



Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

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

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July 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 Lamprey Health Care, Inc. (VC# 177677), Newmarket, New Hampshire, to change the scope of services by removing the Powerful Tools for Caregivers program and adding the Walk with Ease program, with no change to the price limitation of \$330,922 and no change to the contract completion date of September 30, 2025, effective upon Governor and Council approval.

The original contract was approved by Governor and Council on September 21, 2022, item #27, and most recently amended with Governor and Council approval on February 8, 2023, item #17.

EXPLANATION

The purpose of this request is to change the Contractor's scope of services by replacing the Powerful Tools for Caregivers program with the Walk with Ease program, which is an evidence-based self-management support service for holistic self-care to help manage chronic pain via the benefits of regular aerobic exercise. There are other programs offered for caregivers, which resulted in limited participation in the Powerful Tools for Caregivers program. Based on feedback from participants, the Walk with Ease program was selected as a replacement; it is recognized as a popular program provided around the country. Supporting this program in New Hampshire will engage participants interested in the benefits of regular aerobic exercise in an evidence-based program that provides education and physical activity. In-person Walk with Ease groups meet for six (6) weeks, three (3) times per week, and the program is modified to fit the needs of the group.

Approximately 75 to 100 individuals will be served annually.

The Walk with Ease program targets individuals age 60 years and older with chronic conditions and is designed to assist these individuals improve and sustain a healthier and higher quality of life. The work of this program is in line with the Department's mission to join communities and families in providing opportunities for citizens to achieve health and independence through community collaboration and awareness of evidence-based health promotion and education.

The Department will monitor services by:

- Reviewing the Contractor's quarterly reports to ensure compliance with contractual obligations, such as the number of Walk with Ease participants and the recruitment of new Walk with Ease leaders; and

- Reviewing participant self-assessment surveys that are completed for in-person classes.

Should the Governor and Council not authorize this request, individuals age 60 years and older with chronic conditions will lack access to a program that enhances health and builds local community connections.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number 93.043, FAIN #2301NHOAPH.

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

Respectfully submitted,

Christine Santaniello for

Lori A. Weaver
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #2**

This Amendment to the Chronic Disease and Self-Management Program and The Powerful Tools for Caregivers contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Lamprey Health Care, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 21, 2022 (Item # 27), as amended on February 8, 2023 (Item # 17), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended 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. Modify Exhibit B, Scope of Services, Statement of Work, by replacing all references to the Powerful Tools for Caregivers (PTC) program to read:
 - 1.7. Walk with Ease (WWE) Program
2. Modify Exhibit B, Scope of Services, Section 1, Statement of Work, 1.7.1. to 1.7.6. to read:
 - 1.7.1. The Contractor must conduct outreach for the Arthritis Foundation's Walk with Ease (WWE) program, an evidence-based self-management support service for holistic self-care to help manage chronic pain via the benefits of regular aerobic exercise.
 - 1.7.2. The Contractor must recruit, at a minimum, three (3) to five (5) new WWE leaders.
 - 1.7.3. The Contractor must provide the WWE program to approximately 75 to 100 participants and implement a means to track participant completion of the program.
 - 1.7.4. The Contractor must pay for the online training fee for the four (4) hour leader training provided by the National Association of Sports Medicine and submit trained leaders' certificate of completion to the National Arthritis Foundation leader database.
 - 1.7.5. The Contractor must ensure that qualified leaders have and maintain a current cardiopulmonary resuscitation (CPR) certification.
 - 1.7.6. The Contractor must provide three (3) program modalities:
 - 1.7.6.1. Self-Directed: a self-paced individual program with rolling registration that participants complete 100% independently. Participants use an online portal to register, track progress, and complete learning sessions.
 - 1.7.6.2. Self-Directed Enhanced: a group program where participants meet with a leader once per week, either in person or online. If meeting in person, participants walk together as a group once per week and twice per week on their own. Leaders must share regular updates with participants and facilitate learning sessions during the weekly sessions.
 - 1.7.6.3. In-Person: a group program where participants meet with a leader three (3) times per week for six (6) weeks. Leaders must provide education at the start of each meeting, followed by a ten (10) to thirty (30) minute group walk that includes warm up, stretches, and cool down.

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GAW

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

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

State of New Hampshire
Department of Health and Human Services

6/25/2024

Date

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

Lamprey Health Care, Inc.

6/25/2024

Date

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

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

OFFICE OF THE ATTORNEY GENERAL

6/26/2024

Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 66382

Certificate Number : 0005770882



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

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Laura Valencia, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of Lamprey Health Care, Inc.
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on September 27, 2023, at which a quorum of the Directors/shareholders were present and voting.

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

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and 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: 03June2024

Digitally signed by Laura
Valencia
Date: 2024.06.03 21:17:47
-04'00'
Laura Valencia

Signature of Elected Officer
Name: Laura Valencia
Title: Secretary, Board of Directors



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/25/2024

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 License # 1780862 HUB International New England 275 US Route 1 Cumberland Foreside, ME 04110	CONTACT NAME: Lauren Stiles	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS: Lauren.Stiles@hubinternational.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Philadelphia Indemnity Insurance Company		18058
INSURER B: Atlantic Charter Insurance Company		44326
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

Lamprey Health Care, Inc.
207 South Main Street
Newmarket, NH 03857

COVERAGES **CERTIFICATE NUMBER:** **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2563602	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMPOP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea. accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCA00545411	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of General Liability and Workers Compensation coverage.

CERTIFICATE HOLDER NH DHHS 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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LAMPREY HEALTH CARE

Where Excellence and Caring go Hand in Hand

Our Mission

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

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

Our Vision

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

Our Values

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

Affirmed 11/15/2023



CONSOLIDATED FINANCIAL STATEMENTS

and

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

September 30, 2023 and 2022.

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

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

Report on the Audit of the Consolidated Financial Statements

Opinion

We have audited the accompanying consolidated financial statements of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc. (collectively, the Organization), which comprise the consolidated balance sheets as of September 30, 2023 and 2022, and the related consolidated statements of operations, changes in net assets, functional expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization as of September 30, 2023 and 2022, and the results of their operations, changes in their net assets and their cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

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 Consolidated Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated 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 consolidated financial statements are available to be issued.

Board of Directors
Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc.
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Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated 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 consolidated 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 consolidated 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 consolidated 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 consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

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

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

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying consolidating balance sheets as of September 30, 2023 and 2022, and the related consolidating statements of operations and changes in net assets for the years then ended, are presented for purposes of additional analysis of the consolidated financial statements rather than to present the financial position, results of operations and changes in net assets of the individual entities, and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the consolidating information is fairly stated in all material respects in relation to the consolidated 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 consolidated financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 16, 2024 on our consideration of the Organization's internal control over financial reporting and on our tests of their 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
February 16, 2024

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

Consolidated Balance Sheets

September 30, 2023 and 2022

ASSETS

	<u>2023</u>	<u>2022</u>
Current assets		
Cash and cash equivalents	\$ 1,493,983	\$ 3,113,427
Patient accounts receivable	1,478,008	1,783,724
Grants receivable	1,167,418	1,196,731
Other receivables	153,045	139,731
Inventory	182,213	238,124
Other current assets	<u>437,916</u>	<u>366,193</u>
Total current assets	4,912,583	6,837,930
Assets limited as to use	3,134,849	3,961,087
Fair value of interest rate swaps	347,166	304,939
Property and equipment, net	<u>8,997,927</u>	<u>7,322,436</u>
Total assets	<u>\$ 17,392,525</u>	<u>\$ 18,426,392</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	\$ 916,612	\$ 658,309
Accrued payroll and related expenses	1,420,265	1,381,807
Deferred revenue	277,623	283,638
Current maturities of long-term debt	<u>74,458</u>	<u>72,440</u>
Total current liabilities	2,688,958	2,396,194
Long-term debt, less current maturities	<u>2,620,655</u>	<u>2,700,836</u>
Total liabilities	<u>5,309,613</u>	<u>5,097,030</u>
Net assets		
Without donor restrictions	11,159,483	12,610,798
With donor restrictions	<u>923,429</u>	<u>718,564</u>
Total net assets	<u>12,082,912</u>	<u>13,329,362</u>
Total liabilities and net assets	<u>\$ 17,392,525</u>	<u>\$ 18,426,392</u>

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

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

Consolidated Statements of Operations

Years Ended September 30, 2023 and 2022

	<u>2023</u>	<u>2022</u>
Operating revenue		
Net patient service revenue	\$ 10,280,924	\$ 11,411,655
Rental income	137,812	164,761
Grants, contracts and contributions	9,525,554	8,142,840
Other operating revenue	957,233	1,077,550
Net assets released from restriction for operations	<u>312,863</u>	<u>363,791</u>
Total operating revenue	<u>21,214,386</u>	<u>21,160,597</u>
Operating expenses		
Salaries and wages	13,327,788	12,359,463
Employee benefits	2,488,649	2,607,293
Supplies	1,275,176	785,520
Purchased services	3,559,583	3,219,637
Facilities	654,237	703,288
Other operating expenses	781,102	532,932
Insurance	150,776	147,154
Depreciation	481,397	465,622
Interest	<u>100,779</u>	<u>93,271</u>
Total operating expenses	<u>22,819,487</u>	<u>20,914,180</u>
(Deficiency) excess of revenue over expenses	(1,605,101)	246,417
Change in fair value of interest rate swaps	42,227	372,380
Net assets released from restriction for capital acquisition	<u>111,559</u>	<u>44,225</u>
(Decrease) increase in net assets without donor restrictions	<u>\$ (1,451,315)</u>	<u>\$ 663,022</u>

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

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.**Consolidated Statements of Changes in Net Assets****Years Ended September 30, 2023 and 2022**

	<u>2023</u>	<u>2022</u>
Net assets without donor restrictions		
(Deficiency) excess of revenue over expenses	\$ (1,605,101)	\$ 246,417
Change in fair value of interest rate swaps	42,227	372,380
Net assets released from restriction for capital acquisition	<u>111,559</u>	<u>44,225</u>
(Decrease) increase in net assets without donor restrictions	<u>(1,451,315)</u>	<u>663,022</u>
Net assets with donor restrictions		
Contributions	132,705	419,527
Grants for capital acquisition, purchased and not in service	496,582	93,719
Net assets released from restriction for operations	(312,863)	(363,791)
Net assets released from restriction for capital acquisition	<u>(111,559)</u>	<u>(44,225)</u>
Increase in net assets with donor restrictions	<u>204,865</u>	<u>105,230</u>
Change in net assets	(1,246,450)	768,252
Net assets, beginning of year	<u>13,329,362</u>	<u>12,561,110</u>
Net assets, end of year	<u>\$ 12,082,912</u>	<u>\$ 13,329,362</u>

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

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

Consolidated Statement of Functional Expenses

Year Ended September 30, 2023

	Healthcare Services	AHEC/PHN	Total Program Services	Administration and Support Services	Total
Salaries and wages	\$ 10,529,195	\$ 647,653	\$ 11,176,848	\$ 2,150,940	\$ 13,327,788
Employee benefits	1,839,710	113,161	1,952,871	535,778	2,488,649
Supplies	1,125,756	8,612	1,134,368	140,808	1,275,176
Purchased services	1,067,039	1,157,156	2,224,195	1,335,388	3,559,583
Facilities	601,026	-	601,026	53,211	654,237
Other	238,915	148,525	387,440	393,662	781,102
Insurance	106,015	14,033	120,048	30,728	150,776
Depreciation	337,544	44,682	382,226	99,171	481,397
Interest	67,391	8,921	76,312	24,467	100,779
Allocated program support	<u>1,462,384</u>	<u>105,489</u>	<u>1,567,873</u>	<u>(1,567,873)</u>	<u>-</u>
Total	<u>\$ 17,374,975</u>	<u>\$ 2,248,232</u>	<u>\$ 19,623,207</u>	<u>\$ 3,196,280</u>	<u>\$ 22,819,487</u>

