitative and qualitative terms, including statistical measures for evaluating successful outcomes.

5.1.7. Satisfaction survey results.

5.1.8. Emerging and ongoing issues.

5.1.9. Notwithstanding paragraphs eight (8) and nine (9) of the General Provisions of the Agreement (Form P-37), a corrective action plan for any performance measure or improvement goal not achieved.

5.1.10. Example of success story.

5.1.11. Results of chart audits and case reviews including plans to address any findings of non-compliance.

5.2. The Contractor must submit supporting documentation related to the outreach activities and efforts that address the National and State Performance Measures selected in the Title V Block Grant for Developmental Screening annually, no later than May 15th of each year.

5.3. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

6. Performance Measures

6.1. The Department will monitor Contractor performance using the following performance indicators:

6.1.1. Ninety-five percent (95%) of evaluation reports are shared with the Medical Home or Primary Care Provider of the CSHCN, with permission from the family/guardian.

6.1.2. Eighty percent (80%) of parent/guardians responding to a Department approved satisfaction survey, as referenced in subsection 1.22, indicate satisfaction with the services provided.

6.1.3. Eighty-five percent (85%) of children who receive an evaluation are referred for additional assessment or services.

6.2. The Contractor shall actively and regularly collaborate with the Department to enhance contract management and improve results.

6.3. The Department may identify expectations for active and regular collaboration, including key performance objectives.

7. Website and Social Media

7.1. The Contractor shall agree that if performance of services on behalf of the Department involve using social media or a website to solicit information of individuals, or 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.

7.2. The Contractor agrees protected health information (PHI), personal information (PI), or other confidential information solicited 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, 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.

8. Exhibits Incorporated

8.1. The Contractor must 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.

8.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

8.3. The Contractor must comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

9. Privacy Impact Assessment

9.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

9.1.1. How PII is gathered and stored;

9.1.2. Who will have access to PII;

9.1.3. How PII will be used in the system;

9.1.4. How individual consent will be achieved and revoked; and

9.1.5. Privacy practices.

9.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

10. Department Owned Devices, Systems and Network Usage

10.1. If Contractor End Users are authorized by the Department's Information Security Office to use a Department issued device or system (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfilment of this Agreement, the selected Contractor must:

10.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;

10.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;

10.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

10.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;

10.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

10.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

10.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system

are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."

10.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

10.1.9. Include in the signature lines information identifying the End User as a non-Department workforce member; and

10.1.10. Ensure the following confidentiality notice is embedded underneath the signature line:

10.1.11. 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."

10.2. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

10.2.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

10.2.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Contract and annually throughout the Contract term.

10.2.3. Agree End User's will only access the Department' intranet to view the Department's Policies and Procedures and Information Security webpages.

10.2.4. Agree, if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said End User may face removal from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

10.2.5. Agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed

without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

10.3. Workspace Requirement

10.3.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

11. Contract End-of-Life Transition Services

11.1. General Requirements

11.1.1. 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 Contractor engaged by the Department to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as "Recipient"). Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must 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.

11.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users 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.

11.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.

11.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.

11.1.5. Should the data Transition extend beyond the end of the Contract, the Contractor agrees that the Contract Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

11.1.6. 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, refer to the terms and conditions of Exhibit K: DHHS Information Security Requirements.

12. Completion of Transition Services

12.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

12.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of Exhibit K: DHHS Information Security Requirements.

13. Disagreement over Transition Services Results

13.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, by email, stating the reason for the lack of satisfaction within 15 (fifteen) business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Contract.

14. Additional Terms

14.1. Impacts Resulting from Court Orders or Legislative Changes

14.1.1. 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.

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

14.2.1. The Contractor must submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

14.3. Credits and Copyright Ownership

14.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must 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."

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

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

14.3.3.1. Brochures.

14.3.3.2. Resource directories.

14.3.3.3. Protocols or guidelines.

14.3.3.4. Posters.

14.3.3.5. Reports.

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

14.4. Operation of Facilities: Compliance with Laws and Regulations

14.4.1. In the operation of any facilities for providing services, the Contractor must 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 must 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 must 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 must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws and regulations.

14.5. Eligibility Determinations

14.5.1. If the Contractor is permitted to determine the eligibility of individuals such eligibility determination must be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

14.5.2. Eligibility determinations must be made on forms provided by the Department for that purpose and must be made and remade at such times as are prescribed by the Department.

14.5.3. In addition to the determination forms required by the Department, the Contractor must maintain a data file on each recipient of services hereunder, which file must include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor must furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

14.5.4. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services must be permitted to fill out an application form and that each applicant or re-applicant must be informed of his/her right to a fair hearing in accordance with Department regulations.

15. Records

15.1. The Contractor must keep records that include but are not limited to:

15.1.1. 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.

15.1.2. 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.

15.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must 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.

15.1.4. Medical records on each patient/recipient of services.

15.2. 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 must 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) must terminate, provided however, that if, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder the Department must 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

Contractor Name: *Amoskeag Health*

Budget Request for: *Child Development Services*

Budget Period: *July 1 - June 30 (SFYs 2025 & 2026)*

Indirect Cost Rate (if applicable) 10.00%

Line Item	Program Cost - Funded by DHHS - SFY 25	Program Cost - Funded by DHHS - SFY 26
1. Salary & Wages	$421,782	$422,147
2. Fringe Benefits	$108,609	$108,703
3. Consultants	$0	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$0
5.(a) Supplies - Educational	$2,500	$2,500
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$0	$0
6. Travel	$2,500	$2,500
7. Software	$0	$0
8. (a) Other - Marketing/Communications	$0	$0
8. (b) Other - Education and Training	$600	$600
8. (c) Other - Other (specify below)	$0	$0
Office Supplies	$1,371	$1,371
Telephone	$900	$800
Postage	$1,000	$641
Interpreter Services	$500	$500
Community Relations/CDP Network Meetings	$500	$500
Elliot Professional Services	$12,288	$12,288
Community Partners	$10,000	$10,000
Membership Dues/Subscriptions	$586	$586
Other (please specify)	$0	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$563,636	$563,636
Total Indirect Costs	$56,364	$56,364
Subtotals	$620,000	$620,000
TOTAL	**$**	**1,240,000.00**

Contractor Initial: DS

Date: 2/28/2024

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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: **0006575787**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 15th day of February A.D. 2024.

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

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Danielle West	
Optisure Risk Partners, LLC d/b/a Aspen Insurance Agency 40 Stark Street Manchester NH 03101	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: danielle.west@king-insurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Selective Insurance Co of Southeast	39926
INSURED AMOSKEAG HEALTH 145 HOLLIS ST MANCHESTER NH 03101-1235	INSURER B: Comp-SIGMA Ltd	
	INSURER C: The Hanover Atlantic Insurance Co LTD	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL23122143687 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			S 2438257	11/01/2023	11/01/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			S 2438257	11/01/2023	11/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Auto Elite Pac	$
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			S 2438257	11/01/2023	11/01/2024	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HCHS20230000588	01/01/2024	01/01/2025	[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
C	Professional Liability and Excess Liability			L3VD305375 09	07/01/2023	07/01/2024	Each Incident	1,000,000
							Aggregate	3,000,000

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

State of New Hampshire-Dept of Health & Human Services, Bureau of Family Centered Services, Specialty Services for Children with Medical Complexity and Community Based Care Coordination for Children with Medical Complexity.

CERTIFICATE HOLDER

State of New Hampshire-Dept of Health & Human Ser Dean B. Fancy
129 Pleasant Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	AIDO	AIDO		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$9.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Employment Practices Liab Ins	EPLI		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$10.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Data Compromise	DATAC		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$93.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Experience Mod (1/1/22-2/1/22)			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date
	Experience Mod Factor 1	EXP01		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					-$12,600.00

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

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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.

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BerryDunn

AMOSKEAG HEALTH

FINANCIAL STATEMENTS

and

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

June 30, 2023 and 2022

With Independent Auditor's Report

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BerryDunn

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, 2023 and 2022, 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, 2023 and 2022, 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.

Change in Accounting Principle

As discussed in Note 1 to the financial statements, on July 1, 2022, the Organization adopted the provisions of Financial Accounting Standards Board Accounting Standards Codification Topic 842, *Leases*. Our opinion is not modified with respect to that matter.

Emphasis of Matter

As discussed in Note 11 to the financial statements, the Organization has incurred a significant operating loss during the year ended June 30, 2023 and has declining working capital and limited days cash on hand. Management's evaluation of the events and conditions and management's plans to mitigate these matters are also described in Note 11. Our opinion is not modified with respect to that matter.

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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.

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.

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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 December 6, 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
December 6, 2023

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AMOSKEAG HEALTH

Balance Sheets

June 30, 2023 and 2022

ASSETS

	2023	2022
Current assets		
Cash and cash equivalents	$ 1,291,683	$ 3,198,957
Patient accounts receivable	1,857,818	1,422,968
Grants and other receivables	1,120,900	1,856,067
Other current assets	145,734	154,142
Total current assets	4,416,135	6,632,134
Operating lease right-of-use assets	1,454,454	-
Property and equipment, net	3,597,132	3,863,277
Other assets	103,941	56,288
Total assets	$ 9,571,662	$ 10,551,699

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	$ 580,054	$ 528,569
Accrued payroll and related expenses	1,663,737	1,352,346
Current portion of operating lease liabilities	178,529	-
Current portion of long-term debt	1,467,285	53,464
Total current liabilities	3,889,605	1,934,379
Operating lease liabilities, less current portion	1,314,978	-
Long-term debt, less current portion	-	1,456,492
Total liabilities	5,204,583	3,390,871
Net assets		
Without donor restrictions	3,574,104	5,973,864
With donor restrictions	792,975	1,186,964
Total net assets	4,367,079	7,160,828
Total liabilities and net assets	$ 9,571,662	$ 10,551,699

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

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AMOSKEAG HEALTH

Statements of Operations and Changes in Net Assets

Years Ended June 30, 2023 and 2022

	2023	2022
Operating revenue		
Net patient service revenue	$ 11,024,301	$ 12,336,088
Grants, contracts and support	11,892,431	10,010,217
Other operating revenue	184,790	251,582
Net assets released from restriction for operations	1,048,634	1,281,713
Total operating revenue	24,150,156	23,879,600
Operating expenses		
Salaries and wages	15,520,631	14,533,999
Employee benefits	3,738,558	3,187,333
Program supplies	723,059	653,598
Contracted services	3,769,551	3,661,540
Occupancy	999,369	891,952
Other	1,331,746	993,893
Depreciation and amortization	457,433	484,603
Interest	48,724	49,240
Total operating expenses	26,589,071	24,456,158
Deficiency of revenue over expenses	(2,438,915)	(576,558)
Grants received for capital acquisition and in service	39,155	-
Decrease in net assets without donor restrictions	(2,399,760)	(576,558)
Net assets with donor restrictions		
Contributions	654,645	1,683,955
Net assets released from restriction for operations	(1,048,634)	(1,281,713)
(Decrease) increase in net assets with donor restrictions	(393,989)	402,242
Change in net assets	(2,793,749)	(174,316)
Net assets, beginning of year	7,160,828	7,335,144
Net assets, end of year	$ 4,367,079	$ 7,160,828

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

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AMOSKEAG HEALTH

Statements of Functional Expenses

Years Ended June 30, 2023 and 2022

	2023							
	Healthcare Services					Administrative and Support Services		
	Medical	Behavioral Health	Pharmacy	Special Medical Programs	Total Healthcare Services	Administration	Marketing and Fundraising	Total
Salaries and wages	$ 8,939,465	$ 3,006,416	$ 52,985	$ 1,573,145	$ 13,572,011	$ 1,710,956	$ 237,664	$ 15,520,631
Employee benefits	1,872,918	876,513	13,123	329,101	3,091,655	588,747	58,156	3,738,558
Program supplies	453,220	44,226	211,199	4,089	712,734	7,700	2,625	723,059
Contracted services	1,472,342	858,030	337,239	270,562	2,938,173	814,684	16,694	3,769,551
Occupancy	662,462	93,053	2,735	98,758	857,008	127,356	15,005	999,369
Other	487,377	224,001	24,109	80,761	816,248	476,049	39,449	1,331,746
Depreciation and amortization	178,648	47,234	6,284	18,651	250,817	202,918	3,698	457,433
Interest	16,084	5,060	749	2,222	24,115	24,174	435	48,724
Total	$ 14,082,516	$ 5,154,533	$ 648,423	$ 2,377,289	$ 22,262,761	$ 3,952,584	$ 373,726	$ 26,589,071