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

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

Consolidated Statement of Functional Expenses

Year Ended September 30, 2022

	<u>Healthcare Services</u>	<u>AHEC/PHN</u>	<u>Total Program Services</u>	<u>Administration and Support Services</u>	<u>Total</u>
Salaries and wages	\$ 9,991,275	\$ 462,982	\$ 10,454,257	\$ 1,905,206	\$ 12,359,463
Employee benefits	2,107,711	97,668	2,205,379	401,914	2,607,293
Supplies	762,477	5,881	768,358	17,162	785,520
Purchased services	1,089,215	849,499	1,938,714	1,280,923	3,219,637
Facilities	559,216	-	559,216	144,072	703,288
Other	194,227	57,048	251,275	281,657	532,932
Insurance	107,077	10,727	117,804	29,350	147,154
Depreciation	338,813	33,943	372,756	92,866	465,622
Interest	68,379	6,850	75,229	18,042	93,271
Allocated program support	<u>812,790</u>	<u>48,489</u>	<u>861,279</u>	<u>(861,279)</u>	<u>-</u>
Total	<u>\$ 16,031,180</u>	<u>\$ 1,573,087</u>	<u>\$ 17,604,267</u>	<u>\$ 3,309,913</u>	<u>\$ 20,914,180</u>

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

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

Consolidated Statements of Cash Flows

Years Ended September 30, 2023 and 2022

	<u>2023</u>	<u>2022</u>
Cash flows from operating activities		
Change in net assets	\$ (1,246,450)	\$ 768,252
Adjustments to reconcile change in net assets to net cash used by operating activities		
Depreciation	481,397	465,622
Loss on disposal of assets	189,817	-
Insurance proceeds for capital acquisitions	(559,251)	-
Change in fair value of interest rate swaps	(42,227)	(372,380)
Grants for capital acquisition	(496,582)	(93,719)
(Increase) decrease in the following assets:		
Patient accounts receivable	305,716	(394,032)
Grants receivable	(687)	(442,332)
Other receivables	(13,314)	(2,218)
Inventory	55,911	(60,740)
Other current assets	(71,723)	(103,252)
(Decrease) increase in the following liabilities:		
Accounts payable and accrued expenses	(45,615)	59,375
Accrued payroll and related expenses	38,458	75,605
Due to third-party payers	-	(241,394)
Deferred revenue	(6,015)	(140,284)
Net cash used by operating activities	<u>(1,410,565)</u>	<u>(481,497)</u>
Cash flows from investing activities		
Capital acquisitions	(2,042,787)	(222,149)
Insurance proceeds for capital acquisitions	559,251	-
Net cash used by investing activities	<u>(1,483,536)</u>	<u>(222,149)</u>
Cash flows from financing activities		
Grants received for capital acquisition	526,582	63,719
Principal payments on long-term debt	(78,163)	(66,539)
Net cash provided (used) by financing activities	<u>448,419</u>	<u>(2,820)</u>
Net decrease in cash and cash equivalents	(2,445,682)	(706,466)
Cash and cash equivalents, beginning of year	<u>7,074,514</u>	<u>7,780,980</u>
Cash and cash equivalents, end of year	<u>\$ 4,628,832</u>	<u>\$ 7,074,514</u>

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

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

Consolidated Statements of Cash Flows (Concluded)

Years Ended September 30, 2023 and 2022

	<u>2023</u>	<u>2022</u>
Composition of cash and cash equivalents, end of year		
Cash and cash equivalents	\$ 1,493,983	\$ 3,113,427
Assets limited as to use	<u>3,134,849</u>	<u>3,961,087</u>
	<u>\$ 4,628,832</u>	<u>\$ 7,074,514</u>
Supplemental disclosure of cash flow information:		
Cash paid for interest	<u>\$ 100,779</u>	<u>\$ 93,271</u>
Capital expenditures included in accounts payable	<u>\$ 362,528</u>	<u>\$ 58,610</u>
Property and equipment acquisitions included in grant receivables	<u>\$ -</u>	<u>\$ 30,000</u>

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

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

Notes to Consolidated Financial Statements

September 30, 2023 and 2022

Organization

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

On February 5, 2023, the LHC experienced a catastrophic flooding event in the Newmarket clinic facility as the result of a burst pipe that had frozen due to an extreme weather event. This resulted in closure of that facility for approximately five months for damage mitigation and to rebuild part of the first floor interior and all of the lower level. This event also impacted the computer network operations of the Organization for a period of two weeks, impacting access to the electronic records, telephone systems and network computer files.

The staffing and operations of that facility were partially redeployed to other clinical locations to provide care to patients in person and through telehealth. Tenants in the building were displaced for much of this time, with one permanently relocating to a new location. Staff returned to the facility in June 2023, and have resumed full operations.

LHC recognized a loss on undepreciated improvements, furnishings and equipment in the amount of \$189,817 and insurance proceeds of \$559,251 for the year ended September 30, 2023 and which are included in other operating revenue on the consolidated statement of operations.

Subsidiary

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

1. Summary of Significant Accounting Policies

Principles of Consolidation

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

Basis of Presentation

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

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

Notes to Consolidated Financial Statements

September 30, 2023 and 2022

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

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity, of which there were none in 2023 or 2022.

Use of Estimates

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

Income Taxes

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

Cash and Cash Equivalents

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

The Organization maintains cash balances at several financial institutions. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 at each financial institution. 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.

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

Notes to Consolidated Financial Statements

September 30, 2023 and 2022

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 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.

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 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 \$216.74 to \$287.09 effective October 1, 2023.

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

Notes to Consolidated Financial Statements

September 30, 2023 and 2022

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 and certain other programs. The Organization estimates the costs associated with providing 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 eligible patients. The estimated cost of providing services to patients under the Organization charity care programs amounted to \$1,282,844 and \$1,058,465 for the years ended September 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.

340B Contract Pharmacy Program Revenue

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

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.**Notes to Consolidated Financial Statements****September 30, 2023 and 2022****Patient Accounts Receivable**

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances.

Grants and Other Receivables

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

The Organization receives a significant amount of grants from the United States 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 September 30, 2023 and 2022, grants from HHS (including both direct awards and awards passed through other organizations) represented the majority of grants, contracts and contributions revenue.

A portion of the Organization's revenue is derived from cost-reimbursable grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has met the performance requirements or incurred expenditures in compliance with specific contract or grant provisions, as applicable. Amounts received prior to incurring qualifying expenditures are reported as deferred revenue.

The Organization has received notice of direct awards from the U.S. Department of Health and Human Services as outlined below. The awards are cost reimbursable grants and have not been recognized as revenue at September 30, 2023 because qualifying expenditures have not yet been incurred but are available after September 30, 2023 as outlined below:

	<u>Amount</u>	<u>Available Through</u>
Health Center Program	\$ 2,258,752	May 31, 2024
Advanced Nursing Education- Nurse Practitioner Residency Fellowship Program	685,386	July 31, 2024
FY 2023 Early Childhood Development	187,973	August 31, 2024
Substance Abuse and Mental Health Services_Projects of Regional and National Significance	499,277	September 29, 2024
FY 2023 Bridge Access Program	32,466	December 31, 2024
Sustaining New Hampshire's CDSM & CPSM Self-Management Network	463,978	April 30, 2025
Community Health Worker Training Program	2,668,251	September 14, 2025

Assets Limited as to Use

Assets limited as to use include cash and cash equivalents designated by the Board of Directors for specific projects or purposes and donor restricted funds, as discussed further in Note 4.

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

Notes to Consolidated Financial Statements

September 30, 2023 and 2022

Property and Equipment

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

Contributions

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

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

Functional Expenses

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

(Deficiency) Excess of Revenue Over Expenses

The statements of operations and changes in net assets reflect the (deficiency) excess of revenue over expenses. Changes in net assets without donor restrictions which are excluded from this measure include contributions of long-lived assets (including assets acquired using grants and contributions which, by donor restriction, were to be used for the purposes of acquiring such assets) and the related release from restriction for capital acquisition and the change in the fair value of interest rate swaps.

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

Notes to Consolidated Financial Statements

September 30, 2023 and 2022

Subsequent Events

For purposes of the preparation of these consolidated financial statements, management has considered transactions or events occurring through February 16, 2024, the date that the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements.

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments. The Organization has various sources of liquidity at its disposal, including cash and cash equivalents and a line of credit (Note 6). The Organization had average days cash and cash equivalents on hand (based on normal expenditures) of 24 and 56 at September 30, 2023 and 2022, respectively.

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

	<u>2023</u>	<u>2022</u>
Cash and cash equivalents	\$ 1,493,983	\$ 3,113,427
Patient accounts receivable	1,478,008	1,783,724
Grants receivable	1,167,418	1,196,731
Other receivables	<u>153,045</u>	<u>139,731</u>
Financial assets available	<u>\$ 4,292,454</u>	<u>\$ 6,233,613</u>

The Organization has certain board-designated assets limited as to use which are available for general expenditure within one year in the normal course of operations upon obtaining approval from the Board of Directors and other assets limited as to use for donor-restricted purposes, which are more fully described in Note 4. Accordingly, these assets have not been included in the quantitative information above.

3. Patient Accounts Receivable and Net Patient Service Revenue**Patient Accounts Receivable and 340B Contract Pharmacy Receivable**

Patient accounts receivable consisted of the following:

	October 1, <u>2021</u>	September 30, <u>2022</u>	September 30, <u>2023</u>
Patient accounts receivable	\$ 1,210,952	\$ 1,595,065	\$ 1,376,419
340B contract pharmacy program	<u>178,740</u>	<u>188,659</u>	<u>101,589</u>
Total patient accounts receivable	<u>\$ 1,389,692</u>	<u>\$ 1,783,724</u>	<u>\$ 1,478,008</u>

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

Notes to Consolidated Financial Statements

September 30, 2023 and 2022

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

	<u>2023</u>	<u>2022</u>
Governmental plans		
Medicare	33 %	26 %
Medicaid	27 %	32 %
Commercial payers	28 %	31 %
Patient	<u>12 %</u>	<u>11 %</u>
Total	<u>100 %</u>	<u>100 %</u>

Net Patient Service Revenue

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

	<u>2023</u>	<u>2022</u>
Gross charges	\$15,263,891	\$16,193,275
340B contract pharmacy revenue	<u>2,223,873</u>	<u>2,288,391</u>
Total gross revenue	17,487,764	18,481,666
Contractual adjustments and implicit price concessions	(6,629,422)	(6,412,843)
Sliding fee discounts	(905,871)	(813,170)
Other patient related revenue	<u>328,453</u>	<u>156,002</u>
Total patient service revenue	<u>\$10,280,924</u>	<u>\$11,411,655</u>

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

	<u>2023</u>	<u>2022</u>
Medicare	22 %	19 %
Medicaid	43 %	46 %
Commercial payers	31 %	30 %
Patient	<u>4 %</u>	<u>5 %</u>
	<u>100 %</u>	<u>100 %</u>

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

Notes to Consolidated Financial Statements

September 30, 2023 and 2022

4. Assets Limited as To Use

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

	<u>2023</u>	<u>2022</u>
Board-designated for:		
Transportation	\$ 27,059	\$ 27,059
Working capital	1,284,122	1,641,947
Capital improvements	1,431,184	1,677,051
Other	<u>80,131</u>	<u>80,131</u>
Total board-designated	2,822,496	3,426,188
Donor restricted	<u>312,353</u>	<u>577,611</u>
Total	<u>\$ 3,134,849</u>	<u>\$ 3,961,087</u>

5. Property and Equipment

Property and equipment consists of the following at September 30:

	<u>2023</u>	<u>2022</u>
Land and improvements	\$ 1,201,363	\$ 1,154,753
Building and improvements	12,069,238	11,901,465
Furniture, fixtures and equipment	<u>1,472,217</u>	<u>1,877,573</u>
Total cost	14,742,818	14,933,791
Less accumulated depreciation	<u>7,525,103</u>	<u>7,862,789</u>
	7,217,715	7,071,002
Construction in progress and assets not in service	<u>1,780,212</u>	<u>251,434</u>
Property and equipment, net	<u>\$ 8,997,927</u>	<u>\$ 7,322,436</u>

The construction in progress primarily relates to the renovations of the Organization's Nashua, New Hampshire facility to expand clinical space and reconfigure existing space for improved workflows for increased patient access and improved patient experience. The total project cost is estimated to be approximately \$3,500,000 and is funded by a capital grant, board-designated and donor restricted cash and debt financing. The renovation is projected to be completed before the expiration of the capital grant in September 2024.

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

Notes to Consolidated Financial Statements

September 30, 2023 and 2022

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.

6. Line of Credit

The Organization has an available \$1,000,000 revolving line of credit from a local bank through May 2024, with an interest rate at the Wall Street Journal Prime Rate, but not less than 3.25% (8.5% at September 30, 2023). The line of credit is collateralized by all business assets. There was no outstanding balance as of September 30, 2023 and 2022.

7. Long-Term Debt

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

	<u>2023</u>	<u>2022</u>
Promissory note payable to local bank; see terms outlined below. (1)	\$ 758,910	\$ 790,941
Promissory note payable to local bank; see terms outlined below. (2)	<u>1,936,203</u>	<u>1,982,335</u>
Total long-term debt	2,695,113	2,773,276
Less current maturities	<u>74,458</u>	<u>72,440</u>
Long-term debt, less current maturities	<u>\$ 2,620,655</u>	<u>\$ 2,700,836</u>

(1) The Organization has a promissory note with a local bank which is a ten-year balloon note to be paid at the amortization rate of 20 years, with fixed monthly payments of \$4,787 including principal and interest at the one-month Secured Overnight Financing Rate (SOFR) plus 1.5% through February 2032 when the balloon payment is due. The note is collateralized by the real estate. The Organization has an interest rate swap agreement for the ten-year period through 2032 that limits the potential interest rate fluctuation and substantively fixes the rate at 3.77%.

(2) The Organization has a promissory note with a local bank which is a ten-year balloon note to be paid at the amortization rate of 30 years, with variable monthly principal payments plus interest at the one-month SOFR plus 1.57% through October 2029 when the balloon payment is due. The note is collateralized by the real estate. The Organization has an interest rate swap agreement for the ten-year period through 2029 that limits the potential interest rate fluctuation and substantially fixes the rate at 3.173%.

The Organization is required to meet certain administrative and financial covenants under the loan agreements included above. In the event of default, the bank has the option to terminate the agreement and immediately request payment of the outstanding debt without notice of any kind to the Organization. The Organization was not in compliance with certain loan covenants at September 30, 2023 and has received a waiver from the bank for the default.

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

Notes to Consolidated Financial Statements

September 30, 2023 and 2022

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

2024	\$ 74,458
2025	79,753
2026	82,546
2027	85,437
2028	88,211
Thereafter	<u>2,284,708</u>
Total	<u>\$ 2,695,113</u>

8. Derivative Financial Instruments

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

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

Entity	Fixed Rate Paid	Variable Rate Received	Notional Amount	2023 Fair Value Asset	2022 Fair Value Asset	Termination Date	Counterparty
LHC	3.7700 %	6.8306 %	\$ 761,746	\$ 89,368	\$ 68,196	02-17-2032	TD Bank
FLHC	3.1730 %	6.8974 %	1,926,492	<u>257,798</u>	<u>236,743</u>	10-02-2029	TD Bank
Cumulative unrealized asset				<u>\$ 347,166</u>	<u>\$ 304,939</u>		

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

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

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

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

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

Notes to Consolidated Financial Statements

September 30, 2023 and 2022

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

9. **Net Assets**

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

	<u>2023</u>	<u>2022</u>
Undesignated	\$ 8,336,987	\$ 9,184,610
Board-designated (Note 4)	<u>2,822,496</u>	<u>3,426,188</u>
Total	<u>\$11,159,483</u>	<u>\$12,610,798</u>

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

	<u>2023</u>	<u>2022</u>
Temporary in nature:		
Capital improvements	\$ 38,088	\$ 80,477
Capital acquisitions, purchased but not in service	611,076	183,664
Community programs	<u>274,265</u>	<u>454,423</u>
Total	<u>\$ 923,429</u>	<u>\$ 718,564</u>

10. **Retirement Plan**

The Organization has a defined contribution plan under Internal Revenue Code Section 403(b). The Organization contributed \$373,182 and \$342,532 for the years ended September 30, 2023 and 2022, respectively.

11. **Medical Malpractice**

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of September 30, 2023, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of either FTCA or medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

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

Notes to Consolidated Financial Statements

September 30, 2023 and 2022

12. Litigation

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

SUPPLEMENTARY INFORMATION

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

Consolidating Balance Sheet

September 30, 2023

ASSETS

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2023 Consolidated
Current assets			
Cash and cash equivalents	\$ 380,556	\$ 1,113,427	\$ 1,493,983
Patient accounts receivable	1,478,008	-	1,478,008
Grants receivable	1,167,418	-	1,167,418
Other receivables	153,045	-	153,045
Inventory	182,213	-	182,213
Other current assets	<u>437,916</u>	<u>-</u>	<u>437,916</u>
Total current assets	3,799,156	1,113,427	4,912,583
Assets limited as to use	3,134,849	-	3,134,849
Fair value of interest rate swaps	89,368	257,798	347,166
Property and equipment, net	<u>7,540,932</u>	<u>1,456,995</u>	<u>8,997,927</u>
Total assets	<u>\$ 14,564,305</u>	<u>\$ 2,828,220</u>	<u>\$ 17,392,525</u>

LIABILITIES AND NET ASSETS

Current liabilities			
Accounts payable and accrued expenses	\$ 916,612	\$ -	\$ 916,612
Accrued payroll and related expenses	1,420,265	-	1,420,265
Deferred revenue	277,623	-	277,623
Due to (from) affiliate	24,092	(24,092)	-
Current maturities of long-term debt	<u>29,001</u>	<u>45,457</u>	<u>74,458</u>
Total current liabilities	2,667,593	21,365	2,688,958
Long-term debt, less current maturities	729,909	1,890,746	2,620,655
Due to (from) affiliate	<u>1,021,406</u>	<u>(1,021,406)</u>	<u>-</u>
Total liabilities	<u>4,418,908</u>	<u>890,705</u>	<u>5,309,613</u>
Net assets			
Without donor restrictions	9,221,968	1,937,515	11,159,483
With donor restrictions	<u>923,429</u>	<u>-</u>	<u>923,429</u>
Total net assets	<u>10,145,397</u>	<u>1,937,515</u>	<u>12,082,912</u>
Total liabilities and net assets	<u>\$ 14,564,305</u>	<u>\$ 2,828,220</u>	<u>\$ 17,392,525</u>

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

Consolidating Balance Sheet

September 30, 2022

ASSETS

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2022 Consolidated
Current assets			
Cash and cash equivalents	\$ 1,436,518	\$ 1,676,909	\$ 3,113,427
Patient accounts receivable	1,783,724	-	1,783,724
Grants receivable	1,196,731	-	1,196,731
Other receivables	139,731	-	139,731
Inventory	238,124	-	238,124
Other current assets	<u>366,193</u>	<u>-</u>	<u>366,193</u>
Total current assets	5,161,021	1,676,909	6,837,930
Assets limited as to use	3,961,087	-	3,961,087
Fair value of interest rate swaps	68,196	236,743	304,939
Property and equipment, net	<u>5,755,561</u>	<u>1,566,875</u>	<u>7,322,436</u>
Total assets	<u>\$ 14,945,865</u>	<u>\$ 3,480,527</u>	<u>\$ 18,426,392</u>

LIABILITIES AND NET ASSETS

Current liabilities			
Accounts payable and accrued expenses	\$ 645,502	\$ 12,807	\$ 658,309
Accrued payroll and related expenses	1,381,807	-	1,381,807
Deferred revenue	283,638	-	283,638
Due to (from) affiliate	25,100	(25,100)	-
Current maturities of long-term debt	<u>27,993</u>	<u>44,447</u>	<u>72,440</u>
Total current liabilities	2,364,040	32,154	2,396,194
Long-term debt, less current maturities	762,948	1,937,888	2,700,836
Due to (from) affiliate	<u>1,045,164</u>	<u>(1,045,164)</u>	<u>-</u>
Total liabilities	<u>4,172,152</u>	<u>924,878</u>	<u>5,097,030</u>
Net assets			
Without donor restrictions	10,055,149	2,555,649	12,610,798
With donor restrictions	<u>718,564</u>	<u>-</u>	<u>718,564</u>
Total net assets	<u>10,773,713</u>	<u>2,555,649</u>	<u>13,329,362</u>
Total liabilities and net assets	<u>\$ 14,945,865</u>	<u>\$ 3,480,527</u>	<u>\$ 18,426,392</u>

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

Consolidating Statement of Operations

Year Ended September 30, 2023

	Lamprey Health Care Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	2023 Consolidated
Operating revenue				
Net patient service revenue	\$10,280,924	\$ -	\$ -	\$10,280,924
Rental income	137,812	227,916	(227,916)	137,812
Grants, contracts and contributions	9,525,554	-	-	9,525,554
Other operating revenue	953,725	3,508	-	957,233
Net assets released from restriction for operations	<u>312,863</u>	<u>-</u>	<u>-</u>	<u>312,863</u>
Total operating revenue	<u>21,210,878</u>	<u>231,424</u>	<u>(227,916)</u>	<u>21,214,386</u>
Operating expenses				
Salaries and wages	13,327,788	-	-	13,327,788
Employee benefits	2,488,649	-	-	2,488,649
Supplies	1,275,051	125	-	1,275,176
Purchased services	3,559,508	75	-	3,559,583
Facilities	881,853	300	(227,916)	654,237
Other operating expenses	779,103	1,999	-	781,102
Insurance	150,776	-	-	150,776
Depreciation	371,516	109,881	-	481,397
Interest expense	<u>46,746</u>	<u>54,033</u>	<u>-</u>	<u>100,779</u>
Total operating expenses	<u>22,880,990</u>	<u>166,413</u>	<u>(227,916)</u>	<u>22,819,487</u>
(Deficiency) excess of revenue over expenses	(1,670,112)	65,011	-	(1,605,101)
Change in fair value of interest rate swaps	21,172	21,055	-	42,227
Net assets released from restriction for capital acquisition	111,559	-	-	111,559
Net asset transfer	<u>704,200</u>	<u>(704,200)</u>	<u>-</u>	<u>-</u>
Decrease in net assets without donor restrictions	<u>\$ (833,181)</u>	<u>\$ (618,134)</u>	<u>\$ -</u>	<u>\$ (1,451,315)</u>

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

Consolidating Statement of Operations

Year Ended September 30, 2022

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	2022 Consolidated
Operating revenue				
Net patient service revenue	\$11,411,655	\$ -	\$ -	\$11,411,655
Rental income	164,761	227,916	(227,916)	164,761
Grants, contracts and contributions	8,142,840	-	-	8,142,840
Other operating revenue	1,076,095	1,455	-	1,077,550
Net assets released from restriction for operations	<u>363,791</u>	<u>-</u>	<u>-</u>	<u>363,791</u>
Total operating revenue	<u>21,159,142</u>	<u>229,371</u>	<u>(227,916)</u>	<u>21,160,597</u>
Operating expenses				
Salaries and wages	12,359,463	-	-	12,359,463
Employee benefits	2,607,293	-	-	2,607,293
Supplies	785,520	-	-	785,520
Purchased services	3,219,557	80	-	3,219,637
Facilities	930,904	300	(227,916)	703,288
Other operating expenses	530,932	2,000	-	532,932
Insurance	147,154	-	-	147,154
Depreciation	355,740	109,882	-	465,622
Interest	<u>73,504</u>	<u>19,767</u>	<u>-</u>	<u>93,271</u>
Total operating expenses	<u>21,010,067</u>	<u>132,029</u>	<u>(227,916)</u>	<u>20,914,180</u>
Excess of revenue over expenses	149,075	97,342	-	246,417
Change in fair value of interest rate swaps	70,828	301,552	-	372,380
Net assets released from restriction for capital acquisition	<u>44,225</u>	<u>-</u>	<u>-</u>	<u>44,225</u>
Increase in net assets without donor restrictions	<u>\$ 264,128</u>	<u>\$ 398,894</u>	<u>\$ -</u>	<u>\$ 663,022</u>