	2022							
	Healthcare Services					Administrative and Support Services		
	Medical	Behavioral Health	Pharmacy	Special Medical Programs	Total Healthcare Services	Administration	Marketing and Fundraising	Total
Salaries and wages	$ 9,072,604	$ 2,579,104	$ 50,576	$ 1,223,516	$ 12,925,800	$ 1,400,936	$ 207,263	$ 14,533,999
Employee benefits	1,657,441	699,960	14,732	256,439	2,628,572	506,353	52,408	3,187,333
Program supplies	376,035	56,205	206,071	7,071	645,382	7,744	472	653,598
Contracted services	1,241,663	859,815	323,609	646,038	3,071,125	580,175	10,240	3,661,540
Occupancy	293,987	100,165	12,981	31,807	438,940	446,195	6,817	891,952
Other	402,032	161,643	9,981	48,295	621,951	343,045	28,897	993,893
Depreciation and amortization	177,477	60,402	6,418	15,822	260,119	220,609	3,875	484,603
Interest	15,484	5,630	733	1,797	23,644	25,211	385	49,240
Total	$ 13,236,723	$ 4,522,924	$ 625,101	$ 2,230,785	$ 20,615,533	$ 3,530,268	$ 310,357	$ 24,456,158

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

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AMOSKEAG HEALTH

Statements of Cash Flows

Years Ended June 30, 2023 and 2022

	2023	2022
Cash flows from operating activities		
Change in net assets	$ (2,793,749)	$ (174,316)
Adjustments to reconcile change in net assets to net cash used by operating activities		
Depreciation and amortization	457,433	484,603
Amortization of operating lease right-of-use assets	210,821	-
Grants received for capital acquisition	(39,155)	-
Contributions received for capital acquisition	(5,000)	(305,000)
(Increase) decrease in the following assets		
Patient accounts receivable	(434,850)	(120,590)
Grants and other receivables	735,167	(975,767)
Other current assets	8,408	146,038
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	51,485	(225,844)
Accrued payroll and related expenses	311,391	(370,776)
Operating lease liabilities	(171,768)	-
Net cash used by operating activities	(1,669,817)	(1,541,652)
Cash flows from investing activities		
Purchase of investments	(47,653)	(56,288)
Capital expenditures	(185,529)	(189,752)
Net cash used by investing activities	(233,182)	(246,040)
Cash flows from financing activities		
Grants received for capital acquisition	39,155	-
Contributions received for capital acquisition	5,000	305,000
Payments on long-term debt	(48,430)	(50,308)
Net cash (used) provided by financing activities	(4,275)	254,692
Net decrease in cash and cash equivalents	(1,907,274)	(1,533,000)
Cash and cash equivalents, beginning of year	3,198,957	4,731,957
Cash and cash equivalents, end of year	$ 1,291,683	$ 3,198,957
Supplemental disclosures of cash flow information		
Cash paid for interest	$ 48,724	$ 49,240

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

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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.

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Cash and Cash Equivalents

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

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

Revenue Recognition and Patient Accounts Receivable

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.

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. Significant payer concentrations are presented in Note 3.

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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 medical, behavioral health, certain dental and ancillary 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. The rate was legislatively increased from an average rate of $211.54 to $288.05 effective October 1, 2023.

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 $2,188,583 and $2,844,226 for the years ended June 30, 2023 and 2022, 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.

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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.

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, 2023 in the aggregate amount of $6,101,849 that have not been recognized at June 30, 2023 because qualifying expenditures have not yet been incurred.

The Organization receives a significant amount of grants from the U.S. Department of Health and Human Services (HHS). As with all government funding, these grants are subject to reduction or termination in future years. For the years ended June 30, 2023 and 2022, grants from HHS (including both direct awards and awards passed through other organizations) represented approximately 61% and 72%, respectively, of grants, contracts and support revenue.

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Right-of-Use Assets and Lease Liabilities

Effective July 1, 2022, the Organization adopted Financial Accounting Standards Board Accounting Standards Codification (ASC) Topic 842, *Leases* (Topic 842). The Organization determines if an arrangement is a lease or contains a lease at inception of a contract. A contract is determined to be or contain a lease if the contract conveys the right to control the use of identified property, plant or equipment (an identified asset) in exchange for consideration. The Organization determines these assets are leased because the Organization has the right to obtain substantially all of the economic benefit from and the right to direct the use of the identified asset.

Assets in which the supplier or lessor has the practical ability and right to substitute alternative assets for the identified asset and would benefit economically from the exercise of its right to substitute the asset are not considered to be or contain a lease because the Organization determines it does not have the right to control and direct the use of the identified asset. The Organization's lease agreements do not contain any material residual value guarantees or material restrictive covenants.

In evaluating its contracts, the Organization separately identifies lease and non-lease components, such as maintenance costs, in calculating the right-of-use (ROU) asset and lease liability for its facility lease.

Leases result in the recognition of ROU assets and lease liabilities on the balance sheet. ROU assets represent the right to use an underlying asset for the lease term, and lease liabilities represent the obligation to make lease payments arising from the lease, measured on a discounted basis. The Organization determines lease classification as operating or finance at the lease commencement date. The Organization did not have any finance leases as of June 30, 2023.

At lease inception, the lease liability is measured at the present value of the lease payments over the lease term. The ROU asset equals the lease liability adjusted for any initial direct costs, prepaid or deferred rent and lease incentives. Topic 842 requires the use of the implicit rate in the lease when readily determinable. As the leases do not provide an implicit rate, the Organization elected the practical expedient to use the risk-free rate when the rate of the lease is not implicit in the lease agreement.

The lease term may include options to extend or to terminate the lease that the Organization is reasonably certain to exercise. The Organization has elected not to record leases with an initial term of 12 months or less on the balance sheet. Lease expense on such leases is recognized on a straight-line basis over the lease term.

Lease expense on operating leases is recognized over the expected lease term on a straight-line basis, while expense on finance leases is recognized using the effective interest rate method which amortizes the ROU asset to expense over the lease term and interest costs are expensed on the lease obligation throughout the lease term.

Upon adoption of Topic 842, the Organization elected the package of practical expedients permitted under the transition guidance within the new standard which includes the following: relief from determination of lease contracts included in existing or expiring leases at the point of adoption, relief from having to reevaluate the classification of leases in effect at the point of adoption and relief from reevaluation of existing leases that have initial direct costs associated with the execution of the lease contract.

The adoption of Topic 842 resulted in the recognition of the following assets and liabilities on July 1, 2022:

Operating lease right-of-use assets	$ 1,665,275
Current portion of operating lease liabilities	$ 172,735
Operating lease liabilities, less current portion	1,492,540
Operating lease liabilities	$ 1,665,275

Results for the period prior to July 1, 2022 continue to be reported in accordance with the Organization's historical accounting treatment for leases.

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 and changes in net assets as net assets released from restriction.

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.

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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.

Deficiency of Revenue Over Expenses

The statements of operations reflect the deficiency of revenue over expenses. Changes in net assets without donor restrictions which are excluded from the deficiency of revenue over expenses include contributions of long-lived assets (including assets acquired using grants and contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through December 6, 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 5).

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

	2023	2022
Cash and cash equivalents	$ 1,291,683	$ 3,198,957
Patient accounts receivable	1,857,818	1,422,968
Grants and other receivables	1,120,900	1,856,067
Financial assets available	4,270,401	6,477,992
Less net assets with donor restrictions	792,975	1,186,964
Financial assets available	$ 3,477,426	$ 5,291,028

The Organization had average days (based on normal expenditures) cash and cash equivalents on hand of 18 and 49 at June 30, 2023 and 2022, respectively.

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3. Patient Accounts Receivable and Net Patient Service Revenue

Patient Accounts Receivable

Patient accounts receivable and due from third-party payers are stated at the amount management expects to collect from outstanding balances and consisted of the following:

	July 1, 2021	June 30, 2022	June 30, 2023
Direct patient services	$ 1,206,770	$ 1,302,100	$ 1,795,769
Contract 340B pharmacy program	95,608	120,868	62,049
Total patient accounts receivable	$ 1,302,378	$ 1,422,968	$ 1,857,818

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

	2023	2022
Governmental plans		
Medicare	20 %	13 %
Medicaid	54 %	44 %
Commercial payers	20 %	19 %
Patient	6 %	24 %
Total	100 %	100 %

Net Patient Service Revenue

Net patient service revenue by payer is as follows for the years ended June 30:

	2023	2022
Gross charges	$ 18,699,505	$ 20,301,722
Less: Contractual adjustments and implicit price concessions	(7,132,770)	(7,313,357)
Sliding fee discount policy adjustments	(1,620,962)	(2,241,893)
Total net direct patient service revenue	9,945,773	10,746,472
Contract 340B program revenue	1,078,528	1,589,616
Total net patient service revenue	$ 11,024,301	$ 12,336,088

Revenue from Medicaid accounted for approximately 59% and 61% of the Organization's net patient service revenue for the years ended June 30, 2023 and 2022, respectively. No other individual payer represented more than 10% of the Organization's net patient service revenue.

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4. Property and Equipment

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

	2023	2022
Land	$ 81,000	$ 81,000
Building and leasehold improvements	5,428,684	5,420,954
Furniture and equipment	2,831,166	2,689,274
Total cost	8,340,850	8,191,228
Less accumulated depreciation	4,779,625	4,327,951
	3,561,225	3,863,277
Projects in process	35,907	-
Property and equipment, net	$ 3,597,132	$ 3,863,277

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.

5. 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% (7.97% at June 30, 2023). The line of credit is collateralized by all assets. There was no balance outstanding at June 30, 2023 and 2022.

The Organization has a 30-day paydown requirement on the line of credit, which was met for the year ended June 30, 2023.

6. Operating Leases

The Organization has entered into the following lease arrangements:

Long-term Operating Leases

The Organization has operating leases for clinic facilities with maturities ranging from December 2023 through March 2034. Certain leases contain renewal options and escalation clauses which range from 2% to 6.73%. Termination of the leases are generally prohibited unless there is a violation under the lease agreement.

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Short-Term Leases

The Organization has certain leases that are for a period of 12 months of less or contain renewals for periods of 12 months or less.

Lease Cost

Lease cost, which approximates lease payments, for the year ended June 30, 2023 was as follows:

Operating leases	$ 255,964
Short-term leases	278,944
Total	$ 534,908

Other Information

Weighted-average remaining lease term:	
Operating leases	9 years
Weighted-average discount rate:	
Operating leases	2.88%

Future Minimum Lease Payments and Reconciliation to the Balance Sheet

Future minimum payments due under the facility lease agreements for the years ending June 30, are as follows:

2024	$ 218,624
2025	216,166
2026	160,335
2027	166,940
2028	148,062
Thereafter	804,198
Total future undiscounted lease payments	1,714,325
Less present value discount	220,818
Total operating lease liabilities	1,493,507
Current portion of operating lease liabilities	178,529
Operating lease liabilities, net of current portion	$ 1,314,978

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7. Long-Term Debt

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

	2023	2022
Note payable, with a local bank (see terms below)	$ 1,467,285	$ 1,509,956
Less current maturities	1,467,285	53,464
Long-term debt, less current maturities	$ -	$ 1,456,492

The Organization has a promissory note with Citizens Bank, N. A. (Citizens), collateralized by real estate, for $1,670,000 with New Hampshire Health and Education Facilities Authority 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:

2024	$ 50,852
2025	52,602
2026	1,363,831
Total	$ 1,467,285

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, 2023, accordingly the full amount of the note is reported as a currently liability in the accompanying balance sheet as of June 30, 2023.

8. Net Assets

Net assets were as follows as of June 30:

	2023	2022
Net assets without donor restrictions		
Undesignated	$ 3,068,175	$ 5,467,935
Designated for working capital	505,929	505,929
Total	$ 3,574,104	$ 5,973,864

	2023	2022
Net assets with donor restrictions for specific purpose		
Temporary in nature		
Healthcare and related program services	$ 259,485	$ 624,570
Building improvements	310,000	305,000
Child health services	122,132	156,036
	691,617	1,085,606
Permanent in nature		
Available to borrow for working capital as needed	101,358	101,358
Total	$ 792,975	$ 1,186,964

9. Benefit Plans

The Organization has a defined contribution plan under Internal Revenue Code Section 403(b) that covers substantially all employees. The Organization contributed $305,200 and $329,371 during the years ended June 30, 2023 and 2022, 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.

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, 2023, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and additional medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

11. Financial Improvement Plan

The Organization incurred a significant operating loss during the year ended June 30, 2023 and has declining working capital and limited days of cash and cash equivalents on hand. These factors raise substantial doubt regarding the Organization's ability to continue as a going concern through one year from December 6, 2023, which is the financial statements were available to be issued.

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Management has identified several areas where costs can be reduced or income can be expanded and believes will alleviate the substantial doubt regarding the Organization's ability to continue as a going concern, including:

- During 2023 the Organization underwent a conversion of it's electronic health medical record. During the transition, the revenue cycle team had limited resources to implement the new system as well as keep existing collection efforts current. As a result, write-offs exceeded average write-offs by approximately $780,000, which is not expected to recur in 2024.
- The State of New Hampshire is rebasing the Medicaid payment rate effective October 1, 2023. The annualized impact of the change in rates is approximately $2,500,000.
- The Organization recognized there will be reductions in grant revenue in 2024 due to the end of COVID-19 funding. The Organization has also identified staffing cuts and reductions in cost of contracted services to offset the reduced grant revenue.

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SUPPLEMENTARY INFORMATION

AMOSKEAG HEALTH

Schedule of Expenditures of Federal Awards

Year Ended June 30, 2023

Federal Grantor/Pass-Through Grantor/Program Title	Federal Assistance Listing Number	Pass-Through Contract Number	Total Federal Expenditures	Amount Passed Through to Subrecipients
U.S. Department of Health and Human Services				
Direct				
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		$ 255,629	$ -
COVID-19 Consolidated Health Centers (Community Health Centers, Migrant Health Centers, Health Care for the Homeless, and Public Housing Primary Care)	93.224		1,258,343	-
Total AL 93.224			1,513,972	-
Affordable Care Act (ACA) Grants for New and Expanded Services Under the Health Center Program	93.527		3,505,536	-
COVID-19 Affordable Care Act (ACA) Grants for New and Expanded Services Under the Health Center Program	93.527		199,458	-
Total AL 93.527			3,704,994	-
Total Health Center Program Cluster			5,218,966	-
Affordable Care Act (ACA) Grants for Capital Development in Health Centers	93.526		57,547	-
Passthroug				
State of New Hampshire Department of Health and Human Services				
Affordable Care Act (ACA) Personal Responsibility Education Program	93.092	157274-B001/90018440	28,306	-
Family Planning Services	93.217	1069352	71,414	-
Family Planning Services	93.217	n/a	17,084	-
Total AL 93.217			88,498	-
The Mental Health Center of Greater Manchester				
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	n/a	211,670	-
YWCA New Hampshire				
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	H79FG000828	4,261	-
Total AL 93.243			215,931	-
Bi-State Primary Care Association, Inc.				
COVID-19 Immunization Cooperative Agreements	93.268	n/a	197,408	-
State of New Hampshire Department of Health and Human Services				
Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response	93.354	NU90TP922144	476,838	-
COVID-19 Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises	93.391	NH75OT000031/N90CA1858	16,067	-
University System of New Hampshire				
Every Student Succeeds Act/Preschool Development Grants	93.434	17737-0001/202020243	442,769	160,960
State of New Hampshire Department of Health and Human Services				
Temporary Assistance for Needy Families	93.558	B001/90080206	25,705	-
Child Abuse and Neglect Discretionary Activities	93.670	645-504004/42105745	245,120	66,173

The accompanying notes are an integral part of this schedule.

AMOSKEAG HEALTH

Schedule of Expenditures of Federal Awards

Year Ended June 30, 2023

Federal Grantor/Pass-Through Grantor/Program Title	Federal Assistance Listing Number	Pass-Through Contract Number	Total Federal Expenditures	Amount Passed Through to Subrecipients
Catholic Medical Center				
Medical Assistance Program	97.778	NH20164	426	-
Bi-State Primary Care Association, Inc.				
Opioid STR	93.788	n/a	171,566	-
State of New Hampshire Department of Health and Human Services				
Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations	93.898	102-500731/90080081	3,592	-
Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations	93.898	NU58DP006298	80,162	-
Total AL 93.898			83,754	-
Maternal and Child Health Services Block Grant to the States	93.994	1062420	81,199	-
Maternal and Child Health Services Block Grant to the States	93.994	561-500911/ 93001000	295,054	-
Maternal and Child Health Services Block Grant to the States	93.994	562-500912/ 93001000	133,750	-
Total AL 93.994			510,003	-
Total U.S. Department of Health and Human Services			7,778,904	227,133
U.S. Department of Housing and Urban Development				
Passthroug				
City of Manchester, New Hampshire				
Community Development Block Grants/Entitlement Grants	14.218	210721A	45,000	-
U.S. Department of Justice				
Passthroug				
State of New Hampshire Department of Justice				
Comprehensive Opioid Abuse Site-Based Program	16.838	n/a	212,541	97,360
U.S. Department of Treasury				
Passthroug				
Bi-State Primary Care Association, Inc.				
COVID-19 Coronavirus State And Local Fiscal Recovery Funds	21.027	n/a	216,021	-
City of Manchester, New Hampshire				
COVID-19 Coronavirus State And Local Fiscal Recovery Funds	21.027	#212422 ARPA	121,273	31,905
City of Manchester, New Hampshire Police Department				
COVID-19 Coronavirus State And Local Fiscal Recovery Funds	21.027	#410222 ARPA	345,276	167,486
Total AL 21.027			682,570	199,391
Total Expenditures of Federal Awards, All Programs			$ 8,719,015	$ 523,884

The accompanying notes are an integral part of this schedule.

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AMOSKEAG HEALTH

Notes to Schedule of Expenditures of Federal Awards

Year Ended June 30, 2023

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.

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BerryDunn

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, 2023, 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 December 6, 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.

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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
December 6, 2023

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BerryDunn

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR THE MAJOR FEDERAL PROGRAM AND 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, 2023. 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, 2023.

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.

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.

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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
December 6, 2023

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AMOSKEAG HEALTH

Schedule of Findings and Questioned Costs

Year Ended June 30, 2023

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

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

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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.

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Cooperative Extension Services, Milford, NH
Program Assistant 1978- 1979
Responsible for planning and implementing volunteer recruitment programs for Hillsborough County.

Main Street House, Noank, CT
Assistant Director 1976 -1977
A group home for teenage girls, ages 14 though 18.

EDUCATIONAL BACKGROUND:

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

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

Autism Spectrum Disorder, Training Certification in Autism Diagnostic Observation Scale, 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.

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Wendy A. Labrecque [redacted]

Objective: Participate as a contributing member in a team that will best utilize acquired skills, education, and experience in accounting.

Summary of Qualifications: Includes over 20 years in a wide variety of accounting and fiscal management capacities, involving:

- Extensive experience with the day-to-day accounting operations of a non-profit organization, encompassing skills and responsibilities for the oversight of multiple accounts, including ledger balancing and posting, AR/AP, collections and reconciliations, as well as budgetary planning, forecasting and adherence management, P & L analysis, cost containment, IRS tax (990), expense reporting, balance investments in subsidiaries with the corresponding companies' current year contributions/distributions and aviation flight tracking spreadsheets for IRS purposes.
- Producing operating statements and financial year/end reports, preparation and coordination of internal/external (IRS) and funding source audit processes (A133), in addition to experience with corporate consolidation, acquisitions and merger activities, and performing regular intra/inter- fiscal accounting break-downs and analysis of consolidated balance sheets for multiple corporate entities.
- Comprehensive knowledge and hands-on experience with grant administration, budgeting, and reporting/compliance requirements, managing up to 40 grants simultaneously.
- Familiarity with the following computer systems and applications: Windows XP, Microsoft Word 07, Excel 2010, Excel Piviot Tables, Access, PowerPoint, Solomon, Quicken, ADP Payroll, Peachtree, Yardi, People Soft, NVision and a variety of data management packages.
- As a team player, providing substantial input into problem solving and quality assurance activities.
- Additional skills and experience: effective interpersonal and communications skills; coordination of volunteer-based programs, including supervision, training and task assignment responsibilities for up to 20 volunteers.

Employment History:

EASTER SEALS OF NEW HAMPSHIRE, Manchester, NH
March 2013 – August 2014 — **Sr. Accountant**

RJ FINLAY MANAGEMENT, Nashua, NH
2008 – 2013 — **Accountant**

CHARTER TRUST COMPANY, Concord, NH
2005 – 2008 — **Financial Assistant**

EASTER SEALS OF NEW HAMPSHIRE, Manchester, NH
1984-2005 — **Held various positions from Accounting Clerk to Sr. Accountant**

Accomplishments: *Recognized for outstanding job performance and presented: The Carousel of Accomplishment/ President's Meritorious Service Award.*

Community/ Volunteer Service: EASTER SEALS TELETHON PLEDGE CENTER COORDINATOR — BIG BROTHERS / BIG SISTERS

Education:

NEW HAMPSHIRE COLLEGE
Manchester, NH — **Economics / Accounting 1 & 2**
Managerial Accounting Program

GOFFSTOWN HIGH SCHOOL, Goffstown, NH — **Diploma**

Continuing Ed.: *Attended numerous employer sponsored courses, programs and seminars, including: Managing Multiple Priorities, Customer Services, Budgeting Principles, Computer Applications: Excel07, Microsoft Word 07 etc.*

References: Excellent professional and personal references are available and will be furnished upon request.

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Julie Rolfes Smith

Child Development Clinic at Amoskeag Health 2018-present
Manchester, NH

- Clinic Coordinator- Coordinate interdisciplinary team evaluations for children ages 1-7 with developmental concerns including autism, ADHD, and learning. Prepare charts, connect with community providers, coordinate visit, child interaction/observation, support families throughout diagnostic process, and provide resources and follow up support.

University of New Hampshire Maine LEND Program 2008- present

- Family Faculty- Provide perspective and lectures regarding family perspectives on ASD, diagnosis, and clinical practice. Mentor family trainees. Write and edit Spotlight monthly newsletter. 2008-present.
- Clinical Placement Coordinator- Coordinate the clinical placements for NH trainees. 2018-present.
- Clinic and Family Coordinator- Seacoast Child Development Clinic- Supported families of young children through interdisciplinary evaluation: conducted home visits, coordinated the clinic team, provided recommendations for family support, monitored and reviewed reports, mentored trainees. In 2013, additional responsibility of coordinating the clinic structure including referrals, triage, and schedule. 2008-2017.
- ASD Learning Collaborative- Early Identification and Screening of Young Children- Worked with team in the planning and implementation of the series. Presented and represented the family perspective and coordinated parent partners. 2009-2010.

Leadership Roles and Community Involvement in New Hampshire

- Community Partners ASD Repository Workgroup, Dover, NH: March 2021- present.
- Oyster River ASD Friends, Durham, NH: Founder/facilitator of parent group for transition age youth and young adults, October 2015-present.
- Family Advisory Council, Community Partners Area Agency for Developmental Services, Family Support, and community Mental Health, Dover, NH: 2008-2020.
  CPAC (Community Partners Autism Committee), Feb 2010- 2018.
  BASE, Parent partner for parent training grant, March 2010- March 2011.
  Vice Chair, January 2017-present.
    - Family council meetings: 9/2018, 10/2018, 11/2018, 12/2018, 1/2019, 2/2019, 3/2019, 4/2019, 5/2019, 6/2019, 9/2019, 10/2019, 11/11/2019, 1/2020, 2/2020.

  NH State Family Support Council Representative, Concord, NH: Attended: 7/2018, 10/2018, 12/2018, 4/2019, 6/2019,10/2019, 2/2020.
- Transition Resource Network Consortium, September 2017-2018.
- Transition Community of Practice Collaborative: parent representative, December 2015- August 2017.
- NH Disability and Public Health Project Planning Group, November 2012- June 2015.
- Institute on Disabilities Consumer Advisory Council, 2008-June 2015.
- National Center on Inclusive Education Advisory Council, 2010.
- Parent to Parent of New Hampshire: trained support parent, 2007-present.
- NH Council on Autism Spectrum Disorders-Screening and Diagnosis workgroup, 2009- February 2013. Assisted in the design of next steps form for parents of children with positive developmental screening.
- Act Early Regional Summit Team- Parent representative- RI, April 26, 2010.
- NH Connections Forum- Family/School Partnerships in Special Education: Parent rep Oct 2010.
- FAST-Families and School Together- District project to improve communication. Jan 2011- June 2011.
- Oyster River Parents of Young Children with Autism, founder and facilitator. 2005- 2008.
- NH Connections: Collaborated to bring ABA workshop with Tom Benjamin to school district, 100 parents and professionals attended, 2006.
- Autism Focus Group, New Hampshire Department of Health and Human Services, Division of Developmental Services, 2007.
- SCERTS Work group Oyster River School District: parent representative on project exploring the adoption of model for school district, 2005.

Guest Speaking/Panels

- University of New Hampshire, Seminar in Autism Spectrum Disorders: "Family story and Perspective on ASD Diagnosis and across the Lifespan" Fall 10/2011, 10/2012; 03/2014, 03/2015, 03/2016, 03/ 2017, 03/2018, 03/2019, 03/ 2021.

- Rivier University, Nashua NH, Guest Lecture: Characteristics of Autism Disorder: "Parent Perspective and understanding the Emotional Response to School Teams", October 2013.
- Autism Summer Institute, Presenter, 2010
  - "It's a Play Date, Not a Therapy Session: Parent Perspective on Planning & Supporting a Play Date".
  - "ASD Diagnosis Confirmed: Now What? How parents Navigate Supports and Services".
- Autism Summer Institute, Parent support coordinator, 2009.
- University of New Hampshire Department of Family Studies Class: Panel discussion: "Parenting a child with a disability", Fall 2009.
- University of New Hampshire Department of Education Class: "Parent Perspective on Special Education Process and Inclusion of Children in Typical Classrooms," Fall 2009.
- Autism Summer Institute, University of New Hampshire: Panel for film "Including Samuel", 2009.
- Oyster River High School: Panel Discussion of Curious Incident of a Dog in the Night-time, 2008.
- University of New Hampshire Department of Music Education: "How Children with disabilities survive public school: How my son succeeds in the school band program," 2008.