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

Consolidating Statement of Changes in Net Assets

Year Ended September 30, 2023

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2023 Consolidated
Net assets without donor restrictions:			
(Deficiency) excess of revenue over expenses	\$ (1,670,112)	\$ 65,011	\$ (1,605,101)
Change in fair value of interest rate swaps	21,172	21,055	42,227
Net assets released from restriction for capital acquisition	111,559	-	111,559
Net asset transfer	<u>704,200</u>	<u>(704,200)</u>	<u>-</u>
Decrease in net assets without donor restrictions	<u>(833,181)</u>	<u>(618,134)</u>	<u>(1,451,315)</u>
Net assets with donor restrictions			
Contributions	132,705	-	132,705
Grants for capital acquisition, purchased and not in service	496,582	-	496,582
Net assets released from restriction for operations	(312,863)	-	(312,863)
Net assets released from restrictions for capital acquisition	<u>(111,559)</u>	<u>-</u>	<u>(111,559)</u>
Increase in net assets with donor restrictions	<u>204,865</u>	<u>-</u>	<u>204,865</u>
Change in net assets	(628,316)	(618,134)	(1,246,450)
Net assets, beginning of year	<u>10,773,713</u>	<u>2,555,649</u>	<u>13,329,362</u>
Net assets, end of year	<u>\$10,145,397</u>	<u>\$ 1,937,515</u>	<u>\$12,082,912</u>

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

Consolidating Statement of Changes in Net Assets

Year Ended September 30, 2022

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2022 Consolidated
Net assets without donor restrictions			
Excess of revenue over expenses	\$ 149,075	\$ 97,342	\$ 246,417
Change in fair value of interest rate swaps	70,828	301,552	372,380
Grants for capital acquisition	-	-	-
Net assets released from restriction for capital acquisition	<u>44,225</u>	<u>-</u>	<u>44,225</u>
Increase in net assets without donor restrictions	<u>264,128</u>	<u>398,894</u>	<u>663,022</u>
Net assets with donor restrictions			
Contributions	419,527	-	419,527
Grants for capital acquisition	93,719	-	93,719
Net assets released from restrictions for operations	(363,791)	-	(363,791)
Net assets released from restriction for capital acquisition	<u>(44,225)</u>	<u>-</u>	<u>(44,225)</u>
Increase in net assets with donor restrictions	<u>105,230</u>	<u>-</u>	<u>105,230</u>
Change in net assets	369,358	398,894	768,252
Net assets, beginning of year	<u>10,404,355</u>	<u>2,156,755</u>	<u>12,561,110</u>
Net assets, end of year	<u>\$10,773,713</u>	<u>\$ 2,555,649</u>	<u>\$13,329,362</u>

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

Schedule of Expenditures of Federal Awards

Year Ended September 30, 2023

<u>Federal Grant/Pass-Through Grantor/Program Title</u>	<u>Federal Assistance Listing Number</u>	<u>Pass-Through Contract Number</u>	<u>Total Federal Expenditures</u>
<u>U.S. Department of Health and Human Services</u>			
<u>Direct</u>			
Health Center Program Cluster			
Consolidated Health Centers (Community Health Centers, Migrant Health Centers, Health Care for the Homeless, and Public Housing Primary Care)	93.224		\$ 335,810
COVID-19 Consolidated Health Centers (Community Health Centers, Migrant Health Centers, Health Care for the Homeless, and Public Housing Primary Care)	93.224		<u>1,447,112</u>
Total AL 93.224			1,782,922
Affordable Care Act (ACA) Grants for New and Expanded Services Under the Health Center Program	93.527		<u>3,246,201</u>
Total Health Center Program Cluster			<u>5,029,123</u>
<u>Direct</u>			
Advanced Nursing Education Grant Program	93.247		879,076
<u>Pass-Through</u>			
University of New Hampshire			
Advanced Nursing Education Grant Program	93.247	PZL0035	<u>28,599</u>
Total AL 93.247			<u>907,675</u>
<u>Direct</u>			
Affordable Care Act (ACA) Public Health Training Centers Program	93.516		<u>318,763</u>
Affordable Care Act (ACA) Grants for Capital Development in Health Centers	93.526		<u>490,756</u>
Empowering Older Adults and Adults With Disabilities Through Chronic Disease Self-Management Education Programs - Financed by Prevention and Public Health Funds (PPHF)	93.734		<u>145,280</u>
<u>Pass-Through</u>			
State of New Hampshire Department of Health and Human Services Special Programs for the Aging Title III, Part D Disease Prevention and Health Promotion Services	93.043	010-048-8917-102-500731	<u>46,721</u>
State of New Hampshire Department of Health and Human Services Public Health Emergency Preparedness	93.069	102-500731-90077410	24,610
Public Health Emergency Preparedness	93.069	074-500589-90077028	<u>25,110</u>
Total AL 93.069			<u>49,720</u>
Dartmouth College			
Area Health Education Centers Point of Service Maintenance and Enhancement Awards	93.107	n/a	<u>109,774</u>

The accompanying notes are an integral part of this schedule.

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

Schedule of Expenditures of Federal Awards (Continued)

Year Ended September 30, 2023

<u>Federal Grant/Pass-Through Grantor/Program Title</u>	<u>Federal Assistance Listing Number</u>	<u>Pass-Through Contract Number</u>	<u>Total Federal Expenditures</u>
<u>U.S. Department of Health and Human Services</u>			
<i>State of New Hampshire Department of Health and Human Services</i>			
Family Planning_Services	93.217	010-090-79640000-500731	18,293
Family Planning_Services	93.217	05-9590-902010-5530	207,065
Total AL 93.217			<u>225,358</u>
<i>State of New Hampshire Department of Health and Human Services</i>			
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	074-500589-92058506	104,155
<i>State of New Hampshire Department of Health and Human Services</i>			
COVID-19 Immunization Cooperative Agreements	93.268	102-500731-90023800	32,236
<i>Bi-State Primary Care Association, Inc.</i>			
COVID-19 Immunization Cooperative Agreements	93.268	n/a	40,604
Total AL 93.268			<u>72,840</u>
<i>First Choice Services, Inc.</i>			
Cooperative Agreement to Support Navigators in Federally-Facilitated and State Partnership Marketplaces	93.332	n/a	78,269
<i>State of New Hampshire Department of Health and Human Services</i>			
Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises	93.391	05-95-90-901010-5771	259,892
COVID-19 Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises	93.391	102-500731-90577140	80,776
COVID-19 Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises	93.391	102-500731-90577150	8,975
Total AL 93.391			<u>349,643</u>
<i>State of New Hampshire Department of Health and Human Services</i>			
Well-Integrated Screening and Evaluation for Women Across the Nation (WiseWoman)	93.436	n/a	42,722
<i>State of New Hampshire Department of Health and Human Services</i>			
Temporary Assistance for Needy Families	93.558	010-045-61460000-500891	55,259
<i>State of New Hampshire Department of Health and Human Services</i>			
Opioid STR	93.788	074-500589-92057048	617
<i>Bi-State Primary Care Association, Inc.</i>			
Opioid STR	93.788	n/a	256,334
Total AL 93.788			<u>256,951</u>
<i>State of New Hampshire Department of Health and Human Services</i>			
National Bioterrorism Hospital Preparedness Program	93.889	074-500589-90077700	6,720

The accompanying notes are an integral part of this schedule.

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

Schedule of Expenditures of Federal Awards (Concluded)

Year Ended September 30, 2023

<u>Federal Grant/Pass-Through Grantor/Program Title</u>	<u>Federal Assistance Listing Number</u>	<u>Pass-Through Contract Number</u>	<u>Total Federal Expenditures</u>
<u>U.S. Department of Health and Human Services</u>			
<i>State of New Hampshire Department of Health and Human Services</i>			
Block Grants for Prevention and Treatment of Substance Abuse	93.959	074-500589-92057502	67,291
Block Grants for Prevention and Treatment of Substance Abuse	93.959	074-500589-92059502	7,833
Total AL 93.959			<u>75,124</u>
<i>State of New Hampshire Department of Health and Human Services</i>			
Preventive Health and Health Services Block Grant	93.991	074-500589-90001022	12,002
<i>State of New Hampshire Department of Health and Human Services</i>			
Maternal and Child Health Services Block Grant to the States	93.994	010-090-51900000-500731	67,738
Total U.S. Department of Health and Human Services			8,444,593
<u>U.S. Department of Treasury</u>			
<u>Pass-Through</u>			
New Hampshire Governor's Office for Emergency Relief and Recovery COVID-19 Coronavirus State and Local Fiscal Recovery Funds	21.027	177677	424,678
<u>U.S. Department of Housing and Urban Development</u>			
<u>Pass-Through</u>			
City of Nashua, New Hampshire Community Development Block Grants/Entitlement Grants	14.218	n/a	25,742
Total Expenditures Federal Awards, All Programs			<u>\$ 8,895,013</u>

The accompanying notes are an integral part of this schedule.

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

Notes to Schedule of Expenditures of Federal Awards

Year Ended September 30, 2023

1. Summary of Significant Accounting Policies

Expenditures reported on the schedule of expenditures of federal awards (the 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

Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc. (collectively, the Organization) have elected not to use the 10-percent 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.

4. COVID-19 Coronavirus State and Local Fiscal Recovery Funds

The Schedule includes the \$240,966 of expenditures of COVID-19 Coronavirus State and Local Fiscal Recovery Funds (Assistance Listing 21.027) which were incurred during the year ended September 30, 2022 and omitted from the 2022 Schedule.



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

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 consolidated financial statements of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc. (collectively, the Organization), which comprise the consolidated balance sheet as of September 30, 2023, and the related consolidated statements of operations, changes in net assets, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated February 16, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the consolidated 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 consolidated 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 consolidated financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

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

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

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's consolidated 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 consolidated 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
February 16, 2024



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

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

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc.'s (collectively, the Organization) compliance with the types of compliance requirements identified as subject to audit in the Office of Management and Budget's *Compliance Supplement* that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2023. The Organization's major federal programs are 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 each of its major federal programs for the year ended September 30, 2023.

Basis for Opinion on Each Major Federal Program

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

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

Responsibilities of Management for Compliance

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

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

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 each 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.

Other Matters

The results of our auditing procedures disclosed an instance of noncompliance which is required to be reported in accordance with the Uniform Guidance and which is described in the accompanying schedule of findings and questioned costs as item 2023-001. Our opinion on the major federal program is not modified with respect to this matter.

Government Auditing Standards requires the auditor to perform limited procedures on the Organization's response to the noncompliance findings identified in our audit described in the accompanying schedule of findings and questioned costs. The Organization's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

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

Report on Internal Control over Compliance

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 and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we did identify a certain deficiency in internal control over compliance that we consider to be a material weakness.

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. We consider the deficiency in internal control over compliance described in the accompanying schedule of findings and questioned costs as item 2023-001 to be a material weakness.

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.

Government Auditing Standards requires the auditor to perform limited procedures on the Organization's response to the internal control over compliance findings identified in our audit described in the accompanying schedule of findings and questioned costs. The Organization's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

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
February 16, 2024

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

Schedule of Findings and Questioned Costs

Year Ended September 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:

Federal Assistance Listing Number

Name of Federal Program or Cluster

93.526

Health Center Program Cluster
Affordable Care Act (ACA) Grants for Capital
Development in Health Centers

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

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

Schedule of Findings and Questioned Costs (Concluded)

Year Ended September 30, 2023

3. Federal Award Findings and Questioned Costs

Finding Number: 2023-001

Finding Type: Material weakness in internal control over compliance related to cash management

Information on the Federal Program:

Program Name: Affordable Care Act (ACA) Grants for Capital Development in Health Centers (AL 93.526)
Federal Awards Project Title: Health Center Infrastructure Support
Award Period: September 15, 2021- September 14, 2024
Award Number: 1 C8ECS43818-01
Agency: U.S. Department of Health and Human Services (HHS),
Health Resources and Services Administration (HRSA)

Criteria: According to the terms and conditions of the award, each budget has a Federal Percentage Share based upon the award amount and the total allowable costs. Grant funds can only be drawn down from the Payment Management System (PMS) as allowable costs are incurred. Unless otherwise authorized, draw down should be done in the same proportion as the grant is to total project costs in the approved budget.