Advocacy

- NH Dept. of Health and Human Services, In Home Supports Waiver Renewal Listening Session. 12-16-2019.
- New Hampshire HCBS Corrective Action Plan. Public Feedback Session, Epping NH, 11-19-2019.
- Tea at Bridge House Governor's Mansion with Valerie Sununu, Concord, NH: Discussion of the challenges families face with providing supports and services to peoples with developmental disabilities. 10-25-2019.
- Corrective Action Plan (CAP): Participating in a joint committee of NH area agencies to advocate on behalf of parents to allow their case management and services to be administered by their community area agency.
  - Meetings, Virtual, Laconia, NH: 6-2019, 7-2019.
  - Met with Governor Sununu, Concord, NH, 5-9-2019 and Senator Hassan, Concord, NH 5-30-2019.
  - Conflict Free Case Management/CAP Letter Campaign: Assisted the coordination of a 100 Letter campaign to state and federal leaders regarding parent concerns over the implementation of conflict free case management and request to grant waiver in order to maintain present model of care in NH. 2018-present
- NH State Budget 2018-19 Letter campaign to Governor Elect Chris Sununu requesting an additional 1.3 million dollars in state funding to support Early Intervention programs. Also provided written testimony to the House Finance Committee in support of fully funding developmental Services.
- Contacted legislators by letter or phone to advocate for the passage of bills:
  HB 1687: Bill to develop a Comprehensive Mental Health Plan, 2006.
  SB 338, later SB 93: Insurance Coverage for Early Intervention Therapy Services, 2006-07
  Public Testimony, 2007-2008.
  HB 396: Bill to establish a commission to study autism spectrum in New Hampshire.
  HB679: An act relative to the delivery of special education services. Short term objectives.
  HB 766: An Act relative to special education procedural safeguards, dispute resolution, and expert witness fees.
- New Hampshire Rules for the Education of Children with Disabilities: Testified to maintain short term objectives at the request of parents and contacted community board member. 2008.
- New Hampshire Managed Care Advocacy: Represented area agency's family council and family concerns regarding the transition of the behavioral health and developmental services to managed care system. Attended state meetings, regional forum, and met with NH executive councilor to express concerns. 2012.

Publications

NH RAP sheet, Fall 2017: Looking Back/Moving Forward, a Coffee Conversation: Smith
NH RAP Sheet, Spring 2010: Best Practices for Sharing a Diagnosis with a Family: Smith, Fisher, LE
NH RAP Sheet, Winter/Spring 2011: Resource List for ASD. Smith

Education

University of Cincinnati, B.S., 1987, Design.
University of New Hampshire, NH-ME LEND program, 2018.

Previous Work Experience

Jockey International, Kenosha, Wisconsin, 1997-1999. Men's Designer. Primary responsibility was designing fashion product for international brand. Worked in corporate environment within the merchandise team.

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Purchased and implemented first computer design system. Traveled to New York and Europe for market research, supported sales force, and collaborated with international franchisees.

Gillman Knitwear Company, Cincinnati, Ohio, 1987-1996. Knitwear Designer. Designed and manufactured sweaters and knit apparel. Worked closely with owner and Taiwan office for this family owned company. Traveled extensively to Europe and Southeast Asia to research and source product. Increased original design and expanded design staff to three. Assisted national sales force. Purchased and implemented first computer design system.

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Lindsay M. LaFleur

Education

University of New Hampshire; summa cum laude **2016**
Master of Early Childhood Education: Special Needs Option
Graduate Certificate in Assistive Technology
Graduate Certificate in Intellectual and Developmental Disabilities

Plymouth State University; magna cum laude
Bachelor of Science and Teacher Certification K-3 **2009**

Work Experience

Child Development Clinic Coordinator for Special Medical Programs **2017 - Present**
Manchester Community Health Center, New Hampshire

- Coordinate three clinic sites (Keene, Laconia, and Manchester); managing a team of three Developmental Pediatricians and four Psychologists.
- Participate as an active team member on developmental assessments for children under the age of seven; familiar with the Autism Diagnostic Observation Schedule, Differential Ability Scales, Bailey Scales of Infant Development, Childhood Autism Rating Scale, MCHAT, and the Brief Infant-Toddler Social and Emotional Assessment.
- Aid in the development of the diagnostic reports.
- Collaborate with community providers across the state including school districts, non-profits, medical providers, ABA providers, and mental health providers.
- Support families through the diagnosis process by connecting to community resources, ongoing communication between the clinic team, attending school meetings, and conducting home visits.

Early Childhood Special Educator for Early Supports and Services **2014 -2017**
Moore Center Services Manchester, New Hampshire

- Served as eligibility evaluator; completing written evaluation reports and Individual Family Support Plans - describing child's individual strengths, skill levels and areas for growth in all areas of development.
- Supported and guided families through the process of transition from Early Supports and Services to public preschool special education and/or community-based activities by developing partnerships with community programs and school districts.
- Conducted home visits- educating families on typical and atypical child development, creating family and child goals, modeling developmentally appropriate activities, and on-going connection to community resources.
- Partnered with New Hampshire universities and mange all incoming student interns; ensuring a smooth transition into the internship site, creating individualized learning experiences for students, and documenting their state and program requirements for certification.

Early Childhood Educator for Early Supports and Services **2010 - 2014**
Lakes Region Community Services Laconia, New Hampshire

- Coached parents in advocating for their children's education and impart case management and support.
- Assisted in creating written procedures for Early Intervention program, adhering to state and national guidelines.

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- Participant in several Memorandum of Agreement meetings between the Lakes Region elementary schools and the Area Agency.
- Facilitated the family advisory board and parent education classes within the Family Resource Center.
- Evaluator and educator for New Hampshire Home Visiting Program within the Family Resource Center; supporting first time mother through education and community resources.
- Served as an eligibility evaluator, created Individualized Family Support Plans, wrote evaluation reports, and conducted home visits.
- Proficient in the Hawaii Early Learning Profile, Infant Toddler Developmental Assessment, MCHAT, and Ages and Stages Questionnaire.

Paraeducator **2009 - 2010**
Bridgewater-Hebron Village School

- 1:1 educator for an eight-year-old child diagnosed with PDD-NOS. Collaborated with IEP team to encourage child's independence and growth in all areas of development.
- Knowledgeable in the PECS program, basic American Sign Language, and communication systems.
- Developed components of Individualized Education Plans.
- Frequently filled position of substitute classroom teacher, preschool through third grade.

Related Experiences

- Registered New Hampshire State Early Intervention validator for prospective Early Intervention candidates; mentoring candidates, reviewing professional portfolios, conducting peer and supervisor interviews, and communicating with the New Hampshire Bureau of Developmental Services in regards to candidates performance. 2016-Present
- Intern Site Supervisor – University of New Hampshire; Early Childhood Education 2016-2018
- Intern Site Supervisor - Plymouth State University 2010-2018
- Intern – Inclusive Preschool Bedford, New Hampshire Fall Semester, 2015
- Participant - Parent Leadership Council through Lakes Region Family Resource Center 2013-2014
- Participant – Lower Grafton Community Resource Meeting 2012-2014
- Mentor - EEIN 2012
- Afterschool Early Childhood Educator – Bridgewater Hebron Village School 2009 - 2010
- Paid Intern – Second Grade Bridgewater Hebron Village School Bristol, New Hampshire 2008-2009

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CURRICULUM VITAE

Gregory Edward Prazar, M.D.

EDUCATION AND EXPERIENCE:

1968	B.A., The College of Wooster, Wooster, Ohio
1972	M.D., Case Western Reserve University School of Medicine, Cleveland, Ohio
1972 - 1974	Intern and Resident, Department of Pediatrics, Duke University Medical Center, Durham, North Carolina
1974 - 1976	Fellowship, Behavioral Pediatrics, Department of Pediatrics and Division of Child and Adolescent Psychiatry, University of Maryland Hospitals, Baltimore, Maryland
1976 - present	Pediatrician, Exeter Pediatric Associates, Inc., Exeter, New Hampshire

MILITARY SERVICE: None

LICENSURE: New Hampshire Medical License

NATIONAL ACADEMIC & PROFESSIONAL SOCIETY MEMBERSHIPS:

Certified by National Board of Medical Examiners, 1975

Certified by American Board of Pediatrics, 1992, 2002

Fellow, American Academy of Pediatrics;Section Member, Child Development Section, 1978

Affiliate Member, American Academy of Child Psychiatry, 1981

Member, Academic Pediatric Association, 1982

Member, Society for Developmental and Behavioral Pediatrics, 1983

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HONORS:

Chosen as a member of the New Hampshire Pediatric Leadership Task Force, 1992. One of 24 New Hampshire pediatricians chosen by families who have children with special needs.

Listed by "Best Doctors in America," 1996 – present

Special Achievement Award from the American Academy of Pediatrics and the New Hampshire Pediatric Society for distinguished service and dedication to the mission and goals of the Academy, May 2005.

New Hampshire Pediatrician of the Year, 2009

TEACHING & CONSULTING APPOINTMENTS:

Clinical Assistant in Medicine, Adolescent Unit, Children's Hospital Medical Center, Boston, Massachusetts, 1977 - 1979

Consulting Pediatrician, Ritchie McFarland Children's Center, Exeter, New Hampshire, 1976 - present.

Consulting Physician, Exeter Public Schools, Exeter, New Hampshire, 1981-1991

Participant, National Conference on Behavioral Pediatrics, sponsored by the U.S. Department of Health and Human Services, Easton, Maryland, March 3 - 5, 1985

Member, Task Force on Recent Advances, American Board of Pediatrics, 1985 - 1990

Member, Time-Limited Certification Committee, American Board of Pediatrics, 1988 – 2009

Member, Long-Range Planning Committee, American Board of Pediatrics, 2009-present

Adjunct Associate Professor of Pediatrics, Dartmouth Medical School, Hanover, New Hampshire, 1998 - present.

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TEACHING & CONSULTING APPOINTMENTS (continued) :

AAP National Committee Liaison (for the New Hampshire Pediatric Society) to:
Committee on Practice and Ambulatory Medicine, 1987 - 1993
Committee on Psychosocial Aspects of Child and Family Health, 1987 - 1993

Member, Executive Committee, New Hampshire Pediatric Society, 1988 - 1993; 2005 – present; Vice-President: 2007-present

Member, Professional Advisory Committee for Seacoast CH.A.D.D., 1990 - 1998

Elected Member, Executive Committee for the Section on Developmental and Behavioral Pediatrics, American Academy of Pediatrics, 1993 - 2003

Member, Editorial Board, Journal of Pediatrics, 1993 - 2003

Member, Task Force on Environmental Stressors; American Academy of Pediatrics Advisory Committee for Development of the DSM - PC, 1994 - 1995

Member, Task Force on Mental Health, American Academy of Pediatrics, 2006 - 2009

Journal Reviewer for:

Journal of Developmental & Behavioral Pediatrics, 1986 - present

Journal of Pediatrics, 1987 - present

Archives of Pediatric and Adolescent Medicine, 2004 - present

Journal of Ambulatory Pediatrics, 2006 - present

State Chapter Co-coordinator for PROS Network (American Academy of Pediatrics Office-Based Research Organization). 1994 - present

Member, Task Force on Type 2 Diabetes in Childhood and Adolescence, American Academy of

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Pediatrics,2008-present

Member,New England Genetics Group Medical Home Workgroup, 2007-present

Member,New England Genetics Group Advisory Council, 2008-present

Member,National Coordinating Center for the Regional Genetics and Newborn Screening Collaborative Medical Home Workgroup,2009-present

Member, New Hampshire Autism Council,2010

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PUBLICATIONS:

Journal Articles:

Prazar, G.E. and Felice, M., "The Psychosocial Effects of Diabetes Mellitus in Childhood and Adolescence." Pediatric Annals, 1975, 4, 351 - 358.

Prazar, G.E. and Charney, E., "Behavioral Pediatrics in Practice," Pediatric Annals, June 1980.

Prazar, G.E., "Conversion Reactions." Pediatrics in Review, 1987, 8 (9), 279 - 286.

Prazar, G.E., "Psychosocial Risk Factors in Childhood: What Can the Pediatrician in Practice Do?"(Commentary). Journal of Developmental & Behavioral Pediatrics, 1990, 11 (4), 210 - 211.

Prazar, G.E., "An Office-Based Approach to Adolescent Psychosocial Issues." Contemporary Pediatrics, 1997, 14 (5), 59 - 71.

Prazar, G.E., "The Aural Infrared Thermometer: A Practitioner's Perspective." Journal of Pediatrics, 1998, 133, 471.

Prazar, G.E., "How Many Pediatricians Does It Take To Change a Practice?" (Editorial). Archives of Pediatric and Adolescent Medicine, 2005, 159, 500 - 502.