Condition: In a sample of three of nine cash draw downs from the PMS, each of the three transactions tested were drawn in a proportion in excess of the Federal Percentage Share as required by the terms and conditions of the award.

Cause: The Organization experienced a transition in management positions during the year and did not thoroughly understand the specified terms and conditions of the award.

Effect: The Organization may draw down funding in a proportion greater than is allowed and if the project does not get completed, it could result in the return of funds with potential interest.

Questioned Costs: None

Repeat Finding: No

Recommendation: Management should provide additional training to individuals responsible for monitoring grant compliance, reinforce the importance of reviewing all grant agreement provisions, and implement a system of processes and controls for tracking compliance with all specific grant terms and conditions.

Views of a Responsible Official and Corrective

Action Plan: Management agrees with the finding. The Organization will modify procedures as appropriate and provide additional training and education as recommended.

Not
For
External
Distribution

LAMPREY HEALTH CARE

Where Excellence and Caring go Hand in Hand

2023-2024 Board of Directors

Raymond Goodman, III (President/Chair)

[REDACTED]
Newmarket, NH 03857

[REDACTED]
Term ends 2024

Affiliation: University of MA Foundation

Years of Service: 11
[REDACTED]

Laura Valencia (Secretary)

[REDACTED]
Nashua, NH 03060-5683

[REDACTED]
Term Ends 2025

Affiliation: Bristol Myers Squibb

Years of Service: 5
[REDACTED]

Andrea Laskey (Vice President)

[REDACTED]
Nashua, NH 03062-1382

[REDACTED]
Term Ends 2025

Affiliation: Retired

Years of Service: 4
[REDACTED]

Frank Goodspeed (Immediate Past
Chair/President)

[REDACTED]
Nashua, NH 03060

[REDACTED]
Term Ends 2026

Affiliation: Retired

Years of Service: 10
[REDACTED]

James Brewer (Treasurer)

[REDACTED]
Portsmouth, NH 03801

[REDACTED]
Term Ends 2025

Affiliation: Eastern Bank

Years of Service: 4
[REDACTED]

Audrey Ashton-Savage

[REDACTED]
Newmarket, NH 03857

[REDACTED]
Term Ends 2024

Affiliation: University of New Hampshire

Years of Service: 33
[REDACTED]

¹ At least part-time
² Ad hoc Committee

³ As needed

Not
For
External
Distribution

LAMPREY HEALTH CARE

Where Excellence and Caring go Hand in Hand

2023-2024 Board of Directors

Michelle Boom

[Redacted]

Deerfield, NH 03037

[Redacted]

Term Ends 2025

Affiliation: Homemaker

Years of Service: 4

[Redacted]

Carol LaCross

[Redacted]

Durham, NH 03824

[Redacted]

Term Ends 2024

Affiliation: Retired

Years of Service: 35

[Redacted]

Thomas "Chris" Drew

[Redacted]

Newmarket, NH 03857

[Redacted]

Term Ends 2025

Affiliation: Seacoast Mental Health Center

Years of Service: 25

[Redacted]

Arvind Ranade,

[Redacted]

Nashua, NH 03062

[Redacted]

Term Ends 2024

Affiliation: SymbioSys Solutions, Inc.

Years of Service: 8

[Redacted]

Jane Goodman

[Redacted]

Hollis NH 03049

[Redacted]

Term Ends 2026

Affiliation: Nashua Soup Kitchen & Shelter

New

[Redacted]?

Jim Ryan

[Redacted]

Newfields NH 03856

[Redacted]

Term Ends 2026

Affiliation: Greater Lawrence Family Health

New

[Redacted]

Todd J Hathaway

[Redacted]

Epping, NH 03042

[Redacted]

Term Ends 2026

Affiliation: Wadleigh, Starr & Peters, PLLC

Years of Service: 2

[Redacted]

Paula K. Smith, MBA, EdD

EDUCATION

Rivier University, Nashua NH

Doctoral Program in Education, Leadership and Learning, May 2018

American Evaluation Association/Centers for Disease Control, Summer Institute, June 2012

The Dartmouth Institute of Health Policy and Clinical Practice, Coach the Coach: The Art of Coaching and Improving Quality, Microsystems Process Improvement Training, 2009

American Society of Training & Development, Professional Trainer Certificate Program, Concord, NH, 2002.

Cultural Competency; Training of Trainers Program, CCHCP Training Institute, Seattle, WA, 2000

University of Massachusetts, Boston, Harbor Campus, Boston, MA 02125
Masters in Business Administration, 1991

Boston University School of Public Health, Boston, MA
Negotiation and Conflict Resolution for Health Care Management
(Training Program), 1991

University of New Hampshire, Durham, NH
Bachelor of Science, Health Administration and Planning, 1985

PROFESSIONAL EXPERIENCE

February 1998

Director, Southern New Hampshire Area Health Education Center (AHEC)

Present

Lamprey Health Care, Raymond, NH

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

October 1995 to

Regional Services Coordinator

February 1998

New England Community Health Center Association, Woburn, MA

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

February 1992 to
October 1995
Paula K. Smith
Page 2

Program Director
Department of Medical Security, Boston, MA

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

May 1990 to
February 1992

Contract Manager
Department of Medical Security, Boston, MA

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

October 1988 to
May 1990

Contract Specialist
Office of the State Comptroller, Boston, MA

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

January 1988 to
October 1988

Contract Officer
Office of the State Comptroller, Boston, MA

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

September 1985 to
January 1988

Administrative Assistant
Joseph M. Smith Community Health Center, Alston, MA

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

AFFILIATIONS

Endowment for Health Board of Advisors, 2013-Present
Recipient of 2007 NH Office of Minority Health Women's Health Recognition Award
NH Leadership Board: American Lung Association, 2007-present
Recipient of 2006 National AHEC Center for Excellence Award in Community Programming
Leadership New Hampshire 2003 Associate
Member of National AHEC Organization
Organizational Recipient of 2002 Champions in Diversity Award for Education

References Available Upon Request

Brianna Ferraro

Education:

University of New Hampshire, Durham: Paul College of Business and Economics, May 2018
Bachelor of Science Degree, Business Administration
Minors: Health Management and Policy and Public Health

Experience:

Southern New Hampshire AHEC: Program Manager February 2022-Present
Raymond, NH
Manages continuing education planning and evaluation processes. Acts as a liaison with CDSMP Leadership Team, Master Trainers, Leaders, and the Self-Management Resource Center to promote evidence-based self-management programs. Oversees systems for data collection and reporting, including but not limited to grant funders, continuing education accreditors, and continuing education planning committee members. Supervises Program Coordinators and AHEC interns.

Southern New Hampshire AHEC: Program Coordinator June 2018-February 2022
Raymond, NH
Coordinates and plans continuing education sessions and summer health career exploration experiences for high school students. Facilitates community based placements for health professions students. Coordinates Better Choices Better Health chronic disease self-management program activities and evaluation. Responsible for managing AHEC interns.

Southern New Hampshire AHEC: Program Assistant March 2017-June 2018
Raymond, NH
Provided administrative support to AHEC program activities including continuing education, Better Choices Better Health program evaluation, health career exploration activities. Tallied evaluation summaries, produced certificates and supported general office operations.

University of New Hampshire September 2014-May 2018
Interlibrary Loan/Collection Management Assistant
Durham, NH
Fulfill interlibrary loan requests, scan documents, develop excel tracking sheets, maintain library shelving. Responsible for training new library employees.

Extracurricular Activities

SIGNAL: Students Interested in Growth, Networking and Leadership
Participate in discussions from leaders in NH regarding organizational management and networking.

Carli Polanco, BS, CHES®

SKILLS

Hospital Administration, Patient Interaction, Data Management, Data Collection, Record-Keeping, Bilingual (Fluent in Spanish), Microsoft Excel, Telephone Skills, MS Office, G-Suite, Critical Thinking, Time-Management, Interpersonal Skills, Leadership, Customer Relationship Management, Outreach Techniques, Fundraising Techniques, Triaging Skills, Calendar Management

EDUCATION

University of Massachusetts Lowell, Lowell, MA — *Bachelor of Science in Public Health (December 2020)*

Certifications

Certified Health Education Specialist (CHES®) — *National Commission for Health Education Credentialing, Inc*

Issued: Oct. 2020 Expires: Sep. 2025 Credential ID: 34934

EXPERIENCE

Southern NH AHEC, Raymond, NH— *Program Coordinator*

December 2023-present

- Coordinates and plans summer health career exploration experiences for high school students
- Facilitates community based placements for health professions students.
- Leads self-management workshops including but not limited to Walk with Ease and Chronic Disease Self-Management
- Coordinator for Lamprey Health Care's Nurse Practitioner Fellowship Program

Dana Farber Cancer Institute., Boston, MA— *Program Coordinator, Patient Care Services*

April 2022-December 2023

- Answers social work phone line and triages appropriately
- Triage referrals for Patient's and Family and Patient Care Services
- Administrative duties including calendar management
- Coordinator for Patient Parking Program

Krepels Center., Portsmouth, NH — *Program Assistant*

March 2021 – April 2022

- Keeps databases up to date to meet day to day program needs.
- Produces reports regarding program data and information.
- Maintains up to date member and intern electronic files.
- Supports social media efforts to build awareness of program and services, mission impact, and general brain injury awareness.

- Recruits, coordinates scheduling, and provides support for enrichment program guests. Collaborates with team on diversity and variation in guests through each enrichment season, and thoughtful use of funds available for paid guests.

Merrimack Valley Black & Brown Voices Inc., Andover, MA— Program Assistant Intern (Internship)

September 2020-December 2020

- Provided marketing ideas/design materials
- Assisted in community outreach
- Assisted in Black and Brown Owned Fall Market series
- Assisted in the development of fundraisers and giveaways
- Coordinated with stakeholders and vendors
- Assisted BIPOC families in need of funds assistance

Well Work Solutions, Miami Beach, FL— Health Educator/Outreach (Internship)

May 2020-July 2020

- Provided innovative ideas on corporate wellness
- Oversaw Zoom Wellness Services
- Revamped wellness lessons and programs
- Outreach to various health insurances about virtual wellness services
- Provided guidance on Search Engine Optimization

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name:

Lamprey Health Care

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Paula Smith	Director	\$3,057.00	\$130,000.00
Brianna Ferraro	Program Manager	\$3,722.00	\$65,557.00
Carli Polanco	Program Coordinator/CHW	\$10,954.00	\$47,133.00
TBD	Accountant	\$685.00	\$0.00

ARC
17



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 18, 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 **Sole Source** amendment to an existing contract with Lamprey Health Care, Inc., (VC177677), Newmarket, NH, to add funding to support the expansion of a statewide Outreach Specialist model to implement the Chronic Disease Self-Management Program, statewide, by increasing the price limitation by \$130,000 from \$200,922 to \$330,922, with no change to the contract completion date of September 30, 2025, effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on September 21, 2022, item #27.

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

See attached fiscal details.

EXPLANATION

This request is **Sole Source** because the Department is requesting to add more than 10% of the dollar amount of the original contract. This funding will allow the Contractor to deploy a licensed Self-Management Resource Center (SMRC) Statewide Outreach Specialist model. The original scope of work included funding to support a centralized Statewide Outreach Specialist. The Contractor and the Department made a strategic decision to decentralize the services to meet the specific and ongoing needs of individual communities and local citizens, therefore expanding the program to an additional 150 individuals. This model will ensure a lasting investment in local health care providers, local communities, and individual citizens. The Statewide Outreach Specialist model will provide evidenced-based education and training to local and community-based health care leaders and health care providers, on the Chronic Disease Self-Management Program, Chronic Pain Self-Management Program, and the Powerful Tools for Caregivers Program.

The Chronic Disease Self-Management Program, Chronic Pain Self-Management Program, and the Powerful Tools for Caregivers Program evidenced-based programs support individuals age 60 years and older with chronic conditions and are designed to assist these individuals improve and sustain a healthier and higher quality of life and to provide caregivers with self-care skills aimed at reducing personal stress, communicating their needs with family

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

members, healthcare providers and in challenging situations, coping with difficult emotions, and making difficult caregiver-related decisions.

The Chronic Disease Self-Management Program, Chronic Pain Self-Management Program, and the Powerful Tools for Caregivers Program empowers individuals to maintain healthier relationships, better physical health and stronger emotional well-being. The work of these programs are in line with the Department's mission to join communities and families in providing opportunities for citizens to achieve health and independence through community collaboration and awareness of evidence-based health promotion and education.

These self-help evidence-based programs were developed in 1996 at the Stanford University School of Medicine. The Self-Management Resource Center (SMRC) was established to grant and monitor licensure.

Approximately 25 health care leaders and health care providers will be trained and educated and approximately 300 individuals will be served during State Fiscal Years 2023, 2024, and 2025.

The Department will monitor services by:

- Ensuring all participants demonstrate sustained improvement from pre-service survey result baselines in at least two (2) survey indicators such as physical activity and confidence in managing chronic conditions.
- Demonstrating an increase in collaboration with community partners by the vendor.

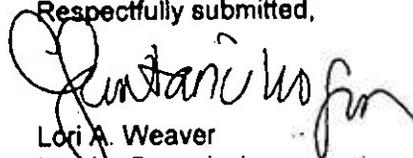
Should the Governor and Council not authorize this request, the Contractor will not be able to expand a Statewide Outreach Specialist model, causing a reduction in the delivery of evidenced-based programs which support individuals age 60 years and older with chronic conditions. Fewer New Hampshire citizens will have access to Chronic Disease Self-Management Program education, Chronic Pain Self-Management Program education, and the Powerful Tools for Caregivers Program education. Health care leaders and health care providers will not be aware of these workshops and to the tools available to educate and improve the health and well-being of their patients and communities.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number CFDA 93.043, FAIN #2201NHOAPH and CFDA 93.043, FAIN #2101NHPHC6.

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

Respectfully submitted,



Lori A. Weaver
Interim Commissioner

FISCAL DETAIL SHEET

SFY 23, 24 25 Chronic Disease and Self-Management Program and The Powerful Tools for Caregivers

05-95-48-481010-8917 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, HEALTH PROMO CONTRACTS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	074-500589	GRANTS FOR PUB ASST AND RELI	48108460	\$42,440.00	\$0	\$42,440.00
2023	074-500589	GRANTS FOR PUB ASST AND RELI	48108461	\$7,791.00	\$0	\$7,791.00
2024	074-500589	GRANTS FOR PUB ASST AND RELI	48108460	\$56,586.00	\$0	\$56,586.00
2024	074-500589	GRANTS FOR PUB ASST AND RELI	48108461	\$10,388.00	\$0	\$10,388.00
2025	074-500589	GRANTS FOR PUB ASST AND RELI	48108460	\$56,586.00	\$0	\$56,586.00
2025	074-500589	GRANTS FOR PUB ASST AND RELI	48108461	\$10,388.00	\$0	\$10,388.00
2026	074-500589	GRANTS FOR PUB ASST AND RELI	48108460	\$14,146.00	\$0	\$14,146.00
2026	074-500589	GRANTS FOR PUB ASST AND RELI	48108461	\$2,597.00	\$0	\$2,597.00
			Subtotal	\$200,922.00	\$0	\$200,922.00

05-95-48-481010-26380000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, GENERAL FUND MATCH FOR ARPA

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	074-500589	GRANTS FOR PUB ASST AND RELI	48130622	\$0	\$37,143.00	\$37,143.00
2024	074-500589	GRANTS FOR PUB ASST AND RELI	48130622	\$0	\$74,286.00	\$74,286.00
2025	074-500589	GRANTS FOR PUB ASST AND RELI	48130622	\$0	\$18,571.00	\$18,571.00
2026	074-500589	GRANTS FOR PUB ASST AND RELI	48130622	\$0	\$0.00	\$0.00
			Subtotal	\$0	\$130,000.00	\$130,000.00
			Contract Total	\$200,922.00	\$130,000.00	\$330,922.00

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

This Amendment to the Chronic Disease and Self-Management Program and The Powerful Tools for Caregivers contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Lamprey Health Care, Inc., ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 21, 2022, (Item # 27), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$330,922.
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director.
3. Modify Exhibit B, Scope of Services, Statement of Work, by replacing all references to the Statewide Outreach Specialist to read:
1.5 Statewide Outreach Specialist Model.
4. Modify Exhibit B, Scope of Services, Section 1, Statement of Work, 1.5.1. to read:
1.5.1. The Contractor must deploy and implement a Statewide Outreach Specialist Model to conduct a minimum of fifteen (15), statewide, evidenced-based education and training workshops on CDSMP, CPSMP, and PTC, to local community-based health care providers using a SMRC-licensed trainer. Five (5) of the trainings must be in geographic areas of the State where workshops have not previously been conducted, as approved by the Department.
 - 1.5.1.1. Marketing Chronic Disease Program/Chronic Pain Self-Management Program workshops.
 - 1.5.1.2. Recruiting new workshop leaders.
 - 1.5.1.3. Establishment of workshop locations.
 - 1.5.1.4. Recruiting workshop participants.
5. Modify Exhibit C Payment Terms, Section 1 to read:
 1. This Agreement is funded by:
 - 1.1 60% Federal funds, Title III-D Preventative Health, as awarded on 04/27/22, by the U.S. Department of Health and Human Services, Special Programs for the Aging, CFDA 93.043, FAIN #2201NHOAPH.
 - 1.2 40% Federal funds, Title III-D Preventative Health, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Special Programs for the Aging, CFDA 93.043, FAIN #2101NHPHC6.

6. Modify Exhibit C Payment Terms, Section 3 to read:

3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget through C-7, Budget, Amendment 1, SFY 2025.
7. Add Exhibit C-5, Budget, Amendment 1, SFY 2023, which is attached hereto and incorporated by reference herein.
8. Add Exhibit C-6, Budget, Amendment 1, SFY 2024, which is attached hereto and incorporated by reference herein.
9. Add Exhibit C-7 Budget, Amendment 1, SFY 2025, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

1/18/2023

Date

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

Lamprey Health Care, Inc.

1/18/2023

Date

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

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

OFFICE OF THE ATTORNEY GENERAL

1/18/2023
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services	
Contractor Name: Lamprey Health Care, Inc.	
Budget Request for: Chronic Disease and Self-Management Program and The Powerful Tools for Caregivers	
Budget Period: Upon G&C Approval - June 30, 2023	
Indirect Cost Rate (if applicable): 9.00%	
Line Item	Program Cost: Funded by DHHS
	\$5,848
1. Salary & Wages	
	\$965
2. Fringe Benefits	
3. Consultants	
4. Equipment <small>(Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200)</small>	\$0
5(a) Supplies - Educational	\$0
5(b) Supplies - Lab	\$0
5(c) Supplies - Pharmacy	\$0
5(d) Supplies - Medical	\$0
5(e) Supplies Office	\$0
	\$0
6. Travel	
	\$0
7. Software	
	\$0
8. (a) Other - Marketing/Communications	
	\$0,780
8. (b) Other - Education and Training	
8. (c) Other - Other (Specify Below)	
Other (please specify)	\$0
	\$18,000
9. Subrecipient Contracts	
Total Direct Costs	\$34,391
Total Indirect Costs	\$2,751
TOTAL	\$37,142

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Contractor Initials _____
Date 1/18/2023

New Hampshire Department of Health and Human Services	
Contractor Name: <u>Lemprey Health Care, Inc.</u>	
Budget Request for: <u>Chronic Disease and Self-Management Program and The Powerful Tools for Caregivers</u>	
Budget Period: <u>SFY 2024 July 1, 2023-June 30, 2024</u>	
Indirect Cost Rate (if applicable): <u>8.00%</u>	
Line Item	Program Cost Funded by DHHS
	\$20,645
1. Salary & Wages	
	\$3,337
2. Fringe Benefits	
	\$0
3. Consultants	
	\$0
4. Equipment <small>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</small>	
	\$0
5.(a) Supplies - Educational	\$7,000
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$3,361
	\$0
6. Travel	
	\$0
7. Software	
	\$2,000
8. (a) Other - Marketing/ Communications	\$5,000
8. (b) Other - Education and Training	
8. (c) Other - Other (specify below)	\$0
Other (please specify)	\$0
	\$27,000
9. Subcontractor Contracts	
Total Direct Costs	\$68,783
	\$3,303
Total Indirect Costs	\$74,286
TOTAL	\$74,286

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Contractor Initials _____

Date 1/18/2023

New Hampshire Department of Health and Human Services	
Contractor Name: Lamproy Health Care, Inc.	
Budget Request for: Chronic Disease and Self-Management Program and The Powerful Tools for Caregivers	
Budget Period: SFY 2025 July 1, 2024-Sep: 30, 2024	
Indirect Cost Rate (if applicable) 6.00%	
Line Item	Program Cost - Funded by DHHS
	\$5,171
1. Salary & Wages	
	\$884
2. Fringe Benefits	
	\$0
3. Consultants	
4. Equipment <small>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Agency IV to 2 CFR 200.</small>	\$0
5.(a) Supplies - Educational	\$2,240
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
	\$0
6. Travel	\$0
	\$0
7. Software	\$0
8. (a) Other - Marketing/Communications	\$0
8. (b) Other - Education and Training	
8. (c) Other - Other (specify below)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
	\$8,000
9. Subrecipient Contracts	
Total Direct Costs	\$17,186
Total Indirect Costs	\$1,378
TOTAL	\$18,564

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Contractor Initials _____
Date 1/18/2023



Lori A. Shlbinette
Commissioner

Melissa A. Hardy
Director

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

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.dbhs.nh.gov

August 4, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into a contract with Lamprey Health Care, Inc., (VC# 66382), Newmarket, NH, in the amount of \$200,922 for chronic disease health promotion programs for individuals with a chronic condition or family caregivers, statewide, with the option to renew for up to two (2) additional years, effective October 1, 2022, upon Governor and Council approval, through September 30, 2025. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Years 2024, 2025 and 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.

05-95-48-481010-8917 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, HEALTH PROMO CONTRACTS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	GRANTS FOR PUB ASST AND RELI	48108460	\$50,231
2024	074-500589	GRANTS FOR PUB ASST AND RELI	48108460	\$66,974
2025	074-500589	GRANTS FOR PUB ASST AND RELI	48108460	\$66,974
2026	074-500589	GRANTS FOR PUB ASST AND RELI	48108460	\$16,743
			Total	\$200,922

EXPLANATION

The purpose of this request is for the provision of the Chronic Disease Self-Management Program, Chronic Pain Self-Management Program, and the Powerful Tools for Caregivers Program. The Chronic Disease Self-Management and Chronic Pain Self-Management programs are for individuals age 60 years and older with chronic conditions statewide. The Powerful Tools for Caregivers Program is for family caregivers statewide.

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

Chronic Disease and Chronic Pain Self-Management Programs are evidenced-based programs with goals to improve and sustain the health and quality of life for individuals who have one or more chronic health condition(s). Individuals are taught how to better manage the symptom of their illnesses, fatigue, stress, emotions, and to and to cope with their illnesses and improved communication with their health care providers.

The Powerful Tools for Caregivers Program is an evidenced-based education program that offers a unique combination of elements that provides caregivers with self-care tools and strategies to reduce personal stress, communicate their needs to other family members and healthcare providers, communicate effectively in challenging situations, cope with difficult emotions, and make difficult caregiver decisions.

These programs have the goal to enable individuals to maintain healthier relationships, better physical health, and stronger emotional well-being.