Olson, A.L., Dietrich, A.J., Prazar, G.E., Hurley, J.H., Tuddenham, A., Hedberg, V., and Naspinsky, D.A., "Two Approaches to Maternal Depression Screening During Well-Child Visits." Journal of Developmental and Behavioral Pediatrics, 2005, 26 (3), 169 - 175.

Olson, A.L., Dietrich, A.J., Prazar, G.E., Hurley, J.H., "Brief Maternal Depression Screening at Well-Child Visits." Pediatrics 2006, 118, 207- 215.

Book Reviews:

Helfer, R.E and Kempe, C.H. (Eds.) The Battered Child. Chicago: University of Chicago Press, 1974; and Steinmetz, S.K. and Straus, M.D. (Eds.), Violence in the Family. New York: Dodd, Mead and Cough., 1974; In The Journal of Nervous and Mental Disease, 1975, 1975, 162, 162, 437- 439.

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Shaefer, C.E., Millman, H.L., Sichel, S.M., and Zwilling, S.R., Advances in Therapies for Children. San Francisco: Josses-Bass, Inc., 1986. In Journal of Developmental & Behavioral Pediatrics, 1988, 9, 109.

Levine, M.D., Carey, W.B., and Crocker, A.C., Developmental-Behavioral Pediatrics. Philadelphia: W.B. Saunders, 1992. In Journal of Developmental & Behavioral Pediatrics, 1993.

Book Chapters:

Prazar, G.E., "Conversion Symptoms in Childhood." In Primary Pediatric Care. St. Louis: C.V. Mosby, 1987; also in second edition, 1992; third edition, 1997; fourth edition, 2001.

Prazar, G.E., "Lying and Stealing." In Primary Pediatric Care. St. Louis: C.V. Mosby 1987; second edition, 1992; third edition, 1997; fourth edition, 2001.

Prazar, G.E. and Friedman, S.B., "Conversion Symptoms." In Clinical Practice of Adolescent Medicine. New York: Appleton-Century-Crofts, 1979.

Prazar, G.E. and Friedman, S.B, "Behavioral Problems in Children and Adolescents." In Current Diagnosis. Philadelphia: W.B. Saunders, 1985.

Prazar, G.E., "Temper Tantrums and Breathholding Spells." In Primary Pediatric Care. St. Louis: c.v. Mosby Co., 1987; also second edition, 1992; third edition, 1997; fourth edition, 2001.

Prazar, G.E., "Conversion Reactions in Adolescents." In Current Diagnosis (8). Philadelphia: W.B. Saunders, 1991.

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Book Chapters (continued)

Prazar, G.E., "Psychosomatic Symptoms and Conversion Reactions." In Comprehensive Adolescent Health Care (Friedman, S.B., et al, editors), 1992; second edition, 1998.

Prazar, G.E., "A Private Practitioner's Approach to Adolescent Problems." In Friedman, S.B., DeMayo D (eds): Adolescent Psychiatric and Behavioral Disorders. Adolescent Medicine: State of the Art Reviews, vol.9, no. 2. Philadelphia, Hanley & Bellus, Inc., 1998.

Prazar,G.E.,"Conversion Reactions and Hysteria." In: McInerny,T.K.,Adam, H.M.,Campbell,D.E., Kamat,D.K., Kelleher,K.J.,eds. American Academy of Pediatrics Textbook of Pediatric Care. Elk Grove Village,IL: American Academy of Pediatrics, 2008.

Prazar,G.E., "Temper Tantrums and Breath-holding Spells." In:McInerny,T.K.,Adam,H.M.,Campbell,D.E.,Kamat,D.K.,Kelleher,K.J.,eds. American Academy of Pediatrics Textbook of Pediatric Care. Elk Grove Village,Il:American Academy of Pediatrics, 2008.

PRESENTATIONS (past 10 years):

"Stories from the Front Line: Successful Patient Care Improvement Projects." Presentation to fourth-year Dartmouth Medical School students, February 26, 1998.

"The Rural Medical Home Improvement Project, a Model of Collaboration and Communication." Presentation to the New England Rural Pediatricians' Alliance Association (NNERPA), May 7, 1999.

"Local New Hampshire Initiatives: the ADaPT Project, and the Rural Medical Home Improvement Project." Presentation to the spring meeting of the New Hampshire Pediatric Society, May 19, 1999.

"Diagnosis and Management of Attention Deficit Hyperactivity Disorder." Presentation to the Exeter Community, May, 25, 1999.

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"Pediatric Care Coordination at the Medical Home." Presentation at the following conference: Enhanced Care Coordination for the CSHCN in Managed Care Environments: Strategies for the New Millennium, September 30, 1999, Portsmouth New Hampshire.

"Management, Reimbursement and Stress Reduction Strategies: Behavior-Psychosocial Problems." Presentation at the Annual American Academy of Pediatrics Meeting, Washington, D.C., October 12, 1999.

"Collaboration and Coordination: The Rural Medical Home Improvement Project." Presentation to the MCH-Lend graduate course, University of New Hampshire, December 10, 1999.

"Building Primary Care Medical Homes for Children with Special Health Care Needs (CSHCN): Identification of CSHCN." Presentation at the fall meeting of New Hampshire Pediatric Society, Crotched Mountain facility, Greenfield, New Hampshire, November 28, 2001.

"Building Neighborhoods of Medical Homes through Quality Improvement Learning Collaborative." Presentation at the National Summit on Children with Special Health Care needs in Washington, D.C., December 12, 2001.

Continually Improving Medical Homes." Presentation at Expert Panel: Improving Primary Health Care Services for Children with Special Health Care Needs Through Implementation of the Medical Home Concept. Sponsored by the USMCHB Division for Children with Special Health Care Needs. Boston, June 5 - 6, 2002.

"Seven Habits of Highly Effective Medical Home Improvement Teams." Presentation at the Medical Home Learning Collaborative (Learning Session 1), conducted by NICHQ, Miami, FL, April 4 - 5, 2003.

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"It Takes Family-Centered Teamwork to 'Build' a Medical Home." Panel presentation at the First International Conference on Family-Centered Care, Boston, MA, September 5, 2003.

"Building Medical Homes with Family-Centered Improvement Teams." Panel presentation at the First CATCH and Medical Home National Conference, Chicago, Ill, July 16, 2004.

"You and Your Tween Child: A Behavioral Guide for Parents." Presentation to the community; at Exeter Hospital, October 12, 2004.

"Defining Well Child Care for Children and Youth with Special Health Care Needs." Presentation at National Conference sponsored by HSRA Maternal and Child Health Bureau and The Commonwealth Fund, Washington, D.C., October 12 - 13, 2006.

"Use of PDAs in Pediatric Practice at Well Child Visits as a Quality Improvement Tool." Presentation at Dartmouth Hitchcock Medical Center Pediatric Grand Rounds, November 22, 2006.

"How to foster a practice which embraces quality improvement." Presentation at New Hampshire Pediatric Society Fall Education Meeting, October 10,2007.

"Evaluation and treatment of ADHD in children and adolescents." Presentation to the community, Exeter Hospital, April,2008.

"Screening for autism spectrum disorder in practice." Presentation at New Hampshire Pediatric Society Spring Education Meeting, May 12,2010

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MARY ELLEN RYAN, MSN, CPNP

PEDIATRIC NURSE PRACTITIONER

- 34 years Pediatric Nursing experience in variety of settings with culturally diverse clients
- Effective interdisciplinary team member experienced in providing holistic medical care
- Primary care provider focused on patient education and family advocacy
- Independent with strong organizational, communication and clinical skills
- Committed to continued professional education with an interest in Pediatric Development and Behavioral Medicine and Integrative Medicine.

EDUCATION

Leadership Education in Neurodevelopmental Disabilities, University of New Hampshire 2018-2019

- Nursing trainee in graduate level training program focused on interdisciplinary, family-centered, culturally competent systems of care for children and youth with developmental disabilities and their families;
- Developed leadership skills that address the needs of children who have neurodevelopmental disabilities (NDD) and their families, developed an understanding of public policy and evidence-based care; participated in clinical training at Children's Hospital at Dartmouth and community-based clinical settings.

Leadership Education in Adolescent Health, Children's Hospital, Boston, 2006 - 2007

- Nursing fellow in Adolescent Health interdisciplinary training program
- Participated in weekly didactic instruction, clinical experience with diverse inner city adolescent population.
- Performed program development, research, and attended numerous faculty-sponsored conferences.

Masters of Science in Child Health Nursing, University of Texas at Arlington, 1995 Arlington, TX

Bachelor of Science in Nursing, Fitchburg State College, Fitchburg, MA *1986*

PEDIATRIC NURSE PRACTITIONER EXPERIENCE

Elliot Health System, Pediatric Specialties, Manchester, NH April 2014- present
Developmental and Behavioral Pediatrics

- Evaluation of children with developmental and behavioral challenges including ADHD, Autism, learning disabilities and developmental delays.

Pediatric Associates of Portsmouth and Hampton, NH May 2009 - Sept. 2012

- Medical assessment and management of children ages newborn to 20 yrs in busy private practice

Child Health Services, Manchester, NH 2007-2009

- Primary care provider for disadvantaged children/adolescents using a bio-psycho-social model in a non-profit Pediatric clinic and Teen Health Center

Families First Health Center, Portsmouth, NH 1999 - 2006

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- Independently managed patient panel of high-risk children
- Facilitated developmental screenings by specialist from Easter Seal's Baby Steps program during well child visits

- Significantly improved agency's immunization rate and compliance with state regulations
- Collaborated with community agencies to provide comprehensive multi-disciplinary services

North Central Texas Community Health Center, Wichita Falls, TX 1995

- Conducted well child exams and acute minor illness visits in rural community clinic while exercising prescriptive privileges.
- Coordinated referrals; conducted community outreach and health education programs.

REGISTERED NURSE EXPERIENCE

Phillips Exeter Academy Lamont Health Center, Exeter, NH 2007 - 2009

Exeter Pediatric Associates, Exeter, NH 1998 - 1999

Wentworth Douglas Hospital, Dover, NH 1997 - 1998

- Provided patient care in Level II nursery and postpartum unit on a per-diem basis.

Wichita General Hospital, Wichita Falls, TX 1993 - 1995

- Supervised training and evaluation of students and staff on inpatient pediatric unit of rural community hospital.

Addenbrookes' Hospital, Cambridge, England, UK 1990 - 1992

- Delivered care to children requiring hospitalization for cancer, diabetes, and general surgery at a regional oncology referral facility within the British National Health Service.

New England Medical Center - The Floating Hospital for Infants and Children, Boston, MA 1986 - 1990

- Instructed and counseled pediatric oncology patients and families on diagnosis, treatment protocols and home care.
- Presented educational updates to staff and provided direct care in outpatient oncology clinic.
- Administered total care to patients school-aged through adolescence on general medical unit under primary nursing model.
- Served as preceptor, charge nurse and member of Policies and Procedures Committee.

CERTIFICATION AND LICENSURE

Certified Pediatric Nurse Practitioner, 1996-present
PNCB- Pediatric Nurse Certification Board

Advanced Registered Nurse Practitioner 1996 - Present
State of New Hampshire

Primary Care Pediatric Mental Health Specialist –PMHS- 2017- present
PNCB-Pediatric Nurse Certification Board.

PROFESSIONAL MEMBERSHIPS

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Member of New Hampshire Nurse Practitioner Association (NHNPA)
Member of National Association of Pediatric Nurse Associates and Practitioners (NAPNAP)
Member of Society of Developmental and Behavioral Pediatrics (SDBP)

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VITAE

Name: McLean, Pat

Education

Institution and Location	Degree	Year Conferred	Field of Study
Fitchburg State College University of New Hampshire	B.S.N. M.Ed.	1970 1984	Nursing Early Childhood Special Needs

PROFESSIONAL EXPERIENCE:

2006-Present Health Care Coordinator/Amoskeag Health. This position involves coordination of medically complex children birth to 21yrs and their families. Collaboration with medical and community providers is essential for coordination. As Intake Coordinator for the Child Development Clinic, this position involves triaging all referrals and participating on the Clinic team as needed.

2004- 2016 Developmental Specialist, Capitol Region Family Health, Concord, NH.
This position involves mentoring DHMC Family Residents and medical students about child development and precepting them during well child visits. Providing developmental consults to faculty and residents for children and families in the practice. Participating on the Medical Home curriculum committee for residents.

1995 – JULY 2006 Clinic Coordinator, Seacoast Child Development Clinic – MCH Lend, Durham, NH.
This position involved coordinating interdisciplinary developmental evaluations and follow up, coordinating and collaborating with community providers, providing clinical training and evaluation to interns and fellows enrolled in MCH Lend, University teaching and maintaining a Business Plan for Seacoast Revenues.

July 2002-July 2006 Adjunct Assistant Professor of Pediatrics, Dartmouth Medical School.
This appointment involved community based teaching of Dartmouth Medical Students and Physicians.

July 2000-July 2006 Adjunct Professor in Nursing, University of NH, Durham, NH
This position involved guest lecturing for courses in the Nursing Program and clinical teaching to Master Level Nursing Students.

1986-July 1999 Infant Specialist, Richie McFarland Children's Center, Stratham, NH.
This position involved transdisciplinary early intervention services to infants and their families, medical/developmental consultation to team members, developmental evaluation of children birth to three, supervision of UNH nursing students, participation or chairing focus groups in best

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practice issues and administrative agency decision making.

1986-1988 Research Assistant, University of Massachusetts, Early Intervention Collaborative Study, Worcester, MA.
This position involved utilizing multiple assessment tools for infant/family evaluation research.

1983-1984 Nurse Coordinator, State of New Hampshire, Bureau of Special Medical Services, Concord, NH.
This position involved coordinating a neuromotor interdisciplinary team, nursing assessment of children with neuro-muscular disabilities, counseling and education to children and their families, and consultation to community nurses and allied professionals.

1982-1983 Intern, Boston Children's Hospital Developmental Evaluation Clinic This position involved developmental evaluation of children primarily ages three to six years, assessment of high/risk premature infants, and collaboration on multidisciplinary assessment teams.

1973-1981 Nurse Coordinator, State of New Hampshire, Maternal Child Health, Allenstown, NH.
This position involved administration of local Child and Youth Project, facilitation of team development and functioning, coordinated community involvement in organizing a local advisory board to the project, collaborated with schools, and state and community lecturing.

1971-1973 Clinic Nurse, Boston's Children's Hospital/Harvard Medical School, Family Health Care Program, Boston, Massachusetts.
This position involved primary nursing care to families, family planning and child birth education, collaborating team functioning, curriculum planning and teaching of Harvard University Family Residents, fellows and medical students, conduction of seminars on nursing process and team functioning, supervision of Northeastern nursing students, and lecturing.

1970-1971 Staff and Charge Nurse, Boston Children's Hospital, Boston, Massachusetts.
This position involved providing acute inpatient nursing care.

MAJOR RESEARCH:

Thesis Topic: Towards Coalescence – An Ecological Approach to Developmental Evaluation (1984)

HONORS: SIGMA THETA TAU INTERNATIONAL HONOR SOCIETY OF NURSING
1997 EXCELLENCE IN EARLY INTERVENTION ANNUAL AWARD

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SANDRA L NEGRON

EDUCATION University of New Hampshire University

MA Psychology Child and Adolescent Development

01/2022-current

Southern New Hampshire University

BA Psychology Child and Adolescent Development

Minor in Sociology

School of Commerce Arecibo, P.R.

Accounting Certificate

License Alt 4 0040 School Counselor

Justice of the Peace, Notary Public

Department of Education Alt 4 School guidance counselor

Experience Child Development Clinic Amoskeag Health 2022-current

Program Assistant

- Collect information to help in the assessment process for autism and other developmental diagnosis.
- Support during the diagnosis process.

Manchester School District 2014-present

Behaviors Service Technician

Paraprofessional

Derry Cooperative School District 2013-2014

- Substitute teacher

Justice 2005-2014

Assistant Manager

-Ensure store personnel provide customer service.

-Maintain a clean, well-organized and proper merchandise store.

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-Make sure policy and procedure are followed.

-Communicating with manager and overseeing store in manager's absence.

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Anna Dale Palmer Hutton, Psy.D.

Curriculum Vitae

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

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

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

CLINICAL TRAINING, EXPERIENCE, AND AFFILIATIONS:

04/01/2006 – Present **Child Health Services, Child Development Clinic**
Manchester, NH
Clinical activities include conducting neuropsychological and developmental assessments with children from birth to age 7 who present with various developmental delays including speech and language delays, including autism, and genetic and neurological disorders.

08/15/2006 – Present **Deer Creek Psychological Associates**
Main Office, East Thetford, VT
Clinical activities include conducting complete neuropsychological evaluations for children in a private practice office setting or in a school setting. Testing is conducted for a variety of purposes including evaluating for neurological injuries, neurological conditions, learning disabilities, Autism Spectrum Disorders, intellectual disabilities, and Attention Deficit Hyperactivity Disorder. Evaluations include record review, observations in multiple social settings (i.e., classroom, playground, lunchroom, etc.), as well as interviews and information provided by parents, teachers, allied educators, and mental health professionals.

08/01/2013-03/15/2020 **White River Junction Veterans Association (VA)**
White River Junction, VT
Clinical activities include completing Compensation and Pension evaluations for Veterans applying for benefits for Posttraumatic Stress Disorder and other emotional disorders secondary to military activity.

06/01/2005 – 07/20/2007 **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 neurological injuries,

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neurological conditions, learning disabilities, Autism Spectrum Disorders, emotional disorders, behavioral disorders, and Attention Deficit Hyperactivity Disorder.

10/01/2004 – 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 outpatient 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 conducted cognitive, emotional, and psychoeducational assessments with children and adults in an economically depressed rural community. I conducted neuropsychological assessment and research through the Dartmouth Neuropsychology and Neuroimaging Program. This component involved 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 and 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.

01/98 – 05/98 Clinical Internship
Regional Child Development Center
Bowling Green, Kentucky
Responsibilities included implementing treatment plans for children with Autism Spectrum Disorders and developmental delays.

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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 assessments 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**

Presented at the Middle Tennessee Psychological Association Conference, 1997

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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 **Child and Family Support Service Provider**
LifeSkills, Inc, IMPACT Program

Responsibilities included organizing client recreational activities and aiding in the facilitation of the behavior modification of 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 of the 72 clients, ages 20 -84.

STATE LICENSES

New Hampshire	License Number 1037
Massachusetts	License Number 8217
Vermont	License Number 048-0000893

REFERENCES

Ray Chin, Ph.D.
Hanover, NH
[redacted]

Jan McGonalgle, MD
Amoskeag Health
[redacted]

Rhea McKay, Ph.D.
[redacted]

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Andrew H. Gersten

[redacted]

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

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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

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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.

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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.

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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.

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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

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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.

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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 Idenfification, 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

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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)-Treasure/secretary (2006).
New Hampshire Attorney General's Task Force on Child Abuse and Neglect(1988-1993).
New Hampshire Licensed Psychologist

REFERENCES: Available upon request

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Kirsten McGhee, Psy.D, BCBA

[redacted] • [redacted]

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.

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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.

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Jan McGonagle, M.D.

Developmental Pediatrician
Amoskeag Health
Special Medical Programs
[redacted]

BOARD CERTIFICATION

American Board of Pediatrics

- General Pediatrics — 1995
- Developmental Pediatrics — 2009

EDUCATION

Harvard University

- Fellow in Bioethics — 2019-2020

University of Colorado

- Fellow: in Hematology/Oncology 1995
- Resident in Pediatrics — 1991-1994

State University of New York at Buffalo

- Doctor of Medicine: Cum Laude — 1991

William Smith College

- Bachelor of Science: Summa Cum Laude — 1987
- Phi Beta Kappa and Sigma Xi

Employment History

Special Medical Services at Amoskeag Health

- Developmental pediatrician working in the oversight and development of programs to improve the access and quality of care for children with medical and developmental complexity in NH. — 2009-present
- Developmental pediatrician NH neuromotor clinics — 2000-2020

Crotched Mountain Rehabilitation Center

- Developmental Pediatrician — 2009-2017

Brattleboro Memorial Hospital

- General Pediatrician — 2003-2009

Dartmouth Hitchcock Medical Center

- General Pediatrician — 1995-2003

Cedarcrest, Inc.

- Medical Director for the school and long-term care facility — 1995-2008

LICENSURE: New Hampshire — 1995-present

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Amoskeag Health
Key Personnel
Child Developmental Services
07/01/2024-06/30/2025

Name	Job Title	Salary Amount Paid from this Contract
Janet Clark	Director	$46,989
Wendy Labrecque	Accountant	$ 2,641
Julie Smith	Clinic Coordinator	$31,085
Lindsay Lafleur	Clinic Manager	$70,200
Gregory Prazar	Developmental Pediatrician	$30,295
MaryEllen Ryan	Nurse Practitioner	$19,282
Patricia McLean	Care Coordinator	$16,765
Sandra Negron	Program Assistant	$31,980
Anna Hutton	Neuropsychologist	$30,420
Andrew Gersten	Psychologist	$36,504
Kirsten McGhee	Neuropsychologist	$20,280
Jan McGonagle	Developmental Pediatrician	$85,341

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Amoskeag Health
Key Personnel
Child Developmental Services
07/01/2025-06/30/2026

Name	Job Title	Salary Amount Paid from this Contract
Janet Clark	Director	$46,471
Julie Smith	Clinic Coordinator	$31,552
Lindsay Lafleur	Clinic Manager	$71,253
Gregory Prazar	Developmental Pediatrician	$30,750
MaryEllen Ryan	Nurse Practitioner	$19,570
Patricia McLean	Care Coordinator	$17,016
Sandra Negron	Program Assistant	$32,460
Anna Hutton	Neuropsychologist	$30,876
Andrew Gersten	Psychologist	$37,052
Kirsten McGhee	Neuropsychologist	$18,526
Jan McGonagle	Developmental Pediatrician	$86,621

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

Lori A. Weaver
Interim 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 3, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into a **Retroactive** contract with Amoskeag Health (VC#157274), Manchester, NH, in the amount of $930,000, for Child Development Services to children from birth through age six (6), and their families who the Department has determined are suspected of or are at-risk for altered or delayed developmental progress, with the option to renew for up to four (4) additional years, effective retroactive to January 1, 2023, upon Governor and Council approval through June 30, 2024. 25% Federal Funds and 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.

05-95-93-930010-51910000 Health and Social Services, Health and Human Svcs, HHS: Developmental Svcs, Special Medical Services

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	561/500911	Specialty Clinics	93001000	$310,000
2024	561/500911	Specialty Clinics	93001000	$620,000
			Total	**$930,000**

EXPLANATION

This request is **Retroactive** because the Department and Contractor required more time to finalize the terms of the contract than was anticipated; as a result, the Department was unable to present this request to the Governor and Executive Council in December 2022. Therefore, the Department requests that the contract be retroactively effective to January 1, 2023, to avoid any interruption of critical services designed to meet the needs of an at-risk and highly vulnerable population during an important development stage.

Child Development Services are integral to mitigating the effect of developmental delays by providing triage, consultation and evaluation services to children from birth through age six (6), who are suspected of or at-risk for, altered or delayed developmental progress. Research shows that early childhood intervention services:

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- Have significant positive impact and long-term effect on the health and well-being of families in crisis.
- Improve childhood development.
- Prevent problems from getting worse over time.
- Provide families and caregivers with knowledge, support and resources.
- Save time, money and resources in the long-term.

Any interruption in these critical statewide services would significantly and negatively impact children, families and communities and consequently the state as whole over the long-term.

The purpose of this request is to provide statewide services that mitigate barriers to pediatric diagnostic, evaluation and assessment services for Children with Special Health Care Needs (CSHCN) as defined by RSA 132:13, and their families, from birth through age six (6), who are suspected of or at-risk for, altered or delayed developmental progress, who the Department has determined to:

- Not have timely access to diagnostic services from other sources due to economic, cultural, linguistic, or other social/structural barriers;
- Not have health insurance;
- Have conditions requiring a comprehensive team approach for an evaluation; or
- Have a complex and/or chronic health condition.

Approximately 610 children and their families will be served during State Fiscal Years 2023 and 2024.

The Bureau for Family-Centered Services is guided by the federal Maternal and Child Health Bureau's goal to provide leadership in building and promoting community-based systems of statewide services that are family-centered, comprehensive, coordinated and culturally competent. The mission of the Bureau for Family-Centered is to identify and integrate supports that assist families, providers and communities to meet the unique challenges of CSHCN. Historically, CSHCN and their families have experienced significant barriers to appropriate, timely, family-centered, comprehensive, coordinated and culturally competent diagnostic, evaluation and assessment pediatric health services. Amoskeag Health is in an exceptional position as the State's largest and most diverse, federally qualified health center, providing interdisciplinary primary health care for pediatrics as well as adolescents, adults and elders; nutrition counseling; prenatal and birthing care, family support programs; special medical programs and behavioral and mental health services in a culturally sensitive setting, to deliver these essential services.

Amoskeag Health has a long history of providing interdisciplinary clinics and services to children and youth with special health care needs throughout New Hampshire. Amoskeag Health's Child Development Clinic has provided diagnostic evaluations via interdisciplinary teams comprised of Developmental Pediatricians, Psychologists, Developmental Specialists and Clinic Coordinators throughout New Hampshire for more than 35 years.

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The Department will monitor services by using the following contract monitoring provisions from the contract:

- Ninety-five percent (95%) of evaluation reports are shared with the Medical Home or Primary Care Provider of the CSHCN, with permission from the family/guardian.
- Eighty percent (80%) of parent/guardian, responding to a Department approved Annual Satifaction Survey, as referenced in subsection 1.20, will indicate satisfaction with services provided.
- Eighty-five percent (85%) of children, who receive an evaluation, are referred for additional assessments or services.

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 June 20, 2022 through July 28, 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 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 approximately 610 children with special health care needs who are in need of a developmental evaluation will continue to lack access to timely, competent diagnostic evaluations and referrals to appropriate services. In addition, families and caregivers will not receive consultations that assist them to effectively manage their child's needs and locate timely services that promote healthy child development.

Area served: Statewide.

Source of Federal Funds: Number CFDA #93.994, FAIN #B0440148; General Funds.

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

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

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

Project ID # RFP-2023-DLTSS-03-CHILD

Project Title Child Development Services

	Maximum Points Available	Amoskeag Health
Technical		
Knowledge of the Population(Q1)	25	23
Mission and Goals (Q2)	20	15
Evidence-based Practices (Q3)	20	18
Experience(Q4)	20	18
Quality Assurance(Q5)	15	10
Interdisciplinary Teams (Q6)	30	25
Family-Centeredness & Communication(Q7)	20	18
Planning and Coordination (Q8)	25	20
Collaboration (Q9)	25	24
Subtotal - Technical	200	171
Cost		
Budget (Appendix D)	70	60
Program Staff List (Appendix E)	30	20
Subtotal - Cost	100	80
TOTAL POINTS	300	251
TOTAL PROPOSED COST		$930,000

	Reviewer Name	Title
1	Deirdre Dunn	Bureau for Family Centered Services
2	Laurie Heath	Finance Administrator III
3	Erika Downie	Program Specialist III
4	Susan Moore	Public Health Program Manager

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

January 26, 2023

Lori Weaver, Commissioner
Department of Health and Human Services
State of New Hampshire
29 Hazen Drive
Concord, NH 03301

Dear Commissioner Weaver:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Amoskeag Health, as described below and referenced as DoIT No. 2023-066.

The purpose of this request is to provide statewide services that mitigate barriers to pediatric diagnostic, evaluation and assessment services for Children with Special Health Care Needs (CSHCN) as defined by RSA 132:13, and their families, from birth through age six (6) years, who are suspected of or at-risk for, altered or delayed developmental progress.

The Price Limitation will be $930,000, effective upon Governor and Executive Council approval retroactive from January 1, 2023, through June 30, 2024.

A copy of this letter must accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/RA
DoIT #2023-066

cc: Mike Williams, IT Manager

FORM NUMBER P-37 (version 12/11/2019)

Subject: Child Development Services RFP-2023-DLTSS-03-CHILD-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 603-626-5210	1.6 Account Number 05-95-93-930010-51910000	1.7 Completion Date 6/30/2024	1.8 Price Limitation $930,000
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: [signature] C32AF939C83F424...	Date: 1/25/2023	1.12 Name and Title of Contractor Signatory Kris McCracken President/CEO	
1.13 State Agency Signature DocuSigned by: Melissa Hardy 4333A3404007406...	Date: 1/25/2023	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: DocuSigned by: Robyn Guarino 74873484941480...		On: 1/25/2023	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS

Date 1/25/2023

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.

Contractor Initials DS

Date 1/25/2023

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials

Date 1/25/2023

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.

Contractor Initials DS

Date 1/25/2023

New Hampshire Department of Health and Human Services
Child Development Services

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 retroactive to January 1, 2023, upon Governor and Executive Council approval.

   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.

New Hampshire Department of Health and Human Services
Child Development Services

EXHIBIT B

Scope of Services

1. **Statement of Work**

1.1. The Contractor must provide pediatric triage, consultation, comprehensive diagnostic evaluations and assessment services through Child Development Clinics, for children from birth through age six (6):

1.1.1. Who have inadequate, insufficient or lack of health insurance;

1.1.2. Who have conditions requiring a comprehensive team approach for an assessment, evaluation and consultation;

1.1.3. Who are underserved; and

1.1.4. 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 (RSA 132:13).

Covered Population

1.2. The Contractor must prioritize children who do not have timely access to diagnostic services due to barriers including, but not limited to:

1.2.1. Economic.

1.2.2. Cultural and Linguistic.

1.2.3. Social.

Service Methodolgy and Locations

1.3. The Contractor must ensure services are available statewide via secure and confidential telehealth appointments and in-person at clinics located, at a minimum, in the following communities:

1.3.1. Manchester.

1.3.2. Laconia.

1.3.3. Keene.

1.3.4. North Country.

1.4. For the purposes of this Agreement, all references to days shall mean business days, excluding state and federal holidays.

Services

1.5. The Contractor must provide pediatric triage, consultation, comprehensive diagnostic evaluations, and assessment services for children within the covered population. The evaluations and services must be:

1.5.1. Family-centered.

1.5.2. Consistent with best practices that are supported by:

1.5.2.1. Evidence-based or evidence-informed findings.

1.5.2.2. Current research.

1.5.2.3. Professional consensus.

Child Development Clinics

1.6. The Contractor must convene and maintain regional child development interdisciplinary teams to participate in consultations, evaluations, and annual meetings in accordance with Section 2. Staffing, of this agreement.

1.7. The Contractor must ensure the child development clinical interdisciplinary teams, as referenced in subsubsection 1.1, provide triage, consultation, and evaluation services that reflect best practices, evidence-based practices and evidence-informed practices as follows:

1.7.1. Assess, coordinate and collaborate across disciplines to provide comprehensive medical evaluation and treatment recommendations.

1.7.2. Provide assessments that include an evaluation of the child's functioning from the perspectives of the Interdisciplinary Teams, which include, but are not limited to:

1.7.2.1. Developmental pediatrician.

1.7.2.2. Child psychologist/neuropsychologist.

1.7.2.3. Social worker.

1.7.2.4. Early childhood educator.

1.7.3. Provide services consistent with guidelines as put forth by the Society of Developmental and Behavioral Pediatrics and the American Academy of Pediatrics, most recently updated in 2021, regarding Childhood Developmental Disorders.

1.7.4. Use a culturally sensitive, family-centered approach; as the integration of disciplines gives families and primary care providers' diagnostic clarification to their referral questions and concerns.

1.7.5. Provide a full report by all disciplines and a Plan of Care to each family and others involved in the child's care with the family's permission.

1.8. The Contractor must ensure the Child Development Clinic Program Director plans and coordinates Child Development Interdisciplinary Team Network meetings, in collaboration with the Department, at least annually in order to

convene all regional interdisciplinary teams to review topics that include, but are not limited to:

1.8.1. Diagnostic processes.

1.8.2. Evidence-based and/or evidence-informed practices.

1.8.3. Regional successes and challenges.

1.8.4. Barriers and problem solving.

1.8.5. Program development.

1.8.6. Statewide initiatives.

1.9. The Contractor must provide an interdisciplinary team that includes, but is not limited to:

1.9.1. Developmental-behavioral pediatricians.

1.9.2. Community-based psychologist.

1.9.3. Allied health provider.

1.9.4. Local team coordinator.

1.10. The Contractor must ensure each child's Evaluation Team includes, but is not limited to:

1.10.1. Licensed physician specializing in child development.

1.10.2. Psychiatrist, psychologist, or pediatric neurologist.

1.10.3. Members of the interdisciplinary team.

1.10.4. Additional members representing the unique needs of the child including, but not limited to:

1.10.4.1. Preschool teachers.

1.10.4.2. Family Support Coordinators.

1.10.4.3. Family Centered Early Supports and Services providers.

1.11. The Contractor must ensure Child Development Clinic programs serve as training sites, in collaboration with UNH Leadership Education in Neurodevelopmental Disabilities (UNH LEND) Program, supporting workforce development in the area of multi-disciplinary diagnostic evaluations for young children.

1.12. The Contractor must ensure family-centered communication with families throughout their experience with Child Development Services including, but not limited to the following:

1.12.1. Clinic coordinators reaching out to families prior to appointments to better understand their concerns and prepare them for a successful clinic appointment.

1.12.2. Team members meeting with each family to review diagnostic findings and offer recommendations, at the close of each visit.

1.12.3. Offering parent conferences to review findings when one parent is unable to attend the evaluation and/or when other family members and caretakers need the opportunity to ask questions of the team.

1.12.4. Scheduling virtual follow-up meetings with families to answer any questions.

1.13. The Contractor must provide families with CSHCN information related to their child's medical, developmental and educational needs during the interdisciplinary team evaluation.

1.14. The Contractor must ensure coordination of Child Development Services and activities including, but no limited to:

1.14.1. Scheduling.

1.14.2. Screening for Rapid Response eligibility for all children referred who are less than three (3) years old..

1.14.3. Wait lists.

1.14.4. Two levels of triage, one at intake and one after record review, to help families understand the community resources available for their child and help reduce wait list numbers.

1.14.5. Checking for children who might be on multiple waitlists.

1.14.6. Communication plans.

1.14.7. Clinical sessions from the time of enrollment through triage, consultation and evaluation, as applicable for each child.

1.14.8. Home and office visits provided in-person or virtually;

1.14.9. School meetings, as requested by the family.

1.14.10. Consultation with allied professionals.

1.14.11. Referrals to community resources and services, as needed.

1.15. The Contractor must participate in meetings and activities with the Department including, but not limited to:

1.15.1. BFCS bi-annual coordinator meetings.

1.15.2. Monthly contract review meetings with the BFCS Administrator or other State designee.

1.15.3. Needs assessments and surveys.

1.15.4. Regional planning efforts.

1.16. The Contractor must adjust delivery of services in this agreement to comply with a state of emergency declaration, including adjustments for delivery of services with approval from the Department.

1.17. The Contractor must collaborate with other professional disciplines and community based stakeholders to maximize the impact of coordinated, comprehensive specialty clinics and consultation including, but not limited to:

1.17.1. UNH LEND.

1.17.2. Dartmouth Health Family Practice Residency Program and Doctoral Psychology programs.

1.18. The Contractor must ensure that the Child Development Clinic's professional network consists of, but is not limited to:

1.18.1. Family Centered Early Supports and Services.

1.18.2. Preschool special education providers.

1.18.3. Child care programs.

1.18.4. Head Start and Early Head Start.

1.18.5. Designated area agencies for developmental services

1.18.6. Community health centers.

1.18.7. Community mental health centers.

1.18.8. Primary care providers.

1.18.9. Allied health professionals.

1.18.10. Medical specialists.

1.18.11. Parent support groups.

1.18.12. Advocacy groups.

1.18.13. Applied Behavior Analysis (ABA) programs.

1.18.14. Other community-based agencies.

1.19. The Contractor must assure clinic coordinators communicate with the following:

1.19.1. Families.

1.19.2. Medical Homes.

1.19.3. Health Care and Family Support Coordinators.

1.19.4. Family Centered Early Supports & Services.

1.19.5. Nutrition, Feeding & Swallowing network members/providers.

1.19.6. Local health care providers.

1.19.7. Schools.

1.19.8. Other local services agencies.

1.20. The Contractor must conduct a satisfaction survey with clients and provide results in the annual report referenced in Section 3. Reporting.

2. Staffing

2.1. The Contractor must recruit, in the event of vacancies, and maintain a workforce that is culturally, linguistically, racially, and ethnically diverse.

2.2. The Contractor must, prior to starting employment or for volunteer work, after obtaining signed and notarized authorization from the person or persons for whom information is being sought:

2.2.1. Obtain at least two (2) references for the person.

2.2.2. Submit the person's name for review against the Division for Children, Youth and Families (DCYF) state registry maintained pursuant to RSA 170-G:8-c.

2.2.3. Complete a criminal records check, at the Contractor's own expense, to ensure that the person has no history of:

2.2.3.1. Felony conviction.

2.2.3.2. Any misdemeanor conviction involving:

2.2.3.3. Physical or sexual assault.

2.2.3.4. Violence.

2.2.3.5. Exploitation.

2.2.3.6. Child pornography.

2.2.3.7. Threatening or reckless conduct.

2.2.3.8. Theft.

2.2.3.9. Driving under the influence of drugs or alcohol.

2.2.3.10. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer.

2.2.3.11. Complete a motor vehicles record check to ensure that the person has a valid driver's license if the person will be transporting consumers.

3. Staff Qualifications and Requirements

3.1. The Contractor must ensure Developmental Pediatricians have qualifications that include, but are not limited to:

3.1.1. A current license from the State of New Hampshire, Board of Registration in Medicine.

3.1.2. Completed fellowship training in:

3.1.2.1. Child development; or

3.1.2.2. Developmental disabilities; or

3.1.2.3. Rehabilitative medicine; or

3.1.2.4. Other equivalent training and experience.

3.1.3. No less than five (5) years of experience working in a clinical setting with families who have children with developmental issues or birth defects.

3.1.4. Demonstrated strong interpersonal skills and ability to communicate with:

3.1.4.1. Primary care physicians.

3.1.4.2. Local early intervention and education agencies.

3.1.4.3. Allied health professionals.

3.1.4.4. Families.

3.1.5. Demonstrated ability to work with children and other health professionals within an interdisciplinary framework.

3.1.6. Ability to travel within the state on assignment.

3.1.7. Familiarity with standardized cognitive assessments and their applicability to children with specific disabilities.

3.2. The Contractor must ensure psychologists have qualifications that include, but are not limited to:

3.2.1. A current license from the New Hampshire Board of Examiners of Psychologists as a certified psychologist pursuant to NH RSA 329-B.

3.2.2. Knowledge of the principles and practices of developmental and child psychology that are required for assessment and treatment of

children, birth through six (6) years, which includes, but is not limited to:

3.2.2.1. Skill in behavioral observation.

3.2.2.2. Psychological testing (cognitive functioning).

3.2.2.3. Scoring and interpretation.

3.2.2.4. Consultation and counseling.

3.2.3. A minimum of five (5) years of experience in child psychology, three (3) of which should be serving high-risk infants, young children, and their families within a family or developmental context.

3.2.4. Ability to work with children and other health professionals within an interdisciplinary framework.

3.2.5. Ability to travel within the state on assignment.

3.2.6. Ability to work under the leadership of, and take clinical direction from the Developmental Pediatrician.

3.3. The Contractor must ensure staff, personnel and volunteers attend pertinent meeting, training opportunities and technical assistance (TA) sessions or progress reviews identified as required by the Department.

3.4. The Contractor must notify the Department in writing at least one (1) week prior to each new employee's start date. This notification shall include the new employee's:

3.4.1. Resume.

3.4.2. Completed "Access to (SMS/PIH) – User Request Form."

3.5. The Contract must not utilize any staff, including subcontractors, to fulfill the obligations of the Contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty.

3.6. The Contractor must promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

3.7. The Contractor's workforce must not be permitted to handle, access, view, store or discuss the Department's Confidential Data until an attestation is received by the Contractor that all Contractor workforce associated with fulfilling the obligations of this Contract are, based on NH DHHS provided criteria herein and their job responsibility requirements, eligible to participate in work associated with this Contract.

4. **Data Collection**

4.1. The Contractor must ensure encounter data and information collected during triage, consultation and evaluation is recorded in the Department's on premise Data System, Special Medical Services/Partners in Health (SMS/PIH Data System), in accordance with Department guidance, within five (5) business days of receipt of information or report completion and includes, but is not limited to:

4.1.1. Developmental concern expressed by referral source and/or family.

4.1.2. Results of triage and recommendations for further consultation and/or evaluation including the names of individuals participating and their agency affiliation.

4.1.3. The number of children triaged out to community programs including, but not limed to:

4.1.3.1. Outpatient therapy.

4.1.3.2. Family Centered Early Supports and Services (Part C).

4.1.3.3. Special Education (Part B).

4.1.3.4. Other diagnostic clinics (for children over seven (7) years of age).

4.1.4. Diagnoses made as a result of the evalutaion.

4.1.5. Referrals for further assessment and/or services.

4.1.6. The final assessment report, required documentation is uploaded into the Department Data system.

4.1.7. Confirmation that report(s) have been shared with family and medical home/primary care provider.

5. **Reporting**

5.1. The Contractor must submit annual reports no later than July 15th of each year, in a format approved by the Department that includes, but is not limited to:

5.1.1. Statistical information including, but not limited to:

5.1.1.1. Number of evaluations performed.

5.1.1.2. Number of parent and school conferences held and who attended.

5.1.1.3. Number of outreach consultations to local MD's and method.

5.1.2. Consultations, Technical Assistance and Education to other professionals or para-professionals:

5.1.2.1. Number of consultations provided and to whom.

5.1.2.2. Number of in-services, trainings and educational sessions presented to include the topic, who presented, who attended (agency affiliation) and location.

5.1.2.3. Number of community planning meetings held to include who attended (agency affiliation) and outcome.

5.1.3. Performance Measures as defined in Subsection 6.

5.1.4. Quality assurance and improvement activities.

5.1.5. Future plans or goals.

5.1.6. Progress made and efforts undertaken to meet goals and objectives in quantitative and qualitative terms, including statistical measures for evaluating successful outcomes.

5.1.7. Satisfaction survey results.

5.1.8. Emerging and ongoing issues.

5.1.9. Notwithstanding paragraphs 8 and 9 of the General Provisions of the Agreement (Form P-37), a corrective action plan for any performance measure or improvement goal not achieved.

5.1.10. Example of success story.

5.1.11. Results of chart audits and case reviews including plans to address any findings of non-compliance.

5.2. The Contractor must submit supporting documentation related to the outreach activities and efforts that address the National and State Performance Measures selected in the Title V Block Grant for Developmental Screening annually, no later than May 15th of each year.

5.3. The Contactor may be required to provide other key data and metrics to the Department in a format specified by the Department.

6. Performance Measures

6.1. The Department will monitor Contractor performance using the following performance indicators:

6.1.1. Ninety-five percent (95%) of evaluation reports are shared with the Medical Home or Primary Care Provider of the CSHCN, with permission from the family/guardian.

6.1.2. Eighty percent (80%) of parent/guardians responding to a Department approved satifaction survey, as referenced in subsection 1.20, indicate satisfaction with the services provided.

6.1.3. Eighty-five percent (85%) of children who receive an evaluation are referred for additional assessment or services.

6.2. The Contractor shall actively and regularly collaborate with the Department to enhance contract management and improve results.

6.3. The Department may identify expectations for active and regular collaboration, including key performance objectives.

7. Website and Social Media

7.1. The Contractor shall agree that if performance of services on behalf of the Department involve using social media or a website to solicit information of individuals, or 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.

7.2. The Contractor agrees protected health information (PHI), personal information (PI), or other confidential information solicited 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, 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.

8. Exhibits Incorporated

8.1. The Contractor must 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.

8.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

8.3. The Contractor must comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

9. Privacy Impact Assessment

9.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

9.1.1. How PII is gathered and stored;

9.1.2. Who will have access to PII;

9.1.3. How PII will be used in the system;

9.1.4. How individual consent will be achieved and revoked; and

9.1.5. Privacy practices.

9.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

10. Department Owned Devices, Systems and Network Usage

10.1. If Contractor End Users are authorized by the Department's Information Security Office to use a Department issued device or system (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfilment of this Agreement, the selected Contractor must:

10.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;

10.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;

10.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

10.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and

keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;

10.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

10.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

10.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."

10.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

10.1.9. Include in the signature lines information identifying the End User as a non-Department workforce member; and

10.1.10. Ensure the following confidentiality notice is embedded underneath the signature line:

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."

10.2. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

10.2.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

10.2.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Contract and annually throughout the Contract term.

10.2.3. Agree End User's will only access the Department' intranet to view the Department's Policies and Procedures and Information Security webpages.

10.2.4. Agree, if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said End User may face removal from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

10.2.5. Agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

10.3. Workspace Requirement

10.3.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

11. Contract End-of-Life Transition Services

11.1. General Requirements

11.1.1. 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 Contractor engaged by the Department to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as "Recipient"). Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must 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.

11.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users 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.

11.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.

11.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.

11.1.5. Should the data Transition extend beyond the end of the Contract, the Contractor agrees that the Contract Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

11.1.6. 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, refer to the terms and conditions of Exhibit K: DHHS Information Security Requirements.

12. Completion of Transition Services

12.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

12.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of Exhibit K: DHHS Information Security Requirements.

13. Disagreement over Transition Services Results

13.1. In the event the Department is not satisfied with the results of the Transition

Service, the Department shall notify the Contractor, by email, stating the reason for the lack of satisfaction within 15 (fifteen) business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Contract.

14. Additional Terms

14.1. Impacts Resulting from Court Orders or Legislative Changes

14.1.1. 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.

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

14.2.1. The Contractor must submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

14.3. Credits and Copyright Ownership

14.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must 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."

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

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

14.3.3.1. Brochures.

14.3.3.2. Resource directories.

14.3.3.3. Protocols or guidelines.

14.3.3.4. Posters.

14.3.3.5. Reports.

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

14.4. Operation of Facilities: Compliance with Laws and Regulations

14.4.1. In the operation of any facilities for providing services, the Contractor must 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 must 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 must 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 must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws and regulations.

14.5. Eligibility Determinations

14.5.1. If the Contractor is permitted to determine the eligibility of individuals such eligibility determination must be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

14.5.2. Eligibility determinations must be made on forms provided by the Department for that purpose and must be made and remade at such times as are prescribed by the Department.

14.5.3. In addition to the determination forms required by the Department, the Contractor must maintain a data file on each recipient of services hereunder, which file must include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor must furnish the Department

with all forms and documentation regarding eligibility determinations that the Department may request or require.

14.5.4. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services must be permitted to fill out an application form and that each applicant or re-applicant must be informed of his/her right to a fair hearing in accordance with Department regulations.

15. Records

15.1. The Contractor must keep records that include but are not limited to:

15.1.1. 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.

15.1.2. 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.

15.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must 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.

15.1.4. Medical records on each patient/recipient of services.

15.2. 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 must 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) must terminate, provided however, that if, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder the Department must 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
Child Development Services

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 and Services Administration (HRSA), Maternal and Child Health Services Block Grant to States, CFDA #93.994, FAIN # BO440148.
   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 Exhibits C-1, Budget through 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:

   Partners in Health Program Assistant
   Department of Health and Human Services
   129 Pleasant Street, Thayer Building
   Concord, NH 03301

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.

8.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

8.5. 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.

New Hampshire Department of Health and Human Services

Contractor Name: *Amoskeag Health*

Budget Request for: *Child Development Services*

Budget Period *January 1, 2023 through June 30, 2023*

Indirect Cost Rate (If applicable) 10.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$170,290
2. Fringe Benefits	$32,866
3. Consultants	$0
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	$1,500
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$1,600
6. Travel	$1,200
7. Software	$0
8. (a) Other - Marketing/Communications	$0
8. (b) Other - Education and Training	$300
8. (c) Other - Other (specify below)	
Telephone	$437
Postage	$1,242
Psychologists	$36,900
Interpreters	$750
Community Relations/CDP Network Meetings	$850
Information Technology	$2,500
Elliot Professional Services	$16,514
Community Partners	$6,000
Space Allocation	$8,869
9. Subrecipient Contracts	$0
Total Direct Costs	$281,818
Total Indirect Costs	$28,182
TOTAL	$310,000

1/25/2023

New Hampshire Department of Health and Human Services

Contractor Name: *Amoskeag Health*

Budget Request for: *Child Development Services*

Budget Period *July 1, 2023 through June 30, 2024*

Indirect Cost Rate (If applicable) 10.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$348,001
2. Fringe Benefits	$67,164
3. Consultants	$0
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	$2,174
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$1,600
6. Travel	$2,400
7. Software	$0
8. (a) Other - Marketing/Communications	$0
8. (b) Other - Education and Training	$600
8. (c) Other - Other (specify below)	
Telephone	$875
Postage	$2,485
Psychologists	$73,800
Interpreters	$1,000
Community Relations/CDP Network Meetings	$850
Information Technology	$0
Elliot Professional Services	$33,028
Community Partners	$12,000
Space Allocation	$17,659
9. Subrecipient Contracts	$0
Total Direct Costs	$563,636
Total Indirect Costs	$56,364
TOTAL	$620,000

1/25/2023

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

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

DocuSigned by:

1/25/2023
Date

Name: Kris McCracken
Title: President/CEO

DS

Vendor Initials

Date 1/25/2023

New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: Amoskeag Health

1/25/2023
Date

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

Vendor Initials DS
Date 1/25/2023

DocuSign Envelope ID: 42CBE8B3-B253-41F7-A39C-3F58C8D82E31

DocuSign Envelope ID: 9FFC9122-D018-429D-A784-AC4454971F3E

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

Contractor Initials DS

Date 1/25/2023

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

1/25/2023
Date

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

DS
Contractor Initials

1/25/2023
Date

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.

DS

Contractor Initials _____

Date 1/25/2023

New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name: Amoskeag Health

DocuSigned by:

1/25/2023
Date

Name: Kris McCracken
Title: President/CEO

DocuSign Envelope ID: 42CBE8B3-B253-41F7-A39C-3F58C8D82E31

DocuSign Envelope ID: 9FFC9122-D018-429D-A784-AC4454971F3E

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

1/25/2023
Date

DocuSigned by:
C22AF99C6FE4...
Name: Kris McCracken
Title: President/CEO

DS
Contractor Initials

1/25/2023
Date

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, TitleXIII, 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.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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 (l). 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

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate 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.

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	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Melissa Hardy	Kris McCracken
Name of Authorized Representative	Name of Authorized Representative
Director, DLTSS	President/CEO
Title of Authorized Representative	Title of Authorized Representative
1/25/2023	1/25/2023
Date	Date

New Hampshire Department of Health and Human Services
Exhibit J

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (UEI #)
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

1/25/2023
Date

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

Contractor Initials DS
Date 1/25/2023

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 UEI (SAM.gov) number for your entity is: PJE7C4T4PEB8

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

DS

Contractor Initials _____

Date 1/25/2023

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

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

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

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

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS.

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

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

2. The Contractor agrees to ensure proper security-monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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

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

B. Disposition

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

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

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

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

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 fulfilment 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"

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.

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

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