Approximately 150 individuals will be served during each State Fiscal Year of 2023, 2024, 2025, and 2026.

The Department will monitor services by:

- Ensuring all participants demonstrate sustained improvement from pre-service survey result baselines in an at least two (2) survey indicators such as physical activity and confidence in managing chronic conditions.
- Demonstrating an increase in collaboration with community partners by the vendor.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from February 2, 2022 through March 31, 2022. The Department received one (1) response that was reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Section 1, of the attached agreement, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, individuals with chronic health and pain conditions will have less access to obtain clinically proven routines to reduce or eliminate anxiety and depression, reduce stress, improve concentration, minimize frustration and anger, increase happiness, and improve energy; caregivers will also not have access to supports to assist them with their caretaking responsibilities.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.043 FAIN #2201NHOAPH

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

Respectfully submitted,


Lori A. Shibinette
Commissioner

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

Project ID #: RFA-2023-BEAS-02-CHRON

Project Title: Chronic Disease and Self-Management Program and the Powerful Tools for Caregivers

	Maximum Points Available	
Technical		Lamprey Health Care dba Southern NH AHEC
Ability to Educate Q1	35	35
Experience in Marketing Q2	5	5
Capacity Q3	10	8
Ability to Identify Q4	25	23
Logistics Q5	25	20
TOTAL POINTS	100	91

Reviewer Name

Title

1. Jean Crouch

Community Based Program Admin

2. JoAnne Miles-Holmes

Injury Program Manager

3. Tina Goulet

Manager Family Caregiver Support

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

Subject: Chronic Disease and Self-Management Program and The Powerful Tools for Caregivers (RFA-2023-BEAS-02-CHRON-01)

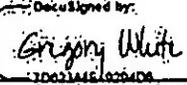
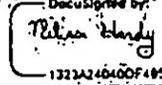
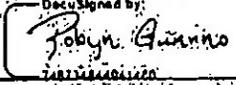
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Lamprey Health Care, Inc.		1.4 Contractor Address 207 South Main Street, Newmarket, NH 03857	
1.5 Contractor Phone Number (603) 659-2494	1.6 Account Number 05-95-48-481010-8917	1.7 Completion Date 9/30/2025	1.8 Price Limitation \$200,922
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 8/2/2022		1.12 Name and Title of Contractor Signatory Gregory White CEO	
1.13 State Agency Signature DocuSigned by:  Date: 8/2/2022		1.14 Name and Title of State Agency Signatory Melissa Hardy Director, DLSS	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 8/2/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 8/2/2022

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.

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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, formulas, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials GW
Date 8/2/2022

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: 
Date: 8/27/2022

**New Hampshire Department of Health and Human Services
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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 October 1, 2022 ("Effective Date"), upon Governor and 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 two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. 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.

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EXHIBIT B**

Scope of Services

1. Statement of Work

- 1.1. The Contractor must provide the Chronic Disease Self-Management Program (CDSMP), Chronic Pain Self-Management Program (CPSMP), and the Powerful Tools for Caregivers (PTC) Program, which are health promotion programs caregivers in this agreement for individuals with a chronic condition or family caregivers.
- 1.2. The Contractor must ensure services are available statewide.
- 1.3. For the purposes of this Exhibit B, all references to days must mean calendar days, excluding state and federal holidays.
- 1.4. **Chronic Disease Self-Management/Chronic Pain Self-Management Program Requirements**
 - 1.4.1. The Contractor must obtain and maintain a Self-Management Resource Center (SMRC) license to conduct CDSMP/CPMSMP workshops and reader trainings.
 - 1.4.2. The Contractor must adhere to all SMRC licensure requirements.
 - 1.4.3. Unless otherwise directed by the Department, the Contractor may conduct trainings virtually.
 - 1.4.4. The Contractor must notify the Department immediately if their SMRC licensure terminates or expires.
 - 1.4.5. The Contractor must organize and provide logistical support for a minimum of two (2) statewide network meetings for leaders and other professionals.
 - 1.4.6. The Contractor must provide teleconferencing to facilitate attendance statewide.
 - 1.4.7. The Contractor must maintain and ensure accessibility of an online statewide calendar for trainings, workshops and other events related to CDSMP/CPSMP and PTC activities in New Hampshire (NH).

1.5. Statewide Outreach Specialist

- 1.5.1. The Contractor must ensure an Outreach Specialist supports statewide outreach by:
 - 1.5.1.1. Marketing Chronic Disease Program/Chronic Pain Self-Management Program workshops.
 - 1.5.1.2. Recruiting new workshop leaders.
 - 1.5.1.3. Establishment of workshop locations.
 - 1.5.1.4. Recruiting workshop participants.

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- 1.5.2. The Contractor must provide coordination of all outreach activities necessary for a minimum of 15 Chronic Disease and CDSMP/CPSMP workshops, five (5) of which must be in geographic areas of the State where workshops have not previously been conducted, as approved by the Department.
- 1.5.2.1. The Contractor must facilitate marketing and outreach of each workshop, which includes but is not limited to:
- 1.5.2.1.1. Developing workshop brochures.
 - 1.5.2.1.2. Printing workshop brochures.
 - 1.5.2.1.3. Distributing workshop brochures.
- 1.5.2.2. The Contractor must, in coordination with the Department, ensure program outreach focuses on reaching rural residents.
- 1.5.2.3. The Contractor must increase awareness of Self-Management workshops by providing:
- 1.5.2.3.1. Partnership Exploration, where the Contractor must develop relationships through networking with individuals and established groups that align with CDSMP/CPSMP and the PIC program.
 - 1.5.2.3.2. Information and materials at conferences where exhibiting is available.
- 1.5.2.4. The Contractor must increase visibility of NH implementation sites and workshops by:
- 1.5.2.4.1. Initiating steps towards a partnership with a minimum of one (1) Managed Care Organization (MCO) in NH and report the steps taken to initiate a partnership to the Department within 30 days of the contract effective date.
 - 1.5.2.4.2. Creating and maintaining one (1) host website or social media page for NH Self-Management workshop registration detailing locations and dates of events.
 - 1.5.2.4.3. Engaging in Self-Management workshop opportunities with other health improvement programs as reported to the Department within 30 days of the contract effective date.

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- 1.5.2.4.4. Listing potential statewide and regional plans; and
- 1.5.2.4.5. Establishing relationship with program lead(s)
- 1.5.2.5. The Contractor must connect and collaborate with other agencies in NH to ensure statewide awareness and coverage of programing.
- 1.5.2.6. The Contractor must increase participant recruitment by:
 - 1.5.2.6.1. Exploring and establishing, as appropriate, partnerships with American Association of Retired Peoples (AARP) and report other opportunities to the Department.
 - 1.5.2.6.2. Posting and sharing information on social media platforms relevant to CDSMP/CPSMP and the PTC program.
- 1.5.2.7. The Contractor must provide marketing materials to primary care and other health care providers in order to increase workshop participation.

1.6. CDSMP/CPSMP Participant Workshops

- 1.6.1. The Contractor must participate in monthly strategy meetings with program leaders in order to recruit workshop participants.
- 1.6.2. The Contractor must establish a workshop schedule that is developed in coordination with workshop participants.
- 1.6.3. The Contractor must identify and secure sites with adequate space and parking to host workshops.
- 1.6.4. The Contractor must purchase and utilize the current, official version of the CDMSP/CPSMP curriculum, which includes, but is not limited to:
 - 1.6.4.1. Leader books.
 - 1.6.4.2. Participant workbooks and related Compact Discs (CDs).
 - 1.6.4.3. Flip charts.
 - 1.6.4.4. Other supplies as necessary.
 - 1.6.4.5. The Contractor must coordinate with CDSMP/CPSMP leaders and site representative(s) to ensure all logistical needs are met prior to workshop commencement.
 - 1.6.4.6. The Contractor must ensure that a minimum of 150 individuals complete the CDSMP/CPSMP workshops statewide, ensuring each workshop accommodates a

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minimum of eight-to-ten (8-10) individuals.

- 1.6.4.7. The Contractor must ensure each CDSMP/CPSMP workshop consists of six (6) consecutive weekly two (2) and one-half (2.5) hour classes.
- 1.6.4.8. The Contractor must ensure each Workplace CDSMP (wCDSMP) workshop consists of six (6) consecutive weeks of two (2) one-hour classes.
- 1.6.4.9. The Contractor must ensure CDSMP/CPSMP workshops are available to participants at no cost.
- 1.6.4.10. The Contractor must ensure workshops are conducted in accordance with Stanford Chronic Disease Self-Management Program curriculum and fidelity requirements.
- 1.6.4.11. The Contractor must ensure workshops are conducted by two (2) trained CDSMP/CPSMP leaders.
- 1.6.4.12. The Contractor must monitor workshop classes to maintain program fidelity to the CDSMP/CPSMP curriculum.

1.7. Powerful Tools for Caregivers (PTC) Program Workshop

- 1.7.1. The Contractor must conduct, at a minimum, one (1) two-day class PTC Leader Training workshop. The Contractor must ensure:
 - 1.7.1.1. PTC Leaders are either trained leaders in self-management programs or trained individuals in PTC.
 - 1.7.1.2. Each workshop accommodates a minimum of 10 individuals.
- 1.7.2. The Contractor must provide the following for PTC Leader Trainers:
 - 1.7.2.1. Overnight accommodations, on-site or nearby the training location, and
 - 1.7.2.2. Reimbursement for all travel costs.
- 1.7.3. The Contractor must secure adequate space for the PTC Leader Training.
- 1.7.4. The Contractor must provide logistical support for PTC Leader Training, which includes, but is not limited to:
 - 1.7.4.1. Audio and visual equipment.
 - 1.7.4.2. Flip charts and markers.
- 1.7.5. The Contractor must purchase and provide all Master Trainers with the required PTC Leader Training materials including, but not limited to:

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- 1.7.5.1. A suitable bag for carrying.
- 1.7.5.2. Binders for the curriculum.
- 1.7.5.3. Printing of (90 minute and two (2) and one-half (2.5) hour curriculum and Class Leader Tips.
- 1.7.5.4. The Doll Maker CD.
- 1.7.5.5. Flash drives with electronic copies of program materials.
- 1.7.6. The Contractor must purchase the required license from the national office of PTC for each participant who completes the two (2) day training. The Contractor must:
 - 1.7.6.1. Remit the \$100 payment to the national office of PTC for each participant who completes the two (2) day training.
 - 1.7.6.2. Ensure the name and contact information of each participant for whom the license is being sought accompanies the \$100 remittance identified above.

1.8. CDSMP/CPSMP Leader Trainings

- 1.8.1. The Contractor must conduct, at a minimum, one (1) new CDSMP/CPSMP Leader Training session for individuals or community members interested in leadership roles within CDSMP/CPSMP workshops.
- 1.8.2. The Contractor must ensure CDSMP/CPSMP Leader Training is co-facilitated by two (2) CDSM Master Trainers, certified in CDSMP/CPSMP by the Self-Management Resource Center.
- 1.8.3. The Contractor must provide the following for Master Trainers, as needed:
 - 1.8.3.1. Overnight accommodations, on-site or nearby the training location; and
 - 1.8.3.2. Reimbursement for all travel costs.
- 1.8.4. The Contractor must secure adequate space for the CDSMP/CPSMP Leader Training.
- 1.8.5. The Contractor must provide logistical support for CDSMP/CPSMP Leader Training, which includes, but is not limited to:
 - 1.8.5.1. Audio and visual equipment.
 - 1.8.5.2. Flip charts and markers.
- 1.8.6. The Contractor must purchase any additional CDSMP/CPSMP resource materials, as needed, to establish a lending library and to maintain and disseminate any additional CDSMP/CPSMP resource

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materials to CDSMP/CPSMP Leaders.

1.9. Institutional Review Board Workshop

- 1.9.1. The Contractor must obtain and maintain Institutional Review Board (IRB) approval to conduct pre and post surveys of individuals attending the CDSMP/CPSMP workshops.
- 1.9.2. The Contractor must conduct pre and post surveys of workshop participants. The Contractor must:
 - 1.9.2.1. Work with the Department and the IRB to modify the surveys as needed.
 - 1.9.2.2. Conduct post workshop surveys no sooner than six (6) months from the date of workshop conclusion.
- 1.9.3. The Contractor must collect, collate, and prepare the survey data for report distribution on a semi-annual basis. The Contractor must:
 - 1.9.3.1. Ensure reports are completed in a format approved by the Department.
 - 1.9.3.2. Ensure reports are sent to the Department at the end of April and October.

1.10. Leadership Training, IRB, and CDSMP Reporting Requirements:

- 1.10.1. The Contractor must provide quarterly reports to the Department on all activities conducted in the resulting contract in accordance with American Rescue Plan Act (ARPA) funding regulations.
- 1.10.2. The Contractor must submit quarterly and final reports with information that includes but is not limited to:
 - 1.10.2.1. Completed and in-process activities to locate and secure sites for CDSMP/CPSMP Leader Trainings and participant workshops;
 - 1.10.2.2. Dates and locations of the CDSMP/CPSMP Leader Trainings and participant workshops;
 - 1.10.2.3. The number of new Leader Trainings held;
 - 1.10.2.4. The number of new leaders trained;
 - 1.10.2.5. The number of participant workshops conducted;
 - 1.10.2.6. The number of participants who completed the workshops;
 - 1.10.2.7. The number of pre and post participant surveys conducted; and
 - 1.10.2.8. Pre and post survey data reports.

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1.11. Grievance and Appeals

1.11.1. The Contractor must develop, implement and maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff.

1.11.2. The Contractor must ensure records of concerns and complaints filed are available to the Department upon request.

1.12. Criminal Background and BEAS State Registry Checks

1.12.1. The selected Applicant licensed, certified or funded by the Department will meet the requirements of RSA 161-F:49, VII. The Contractor must ensure all staff and volunteers:

1.12.1.1. Complete a BEAS State Registry check

1.12.1.2. Are reviewed by BEAS prior to providing direct client services.

1.12.1.3. Undergo a New Hampshire Criminal Records Background check and meet the requirements acceptable to the selected Applicant.

1.13. Website and Social Media

1.13.1. The Contractor agrees that performance of services on behalf of the Department involves using social media or a website to solicit information of individuals, confidential data, or for marketing purposes. 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.

1.13.2. The Contractor agrees that protected health information (PHI), personal information (PI), or other confidential information solicited either by social media, or the website, and maintained, stored or captured by the Contractor, shall not be further disclosed beyond the scope of what is expressly provided in this Agreement. The solicitation or disclosure of PHI, PI, or other confidential information shall be subject to the Information Security Requirements Exhibit K, the Business Associates Agreement Exhibit, and all applicable state rules and state and federal law. Unless specifically required by this Agreement 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.

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1.14. Reporting

1.14.1. The Contractor must submit quarterly reports to ensure program efficacy which include, but are not limited to:

1.14.1.1. The schedule and dates of the Leader Training(s).

1.14.1.2. The number of participants trained.

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

1.15. Performance Measures

1.15.1. The Department will monitor Contractor performance by ensuring all participants must demonstrate sustained improvement in at least two (2) survey indicators, including but not to be limited to, an increase in:

1.15.1.1. Physical activity.

1.15.1.2. Confidence in managing chronic conditions.

1.15.2. The Department will monitor Contractor performance by ensuring an increase in collaboration with providers for the following:

1.15.2.1. Program visibility.

1.15.2.2. Program delivery.

1.15.2.3. Successful outcomes of individuals.

1.15.3. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

1.15.4. The Department may collect other key data and metrics from Contractor(s), including client-level demographic, performance, and service data.

1.15.5. The Department may identify expectations for active and regular collaboration, including key performance objectives, in the resulting contract. Where applicable, Contractor(s) must collect and share data with the Department in a format specified by the Department.

2. Exhibits Incorporated

2.1. 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.

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

3.2.1. The Contractor 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.

3.3. Credits and Copyright Ownership

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

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

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

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

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3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

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

3.4. Operation of Facilities: Compliance with Laws and Regulations

3.4.1. In the operation of any facilities for providing services, the Contractor 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.

3.5. Eligibility Determinations

3.5.1. 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.

3.5.2. 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.

3.5.3. 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.

3.5.4. 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

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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.

4. Records.

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

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

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

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

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

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives 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.

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Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% Federal funds, Title III-D Preventative Health, as awarded on 04/27/22, by the U.S. Department of Health and Human Services, Special Programs for the Aging, CFDA 93.043, FAIN 2201NHOAPH.
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-4, 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 beasinvoices@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
105 Pleasant Street
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.

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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. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the

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EXHIBIT C

Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-2, Budget

New Hampshire Department of Health and Human Services										
Bioscience Resource Project, Lampry Health Care, Inc./Gibbs Southern NH AHEC										
Budget Request for: Chronic Disease Self-Management Program/Powerful Tools for Caregivers Program										
Budget Period: 7/1/13 to 6/30/14										
Line Item	Total Program Cost			Contractor/Share / Match			Funded by DHHS contract above			Total
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	
1. Total Salary/Wages	\$ 12,000.00	\$ 1,200.00	\$ 13,200.00				\$ 12,000.00	\$ 1,200.00	\$ 13,200.00	
2. Employee Benefits	\$ 2,052.00	\$ 205.20	\$ 2,257.20				\$ 2,052.00	\$ 205.20	\$ 2,257.20	
3. Consultants										
4. Equipment										
Rental										
Repair and Maintenance										
Purchase/Depreciation										
5. Supplies										
Educational	\$ 2,600.00	\$ 260.00	\$ 2,860.00				\$ 2,600.00	\$ 260.00	\$ 2,860.00	
Lab										
Pharmacy										
Medical										
Office	\$ 723.00	\$ 72.30	\$ 795.30				\$ 723.00	\$ 72.30	\$ 795.30	
6. Travel	\$ 200.00	\$ 20.00	\$ 220.00				\$ 200.00	\$ 20.00	\$ 220.00	
7. Occupancy	\$ 360.00	\$ 36.00	\$ 396.00				\$ 360.00	\$ 36.00	\$ 396.00	
8. Current Expenses										
Telephone	\$ 300.00	\$ 30.00	\$ 330.00				\$ 300.00	\$ 30.00	\$ 330.00	
Postage										
Subscriptions										
Auto and Local	\$ 1,500.00	\$ 150.00	\$ 1,650.00				\$ 1,500.00	\$ 150.00	\$ 1,650.00	
Insurance										
Reprint Expenses	\$ 300.00	\$ 30.00	\$ 330.00				\$ 300.00	\$ 30.00	\$ 330.00	
9. Software										
10. Marketing/Communications	\$ 4,600.00	\$ 460.00	\$ 5,060.00				\$ 4,600.00	\$ 460.00	\$ 5,060.00	
11. Staff Education and Training	\$ 4,600.00	\$ 460.00	\$ 5,060.00				\$ 4,600.00	\$ 460.00	\$ 5,060.00	
12. Subcontracts/Agreements	\$ 28,000.00	\$ 2,800.00	\$ 30,800.00				\$ 28,000.00	\$ 2,800.00	\$ 30,800.00	
13. Other (Vendor Expenses)	\$ 6,750.00	\$ 675.00	\$ 7,425.00				\$ 6,750.00	\$ 675.00	\$ 7,425.00	
TOTAL	\$ 66,135.00	\$ 6,613.50	\$ 72,748.50				\$ 66,135.00	\$ 6,613.50	\$ 72,748.50	

Exhibit C-4, Budget

New Hampshire Department of Health and Human Services

Program Name: Lamproy Health Care, Inc. dba Southern NHAHEC

Budget Request for: Chronic Disease Self-Management Program/Powerful Tools for Caregivers Program

Budget Period: 7/1/22-6/30/23

Line Item	Total Program Cost			Contractor Share / Match			Funded by OHRIS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salaries/Wages	\$ 5,000.00	\$ 500.00	\$ 5,500.00				\$ 5,000.00	\$ 500.00	\$ 5,500.00
2. Employee Benefits	\$ 855.00	\$ 86.00	\$ 941.00				\$ 855.00	\$ 86.00	\$ 941.00
3. Consultants									
4. Equipment									
Rental									
Repair and Maintenance									
Purchase/Construction									
5. Supplies	\$ 840.00	\$ 64.00	\$ 904.00				\$ 840.00	\$ 64.00	\$ 904.00
Educational									
Lab									
Pharmacy									
Medical									
Office	\$ 328.00	\$ 33.00	\$ 361.00				\$ 328.00	\$ 33.00	\$ 361.00
Travel	\$ 35.00	\$ 3.00	\$ 38.00				\$ 35.00	\$ 3.00	\$ 38.00
6. Travel	\$ 90.00	\$ 9.00	\$ 99.00				\$ 90.00	\$ 9.00	\$ 99.00
7. Occupancy									
8. Current Expenses	\$ 75.00	\$ 8.00	\$ 83.00				\$ 75.00	\$ 8.00	\$ 83.00
Telephone									
Postage									
Subscriptions									
Auto and Light									
Insurance									
Board Expenses									
9. Debtors									
10. Marketing/Communications	\$ 1,000.00	\$ 100.00	\$ 1,100.00				\$ 1,000.00	\$ 100.00	\$ 1,100.00
11. Staff Education and Training									
12. Subcontract/Agreements	\$ 6,900.00	\$ 80.00	\$ 7,080.00				\$ 6,900.00	\$ 80.00	\$ 7,080.00
13. Other (under stipends)									
TOTAL	\$ 18,221.00	\$ 1,822.00	\$ 20,043.00				\$ 18,221.00	\$ 1,822.00	\$ 20,043.00

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

CW



New Hampshire Department of Health and Human Services
Exhibit D

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

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

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

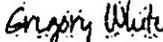
Place of Performance (street address, city, county, state, zip code) (list each location)

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

Vendor Name: Lamprey Health Care

8/2/2022

Date

DocuSigned by:

 Name: Gregory White
 Title: CEO

Vendor Initials: 
 Date: 8/2/2022



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

Vendor Name: Lamprey Health Care

8/2/2022,
Date

Designated by:
Gregory White
Name: GREGORY WHITE
Title: CEO

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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

New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Lamprey Health Care

8/2/2022

Date

DocuSigned by:

 Name: Gregory White
 Title: CEO

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

DS
GJW

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: Lamprey Health Care

8/27/2022

Date

DocuSigned by:

Gregory White

Name: Gregory white

Title: CEO

Exhibit G

Contractor Initials

GW

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

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Lamprey Health Care

8/2/2022

Date:

Designated by:

Gregory White

Name: Gregory white

Title: CEO

GW

Contractor Initials

8/2/2022

Date:



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(1) Definitions

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

3/2014

Contractor Initials

GW

Date 8/2/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

3/2014

Contractor Initials

[Signature]
Date 8/2/2022

New Hampshire Department of Health and Human Services



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- o The unauthorized person used the protected health information or to whom the disclosure was made;
- o Whether the protected health information was actually acquired or viewed
- o The extent to which the risk to the protected health information has been mitigated.

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (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.



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

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

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

Department of Health and Human Services

The State of

Melissa Hardy

Signature of Authorized Representative

Melissa Hardy

Name of Authorized Representative
Director, DLTS

Title of Authorized Representative

8/2/2022

Date

Lamprey Health Care

Name of the Contractor

Gregory White

Signature of Authorized Representative

Gregory White

Name of Authorized Representative

CEO

Title of Authorized Representative

8/2/2022

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.

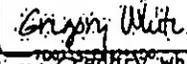
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees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

8/2/2022

Date

Declassified by:

 Name: Gregory White
 Title: CEO



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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.

- The UEI (SAM.gov) number for your entity is: F71ua71xrnps
- In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

- 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:

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

Name: _____	Amount: _____

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Exhibit K

DHHS Information Security Requirements



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two.(2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data, and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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DHHS Information Security Requirements



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

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

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

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

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

V. LOSS REPORTING

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

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

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

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov.