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

Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

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

April 1, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to amend an existing contract with Amoskeag Health (VC #157274), Manchester, NH, to continue providing a Comprehensive Nutrition, Feeding and Swallowing Network for Children with Special Health Care Needs, by exercising a contract renewal option, by increasing the price limitation by $1,100,000 from $2,140,000 to $3,240,000 and by extending the completion date from June 30, 2025 to June 30, 2027, effective July 1, 2025, upon Governor and Council approval. 16% Federal Funds. 84% General Funds.

The original contract was approved by Governor and Council on June 30, 2021, item #32, and amended on June 28, 2023, item #55.

Funds are anticipated to be available in State Fiscal Years 2026 and 2027, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-93-930010-5191 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS, DLTSS-DEVELOPMENTAL SVCS, DIV OF DEVELOPMENTAL SVCS, SPECIAL MEDICAL SERVICES

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	074-500589	Grants for Pub Asst and Relief	93001000	$535,000	$0	$535,000
2023	074-500589	Grants for Pub Asst and Relief	93001000	$535,000	$0	$535,000
			Subtotal	*$1,070,000*	*$0*	*$1,070,000*

05-95-93-930510-3676 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS, DLTSS-DEVELOPMENTAL SVCS, BUR-FAMILY CENTERED SERVICES, SPECIAL MEDICAL SERVICES

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	074-500589	Grants for Pub Asst and Relief	93051000	$535,000	$0	$535,000
2025	074-500589	Grants for Pub Asst and Relief	93051000	$535,000	$0	$535,000
2026	074-500589	Grants for Pub Asst and Relief	93051000	$0	$86,461	$86,461
2026	102-500731	Contracts for Program Svs	93051001	$0	$463,539	$463,539
2027	074-500589	Grants for Pub Asst and Relief	93051000	$0	$84,976	$84,976
2027	102-500731	Contracts for Program Svs	93051001	$0	$465,024	$465,024
			Subtotal	*$1,070,000*	*$1,100,000*	*$2,170,000*
			Total	**$2,140,000**	**$1,100,000**	**$3,240,000**

EXPLANATION

The purpose of this request is for the Contractor to continue to provide comprehensive community-based nutrition, feeding and swallowing consultation network services to children with special health care needs (CSHCN). Services include staff identification, staff oversight, training, and assessing CSHCN regarding their needs for community-based nutrition, feeding and swallowing consultation services and include the planning for and development of safe feeding plans, management of feeding tubes, aspiration management, and consultation.

The Contractor provides services to children and youth from birth to 21 years of age with special health care needs for whom nutrition concerns have been identified. Nutritional consultation helps to ensure optimal nutrition, growth, and development. In addition, families and caregivers of children and youth with special health care needs receive swallowing evaluation

reports, consultation, and follow up visits that assist with effectively managing their children's feeding and swallowing issues.

Approximately 1500 individuals will be served during State Fiscal Years 2026 and 2027.

The Contractor's nutrition, feeding and swallowing program delivers family centered, coordinated care with highly competent nutrition providers and feeding and swallowing specialists. Home-based service delivery allows for observations in the child's natural environment, providing a more complete picture of the child and family, and their nutrition, feeding and swallowing concerns. Additionally, the nutrition, feeding and swallowing program provides family centered services to children at locations such as child care programs, schools, physician's offices and outpatient therapy programs. This allows for collaboration between the family, nutrition, feeding and swallowing providers and other providers as well as opportunity to address the child's nutrition, feeding and swallowing concerns in other relevant locations.

The Department will continue to monitor services by reviewing case records to ensure all requirements are met, and eighty-five percent (85%) of children with special health care needs, or their family or guardian, responding to a Department-approved survey, indicate satisfaction with the services provided.

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

Should the Governor and Council not authorize this request, nearly 850 children with special health care needs who need nutritional consultation may not be able to continue with the services or have a reduction in services to help with optimal nutrition, growth and development. In addition, families and caregivers of up to 650 children and youth with special health care needs mayl not receive swallowing evaluations, consultations and follow up visits that assist them to effectively manage their children's feeding and swallowing issues.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number 93.994, FAIN B0440148

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

Respectfully submitted,

Lori A. Weaver
Commissioner

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

This Amendment to the Comprehensive Nutrition, Feeding and Swallowing Network for Children with Special Health Care Needs contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Amoskeag Health ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 30, 2021 (Item #32), as amended on June 28, 2023 (Item #55), 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. Form P-37 General Provisions, Block 1.7., Completion Date, to read:

   June 30, 2027

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

   $3,240,000

3. Modify Exhibit C, Payment Terms; Section 1., to read:

   1. This Agreement is funded by:

      1.1. 22% Federal Funds from the Title V Maternal Child Health Block Grant, as awarded on October 26, 2020, by the Health Resources and Services Administration, ALN #93.944, FAIN #B09SM010035; and as awarded on October 10, 2023, FAIN #B0440148.

      1.2. 78% General Funds.

4. 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 item, as specified in Exhibits C-1, Budget through Exhibit C-6, Amendment #2, Budget.

5. Modify Exhibit C, Payment Terms, by adding Section 4.1., to read:

   4.1. The Contractor shall ensure invoices are net any other revenue received towards the services billed in fulfillment of this Agreement.

6. Modify Exhibit C, Payment Terms, Section 8., to read:

   8. The Contractor must provide the services in Exhibit B, Amendment #1, Scope of Services, in compliance with funding requirements.

7. Modify Exhibit C, Payment Terms, Section 9., to read:

   9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Amendment #1, Scope of Services.

8. Add Exhibit C-5, Amendment #2, Budget, which is attached hereto and incorporated by reference herein.

9. Add Exhibit C-6, Amendment #2, Budget, which is attached hereto and incorporated by reference herein.

DS

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 July 1, 2025, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

3/10/2025
Date

DocuSigned by:
Melissa Hardy
1323A24040DF495...

Name: Melissa Hardy
Title: Director, DLTSS

Amoskeag Health

3/9/2025
Date

DocuSigned by:
C52AF939C85F454...

Name: Kris McCracken
Title: President/CEO

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

OFFICE OF THE ATTORNEY GENERAL

3/10/2025

Date

DocuSigned by:
Robyn Guarino
748734844941460

Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-5, Amendment #2, Budget

New Hampshire Department of Health and Human Services		
Contractor Name:	Amoskeag Health	
Budget Request for:	Comprehensive Nutrition, Feeding and Swallowing Network for Children with Special Health Care Needs	
Budget Period	SFY 2026 (July 1, 2025 - June 30, 2026)	
Indirect Cost Rate (if applicable)	15.00%	
Line Item	**Program Cost - Funded by DHHS**	**Program Cost - Contractor Share/ Match**
1. Salary & Wages	$374,179	$33,345
2. Fringe Benefits	$90,776	$8,089
3. Consultants	$0	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$0
5.(a) Supplies - Educational	$0	$0
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$0	$0
5.(e) Supplies Office	$1,500	$0
6. Travel	$8,135	$0
7. Software	$1,434	$100
8. (a) Other - Marketing/ Communications	$0	$0
8. (b) Other - Education and Training	$287	$2,713
8. (c) Other - Other (specify below)	$0	$0
Telephone	$600	$0
Postage	$350	$0
Interpreter Services	$900	$0
Professional Licenses	$100	$1,952
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$478,261	$46,199
Total Indirect Costs	$71,739	$6,930
TOTAL	**$550,000**	**$53,129**

Contractor Initials: DS

Date: 3/9/2025

Exhibit C-6, Amendment #2, Budget

New Hampshire Department of Health and Human Services		
Contractor Name:	Amoskeag Health	
Budget Request for:	Comprehensive Nutrition, Feeding and Swallowing Network for Children with Special Health Care Needs	
Budget Period	SFY 2027 (July 1, 2026 - June 30, 2027)	
Indirect Cost Rate (if applicable)	15.00%	
Line Item	**Program Cost - Funded by DHHS**	**Program Cost - Contractor Share/ Match**
1. Salary & Wages	$375,140	$39,712
2. Fringe Benefits	$91,009	$9,634
3. Consultants	$0	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$0
5.(a) Supplies - Educational	$0	$0
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$0	$0
5.(e) Supplies Office	$300	$0
6. Travel	$8,287	$100
7. Software	$1,534	$0
8. (a) Other - Marketing/ Communications	$0	$0
8. (b) Other - Education and Training	$200	$2,800
8. (c) Other - Other (specify below)	$0	$0
Telephone	$600	$0
Postage	$350	$0
Interpreter Services	$741	$0
Professional Licenes	$100	$1,952
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$478,261	$54,198
Total Indirect Costs	$71,739	$8,130
TOTAL	**$550,000**	**$62,328**

Contractor Initials: OS

Date: 3/9/2025

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: **175115**

Certificate Number: **0006661501**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of April A.D. 2024.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

I, Obhed Giri, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

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

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March 4, 2025, at which a quorum of the Directors/shareholders were present and voting.
(Date)

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

is duly authorized on behalf of Amoskeag Health to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: 03/04/2025

Signature of Elected Officer

Name: Obhed Giri
Title: Board Secretary

Docusign Envelope ID: EDEB80F3-A517-4FE5-800F-39CD7EA6C800

AMOSKHEA

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/06/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Nicole Rhuda
USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): E-MAIL ADDRESS: nicole.rhuda@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Selective Insurance Co of the Southeast	39926
INSURER B : Granite State Healthcare & Human Svc WC	NONAIC
INSURER C : ZNAT Insurance Company	30120
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Amoskeag Health
145 Hollis Street
Manchester, NH 03101

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X	X	S2640265	06/04/2024	07/01/2025	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$3,000,000
							PRODUCTS - COMP/OP AGG	$3,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	S2640265	06/04/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	X	X	S2640265	06/04/2024	07/01/2025	EACH OCCURRENCE	$4,000,000
							AGGREGATE	$4,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		P02300HCHS2025 3A State: NH	01/01/2025	01/01/2026	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
C			X	M1397401 3A: AR ME MA NC	01/01/2025	01/01/2026	E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

This Evidence of Insurance is issued as a matter of information only and confers no rights upon the holder and does not amend, extend or alter the coverage afforded by policies designated on the Evidence.

CERTIFICATE HOLDER

State of NH
Department of Health & Human Services
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

AMOSKEAG HEALTH

MISSION STATEMENT

Mailing Address: 145 Hollis Street, Manchester, NH 03101
Office Locations:
145 Hollis Street, Manchester, NH
1245 Elm Street, Manchester, NH
184 Tarrytown Road, Manchester, NH
2 Wall Street, Manchester, NH

Telephone: 603-626-9500
Website: https://www.amoskeaghealth.org/

MISSION

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

VISION

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

CORE VALUES

We believe in:

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

BerryDunn

AMOSKEAG HEALTH

FINANCIAL STATEMENTS

and

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

June 30, 2024 and 2023

With Independent Auditor's Report

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Amoskeag Health

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Amoskeag Health (the Organization), which comprise the balance sheets as of June 30, 2024 and 2023, and the related statements of operations and changes in net assets, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2024 and 2023, and the results of its operations, changes in its net assets and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

We conducted our audits in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 11 to the financial statements, the Organization has incurred a significant operating loss during the year ended June 30, 2024 and has declining working capital and limited days cash on hand. Management's evaluation of the events and conditions and management's plans to mitigate these matters are also described in Note 11. Our opinion is not modified with respect to that matter.

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

Board of Directors
Amoskeag Health

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.

Supplementary Information

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

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 3, 2024 on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
December 3, 2024

AMOSKEAG HEALTH

Balance Sheets

June 30, 2024 and 2023

ASSETS

	2024	2023
Current assets		
Cash and cash equivalents	$ 219,540	$ 1,291,683
Patient accounts receivable	1,175,811	1,857,818
Grants and other receivables	930,506	1,120,900
Other current assets	99,527	145,734
Total current assets	2,425,384	4,416,135
Operating lease right-of-use assets	1,243,796	1,454,454
Property and equipment, net	3,413,462	3,597,132
Other assets	106,676	103,941
Total assets	$ 7,189,318	$ 9,571,662

LIABILITIES AND NET ASSETS

Current liabilities		
Line of credit	$ 800,000	$ -
Accounts payable and accrued expenses	1,073,322	580,054
Accrued payroll and related expenses	1,764,205	1,663,737
Current portion of operating lease liabilities	178,529	178,529
Current portion of long-term debt	1,426,430	1,467,285
Total current liabilities	5,242,486	3,889,605
Operating lease liabilities, less current portion	1,136,450	1,314,978
Total liabilities	6,378,936	5,204,583
Net assets		
Without donor restrictions	(107,025)	3,574,104
With donor restrictions	917,407	792,975
Total net assets	810,382	4,367,079
Total liabilities and net assets	$ 7,189,318	$ 9,571,662

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

AMOSKEAG HEALTH

Statements of Operations and Changes in Net Assets

Years Ended June 30, 2024 and 2023

	2024	2023
Operating revenue		
Net patient service revenue	$ 10,035,543	$ 11,137,761
Grants, contracts and support	9,556,723	11,892,431
Other operating revenue	89,275	71,330
Net assets released from restriction for operations	444,973	1,048,634
Total operating revenue	20,126,514	24,150,156
Operating expenses		
Salaries and wages	14,177,028	15,520,631
Employee benefits	3,588,222	3,777,334
Supplies and minor equipment	673,775	1,251,911
Contracted services	3,466,299	3,759,308
Occupancy	1,085,498	1,250,813
Other	505,555	522,917
Depreciation and amortization	428,873	457,433
Interest	50,584	48,724
Total operating expenses	23,975,834	26,589,071
Deficiency of revenue over expenses	(3,849,320)	(2,438,915)
Grants received for capital acquisition and in service	168,191	39,155
Decrease in net assets without donor restrictions	(3,681,129)	(2,399,760)
Net assets with donor restrictions		
Contributions	569,405	654,645
Net assets released from restriction for operations	(444,973)	(1,048,634)
Increase (decrease) in net assets with donor restrictions	124,432	(393,989)
Change in net assets	(3,556,697)	(2,793,749)
Net assets, beginning of year	4,367,079	7,160,828
Net assets, end of year	$ 810,382	$ 4,367,079

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

AMOSKEAG HEALTH

Statements of Functional Expenses

Years Ended June 30, 2024 and 2023

	2024							
	Healthcare Services					Administrative and Support Services		
	Medical	Behavioral Health	Pharmacy	Special Medical Programs	Total Healthcare Services	Administration	Marketing and Fundraising	Total
Salaries and wages	$ 7,973,255	$ 3,168,919	$ 68,667	$ 1,366,431	$ 12,577,272	$ 1,419,469	$ 180,287	$ 14,177,028
Employee benefits	2,021,604	902,060	53,140	334,755	3,311,559	245,328	31,335	3,588,222
Supplies and minor equipment	415,689	47,619	171,852	16,238	651,398	22,170	207	673,775
Contracted services	1,145,537	711,577	336,781	145,106	2,339,001	1,104,155	23,143	3,466,299
Occupancy	650,477	290,521	34,974	106,783	1,082,755	2,743	-	1,085,498
Other	112,969	98,055	4,607	32,057	247,688	243,587	14,280	505,555
Depreciation and amortization	210,402	77,127	9,708	28,998	326,235	102,638	-	428,873
Interest	2,499	1,035	133	397	4,064	46,520	-	50,584
Total	$ 12,532,432	$ 5,296,913	$ 679,862	$ 2,030,765	$ 20,539,972	$ 3,186,610	$ 249,252	$ 23,975,834

	2023							
	Healthcare Services					Administrative and Support Services		
	Medical	Behavioral Health	Pharmacy	Special Medical Programs	Total Healthcare Services	Administration	Marketing and Fundraising	Total
Salaries and wages	$ 8,939,465	$ 3,006,416	$ 52,985	$ 1,573,145	$ 13,572,011	$ 1,710,956	$ 237,664	$ 15,520,631
Employee benefits	1,892,344	885,604	13,259	332,514	3,123,721	594,854	58,759	3,777,334
Supplies and minor equipment	657,097	148,089	97,574	75,261	978,021	250,493	23,397	1,251,911
Contracted services	1,468,341	855,698	336,323	269,827	2,930,189	812,470	16,649	3,759,308
Occupancy	656,520	147,959	97,489	75,195	977,163	250,274	23,376	1,250,813
Other	274,017	58,473	43,760	30,474	406,724	106,445	9,748	522,917
Depreciation and amortization	178,648	47,234	6,284	18,651	250,817	202,918	3,698	457,433
Interest	16,084	5,060	749	2,222	24,115	24,174	435	48,724
Total	$ 14,082,516	$ 5,154,533	$ 648,423	$ 2,377,289	$ 22,262,761	$ 3,952,584	$ 373,726	$ 26,589,071

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

AMOSKEAG HEALTH

Statements of Cash Flows

Years Ended June 30, 2024 and 2023

	2024	2023
Cash flows from operating activities		
Change in net assets	$ (3,556,697)	$ (2,793,749)
Adjustments to reconcile change in net assets to net cash used by operating activities		
Depreciation and amortization	428,873	457,433
Amortization of operating lease right-of-use assets	210,658	210,821
Grants received for capital acquisition	(168,191)	(39,155)
Contributions received for capital acquisition	-	(5,000)
(Increase) decrease in the following assets		
Patient accounts receivable	682,007	(434,850)
Grants and other receivables	190,394	735,167
Other current assets	46,207	8,408
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	493,268	51,485
Accrued payroll and related expenses	100,468	311,391
Operating lease liabilities	(178,528)	(171,768)
Net cash used by operating activities	(1,751,541)	(1,669,817)
Cash flows from investing activities		
Purchase of investments	(2,735)	(47,653)
Capital expenditures	(239,444)	(185,529)
Net cash used by investing activities	(242,179)	(233,182)
Cash flows from financing activities		
Grants received for capital acquisition	168,191	39,155
Contributions received for capital acquisition	-	5,000
Proceeds from line of credit	1,050,000	-
Payments on line of credit	(250,000)	-
Payments on long-term debt	(46,614)	(48,430)
Net cash provided (used) by financing activities	921,577	(4,275)
Net decrease in cash and cash equivalents	(1,072,143)	(1,907,274)
Cash and cash equivalents, beginning of year	1,291,683	3,198,957
Cash and cash equivalents, end of year	$ 219,540	$ 1,291,683
Supplemental disclosures of cash flow information		
Cash paid for interest	$ 50,584	$ 48,724

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

Organization

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

1. Summary of Significant Accounting Policies

Basis of Presentation

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

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

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

Use of Estimates

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

Income Taxes

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

Cash and Cash Equivalents

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

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

Revenue Recognition and Patient Accounts Receivable

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

Performance obligations are determined based on the nature of the services provided by the Organization. The Organization measures the performance obligations for medical, behavioral health, optometry, podiatry and ancillary services are measured from the commencement of an in-person or virtual encounter with a patient to the completion of the encounter. Ancillary services provided the same day are considered to be part of the performance obligation and are not deemed to be separate performance obligations.

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

Commercial Payers

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

Patients

The Organization provides care to patients who meet certain criteria under its sliding fee discount program. The Organization estimates the costs associated with providing this care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for the sliding fee discount program. The estimated cost of providing services to patients under the Organization sliding fee discount policy amounted to $1,988,390 and $2,188,583 for the years ended June 30, 2024 and 2023, respectively. The Organization is able to provide these services with a component of funds received through federal grants.

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

340B Contract Pharmacy Program Revenue

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

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

Patients Accounts Receivable

Effective July 1, 2023, the Organization adopted Financial Accounting Standards Board Accounting Standards Update (ASU) 2016-13, *Financial Instruments—Credit Losses* (Topic 326): *Measurement of Credit Losses on Financial Instruments*, as amended, which modifies the measurement of expected claims and credit losses on certain financial instruments. Topic 326 requires measurement and recognition of expected versus incurred losses for financial assets held. Financial assets held by the Organization that are subject to ASU 2016-13 include patient accounts receivable. The adoption of this ASU did not have a material impact on the Organization's financial statements.

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances and are reduced by explicit and implicit price concessions. Management estimates implicit price concessions based on its historical collection experience with patients. No additional valuation allowance is necessary for possible credit losses based on historical experience, current conditions, and reasonable and supportable forecasts.

Grants and Other Receivables

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

A portion of the Organization's revenue is derived from cost-reimbursable grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as deferred revenue. The Organization has been awarded cost reimbursable grants with project periods extending beyond June 30, 2024 in the aggregate amount of $9,568,050 that have not been recognized at June 30, 2024 because qualifying expenditures have not yet been incurred.

The Organization receives a significant amount of grants from the U.S. Department of Health and Human Services (HHS). As with all government funding, these grants are subject to reduction or termination in future years. For the years ended June 30, 2024 and 2023, grants from HHS (including both direct awards and awards passed through other organizations) represented approximately 64% and 61%, respectively, of grants, contracts and support revenue.

Right-of-Use Assets and Lease Liabilities

U.S. GAAP requires lessees to recognize a lease liability and a right-of-use asset for all leases with terms greater than 12 months on its balance sheet. Whether an arrangement contains a lease is evaluated at the inception of the arrangement. The Organization estimates its lease liability at the present value of future rent payments required under a lease using the imputed rate when identifiable or a risk-free rate for a term approximating the lease term, including options to extend or terminate the lease that the Organization is reasonably certain to exercise. As the leases do not provide an implicit rate, the Organization elected the practical expedient to use the risk-free rate.

The Organization's right-of-use asset initially is equal to its lease liability, adjusted for any lease incentives received or lease payments made. Lease expense is recorded on a straight-line basis over the term of a lease. Leases of 12 months or less at inception are not included in the Organization's right-of-use assets and lease liabilities.

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.

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

Functional Expenses

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

Deficiency of Revenue Over Expenses

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

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through December 3, 2024, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments. Financial assets available for general expenditure within one year were as follows:

	2024	2023
Cash and cash equivalents	$ 219,540	$ 1,291,683
Patient accounts receivable	1,175,811	1,857,818
Grants and other receivables	930,506	1,120,900
Financial assets available	2,325,857	4,270,401
Less net assets with donor restrictions	917,407	792,975
Financial assets available	$ 1,408,450	$ 3,477,426

The Organization had average days (based on normal expenditures) cash and cash equivalents on hand of 3 and 18 at June 30, 2024 and 2023, respectively.

3. Patient Accounts Receivable and Net Patient Service Revenue

Patient Accounts Receivable

Patient accounts receivable and due from third-party payers are stated at the amount management expects to collect from outstanding balances and consisted of the following at June 30:

	2024	2023	2022
Direct patient services	$ 1,137,265	$ 1,795,769	$ 1,302,100
Contract 340B pharmacy program	38,546	62,049	120,868
Total patient accounts receivable	$ 1,175,811	$ 1,857,818	$ 1,422,968

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. Medicaid accounted for approximately 59% and 54% of the Organization's patient accounts receivable at June 30, 2024 and 2023, respectively. No other individual payer represented more than 10% of the Organization's net patient accounts receivable.

Net Patient Service Revenue

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

	2024	2023
Gross charges	$ 13,687,925	$ 18,699,505
Less: Contractual adjustments and implicit price concessions	(3,414,011)	(7,066,363)
Sliding fee discount policy adjustments	(1,180,706)	(1,687,369)
Total net direct patient service revenue	9,093,208	9,945,773
Other patient revenue	163,008	113,460
Contract 340B program revenue	779,327	1,078,528
Total net patient service revenue	$ 10,035,543	$ 11,137,761

Revenue from Medicaid accounted for approximately 58% and 59% of the Organization's net patient service revenue for the years ended June 30, 2024 and 2023, respectively. No other individual payer represented more than 10% of the Organization's net patient service revenue.

4. Property and Equipment

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

	2024	2023
Land	$ 81,000	$ 81,000
Building and leasehold improvements	5,428,684	5,428,684
Furniture and equipment	3,048,558	2,831,166
Total cost	8,558,242	8,340,850
Less accumulated depreciation	5,194,939	4,779,625
	3,363,303	3,561,225
Projects in process	50,159	35,907
Property and equipment, net	$ 3,413,462	$ 3,597,132

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

5. Line of Credit

The Organization has a $1,000,000 line of credit demand note with a local banking institution with interest at the Bloomberg Short-Term Bank Yield Index rate plus 2.75% (8.14% at June 30, 2024). The line of credit is collateralized by all assets. There was $800,000 outstanding at June 30, 2024. There was no outstanding balance at June 30, 2023.

The Organization has a 30-day paydown requirement on the line of credit, which was met for the year ended June 30, 2024.

6. Leases

The Organization has entered into the following lease arrangements:

Operating Leases

The Organization has operating leases for clinic facilities with maturities ranging from May 2025 through March 2034. Certain leases contain renewal options and escalation clauses which range from 2% to 6.73%. Termination of the leases are generally prohibited unless there is a violation under the lease agreement. The weighted-average discount rate and weighted-average remaining lease term in years for operating leases as of June 30, 2024 and 2023, were 2.88% and 8.35 years and 2.88% and 9.00 years, respectively.

Short-Term Leases

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

Lease Cost

Lease cost, which approximates lease payments, for the year ended June 30, 2024 was as follows:

	2024	2023
Operating leases	$ 250,903	$ 255,964
Short-term leases	223,064	278,944
Total	$ 473,967	$ 534,908

Future Minimum Lease Payments and Reconciliation to the Balance Sheet

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

2025	$ 216,166
2026	160,335
2027	166,940
2028	148,062
2029	119,288
Thereafter	684,909
Total future undiscounted lease payments	1,495,700
Less present value discount	180,721
Total operating lease liabilities	1,314,979
Current portion of operating lease liabilities	178,529
Operating lease liabilities, net of current portion	$ 1,136,450

7. Long-Term Debt

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

The Organization is required to meet an annual minimum working capital and debt service coverage debt covenants as defined in the loan agreement with Citizens. In the event of default, Citizens has the option to terminate the agreement and immediately request payment of the outstanding debt without notice of any kind to the Organization. The Organization was not in compliance with the debt service coverage ratio at June 30, 2024, accordingly the full amount of the note is reported as a currently liability in the accompanying balance sheet as of June 30, 2024.

8. Net Assets

Net assets were as follows as of June 30:

	2024	2023
Net assets without donor restrictions		
Undesignated	$ (107,025)	$ 3,068,175
Designated for working capital	-	505,929
Total	$ (107,025)	$ 3,574,104
Net assets with donor restrictions for specific purpose		
Temporary in nature		
Healthcare and related program services	$ 305,376	$ 259,485
Building improvements	320,000	310,000
Child health services	190,673	122,132
	816,049	691,617
Permanent in nature		
Available to borrow for working capital as needed	101,358	101,358
Total	$ 917,407	$ 792,975

9. Benefit Plans

The Organization has a defined contribution plan under Internal Revenue Code Section 403(b) that covers substantially all employees. The Organization contributed $304,037 and $305,200 during the years ended June 30, 2024 and 2023, respectively.

The Organization provides health insurance to its employees through a captive self-insurance plan. The Organization estimates and records a liability for claims incurred but not reported for employee health provided through the captive self-insured plan. The liability is estimated based on prior claims experience and the expected time period from the date such claims are incurred to the date the related claims are submitted and paid. Expenses related to the plan amounted to $1,950,890 and $2,113,735 for the years ended June 30, 2024 and 2023, respectively.

10. Medical Malpractice Insurance

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of June 30, 2024, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and additional medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

11. Financial Improvement Plan

The Organization incurred a defieciency of revenue over expenses of $(3,849,320) and $(2,438,915) for the years ended June 30, 2024 and 2023, respectively, and has negative working capital and limited days of cash and cash equivalents on hand at June 30, 2024. These factors raise substantial doubt regarding the Organization's ability to continue as a going concern through one year from December 3, 2024, which is the financial statements were available to be issued.

The Organization incurred a deficiency of revenue over expenses of $(3,849,320) and $(2,438,915) for the years ended June 30, 2024 and 2023, respectively, and has decreasing liquidity, resulting in draws on lines of credit, advances from vendors, negative working capital and failure to meet its debt covenants.

In the last quarter of fiscal year 2023 and throughout fiscal year 2024, the Organization underwent a conversion of it's electronic health record. During the transition, provider productivity was reduced, and the revenue cycle team had limited resources to implement the new system as well as keep existing collection efforts current. The Organization also suffered staffing vacancies and increased revenues anticipated from an increase in reimbursement rates effective October 1, 2024 were not realized due to approximately 1,000 Medicaid patients being disenrolled from the program due to the end of Public Health Emergency.

These factors have raised concerns about the Organization's ability to meet its financial obligations due within one year after the issuance of these financial statements.

Plans to Alleviate Substantial Doubt

To address these challenges, management has initiated several strategic projects:

Revenue Enhancement Strategies: Increased provider staffing, improvements provider productivity and increased visit volumes resulting in a projected 9% increase in medical visits and 61% increase in in behavioral health visits. Management has also implemented a strategy to minimize missed appointments. These initiatives combined with a full year of the higher Medicaid reimbursement rate are projected to increase revenue (net of increased direct care staffing costs) by approximately $2,500,000 in 2025.

Cost Reduction Initiatives: Termination of certain occupancy and parking leases, outsource IT, and strategic staffing reductions. These initiatives are estimated to reduce expenses by approximately $495,000 annually.

Medicaid Enrollment: Management is implementing a program to assist uninsured patients with enrollment in Medicaid and marketplace health plans which is estimated to increase revenue by approximately $250,000. A local hospital will be providing a contribution to the Organization to support the salary of two positions dedicated to this project for six months.

Liquidity Management: Engaging in negotiations with new and existing financial institutions for refinance of existing debt and line of credit. Management expects to reach favorable terms to maintain liquidity and avoid near-term repayment obligations. Additionally, during 2023 the Organization filed for tax credits under the Employee Retention Credit (ERC) program, which is a refundable tax credit for business and tax-exempt organizations that had employees and were affected during the COVID-19 pandemic. Eligibility for the ERC involves complex rules about full or partial suspension of operations due to government orders. Actual payment from the ERC and the timing of payment is uncertain due to increased scrutiny by the Internal Revenue Service of ERC claims.

Status

In September 2024, the Organization was awarded a $1,952,458 grant from the State of New Hampshire, Department of Health and Human Services, to assist with stabilizing operating losses experienced due to the impacts of increased uncompensated care related to the end of continuous Medicaid coverage under the Public Health Emergency to support access for those individuals who require continuation of services. The Organization used a portion of these funds to fully repay the line of credit and make payments to vendors.

As of the date of this report, all projects mentioned above have been initiated. The 2025 operating budget is projecting a breakeven. Operating results for the four months ended October 31, 2024 also reflects a breakeven and visit volumes are tracking 2.5% higher than budgeted volumes.

Conclusion

Management believes these strategic initiatives will mitigate the conditions that raised substantial doubt. Based on forecasts and cash flow projections reflecting these plans, management has concluded that substantial doubt about the Organization's ability to continue as a going concern has been alleviated for one year from December 3, 2024, the date the financial statements were issued.

SUPPLEMENTARY INFORMATION

AMOSKEAG HEALTH

Schedule of Expenditures of Federal Awards

Year Ended June 30, 2024

Federal Grantor/Pass-Through Grantor/Program Title	Federal Assistance Listing Number	Pass-Through Contract Number	Total Federal Expenditures	Amount Passed Through to Subrecipients
U.S. Department of Health and Human Services				
Direct				
Health Center Program Cluster				
Community Health Centers	93.224		$ 1,466,640	$ -
Affordable Care Act (ACA) Grants for New and Expanded Services Under the Health Center Program	93.527		2,262,617	-
COVID-19 Affordable Care Act (ACA) Grants for New and Expanded Services Under the Health Center Program	93.527		28,241	-
Total AL 93.527			2,290,858	-
Total Health Center Program Cluster			3,757,498	-
Affordable Care Act (ACA) Personal Responsibility Education Program	93.092		59,042	-
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243		76,409	5,065
FIP Verification	93.526		168,191	-
Passthrough				
State of New Hampshire Department of Health and Human Services				
Family Planning Services	93.217	1069352	77,425	-
YWCA New Hampshire				
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	H79FG000828	113,202	76,201
Mental Health Center of Greater Manchester				
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	n/a	21,067	-
Total AL 93.243			134,269	
Bi-State Primary Care Association, Inc.				
COVID-19 Immunization Cooperative Agreements	93.268	n/a	127,758	-
State of New Hampshire Department of Health and Human Services				
Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response	93.354	NU90TP922144	530,048	-
COVID-19 Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises	93.391	NH75OT000031/ N90CA1858	150,938	4,997
JSI Research and Training Institute, Inc.				
Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises	93.391	90577170	5,000	-
Total AL 93.391			155,938	4,997
State of New Hampshire Department of Health and Human Services				
Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations	93.898	NU58DP006298	68,600	-
State of New Hampshire Department of Health and Human Services				
477 Cluster				
Temporary Assistance for Needy Families	93.558	157274-B001/90080206	26,172	-
Catholic Medical Center				
Medicaid Cluster				
Medical Assistance Program	93.778	NH20164	974	-
Bi-State Primary Care Association, Inc.				
Opioid STR	93.788	n/a	60,045	-
Opioid STR	93.788	n/a	145,367	
Total AL 93.994			205,412	-

The accompanying notes are an integral part of this schedule.

AMOSKEAG HEALTH

Schedule of Expenditures of Federal Awards (Concluded)

Year Ended June 30, 2024

Federal Grantor/Pass-Through Grantor/Program Title	Federal Assistance Listing Number	Pass-Through Contract Number	Total Federal Expenditures	Amount Passed Through to Subrecipients
State of New Hampshire Department of Health and Human Services				
Maternal and Child Health Services Block Grant to the States	93.994	1062420	352,991	-
Maternal and Child Health Services Block Grant to the States	93.994	561-500911/ 93001000	245,449	-
Maternal and Child Health Services Block Grant to the States	93.994	562-500912/ 93001000	133,750	-
Total AL 93.994			732,190	-
Total U.S. Department of Health and Human Services			6,119,926	86,263
U.S. Department of Housing and Urban Development				
Passthrough				
City of Manchester, New Hampshire				
Lead Hazard Reduction Demonstration Grant Program	14.905	n/a	2,988	-
CDBG - Entitlement Grants Cluster				
Community Development Block Grants/Entitlement Grants	14.218	210724C	47,000	-
Total U.S. Department of Housing and Urban Development			49,988	-
U.S. Department of Justice				
Passthrough				
State of New Hampshire Department of Justice				
Comprehensive Opioid, Stimulant, and Other Substances Use Program	16.838	n/a	239,872	97,360
U.S. Department of Treasury				
Passthrough				
City of Manchester, New Hampshire				
COVID-19 Coronavirus State and Local Fiscal Recovery Funds	21.027	#212422 ARPA	162,934	29,246
City of Manchester, New Hampshire Police Department				
COVID-19 Coronavirus State and Local Fiscal Recovery Funds	21.027	#410222 ARPA	379,006	191,486
Bi-State Primary Care Association, Inc.				
COVID-19 Coronavirus State and Local Fiscal Recovery Funds	21.027	n/a	15,029	-
Total AL 21.027			556,969	220,732
Total Expenditures of Federal Awards, All Programs			$ 6,966,755	$ 404,355

The accompanying notes are an integral part of this schedule.

AMOSKEAG HEALTH

Notes to Schedule of Expenditures of Federal Awards

Year Ended June 30, 2024

1. Summary of Significant Accounting Policies

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

2. De Minimis Indirect Cost Rate

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

3. Basis of Presentation

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

BerryDunn

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

Board of Directors
Amoskeag Health

We have audited, in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Amoskeag Health (the Organization), which comprise the balance sheet as of June 30, 2024, and the related statements of operations and changes in net assets, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated December 3, 2024.

Report on Internal Control over Financial Reporting

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

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

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

Board of Directors
Amoskeag Health

Report on Compliance and Other Matters

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

Purpose of this Report

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

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
December 3, 2024

BerryDunn

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

Board of Directors
Amoskeag Health

Report on Compliance for the Major Federal Program

Opinion on the Major Federal Program

We have audited Amoskeag Health's (the Organization) compliance with the types of compliance requirements identified as subject to audit in the Office of Management and Budget *Compliance Supplement* that could have a direct and material effect on its major federal program for the year ended June 30, 2024. The Organization's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Organization complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2024.

Basis for Opinion on the Major Federal Program

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

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

Responsibilities of Management for Compliance

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

Auditor's Responsibilities for the Audit of Compliance

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

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

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

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

Report on Internal Control over Compliance

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

Board of Directors
Amoskeag Health

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

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

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

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
December 3, 2024

AMOSKEAG HEALTH

Schedule of Findings and Questioned Costs

Year Ended June 30, 2024

1. Summary of Auditor's Results

Financial Statements

Type of auditor's report issued:			Unmodified	
Internal control over financial reporting:				
Material weakness(es) identified?	☐	Yes	☑	No
Significant deficiency(ies) identified that are not considered to be material weakness(es)?	☐	Yes	☑	None reported
Noncompliance material to financial statements noted?	☐	Yes	☑	No

Federal Awards

Internal control over major programs:				
Material weakness(es) identified?	☐	Yes	☑	No
Significant deficiency(ies) identified that are not considered to be material weakness(es)?	☐	Yes	☑	None reported
Type of auditor's report issued on compliance for major programs:			Unmodified	
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	☐	Yes	☑	No

Identification of major programs:

Assistance Listing Number	Name of Federal Program or Cluster
	Health Center Program Cluster

Dollar threshold used to distinguish between Type A and Type B programs:			$750,000	
Auditee qualified as low-risk auditee?	☑	Yes	☐	No

2. Financial Statement Findings

None

3. Federal Award Findings and Questioned Costs

None

Name	Board Role
Anna Hamel	Director
Angella Chen-Shadeed	Director
Dawn McKinney	Director
Debra (Debbie) Manning	Vice Chair
Jamie Pike	Director
Jill Bille	Director
Karine Jacques-Batu	Director
Karen Schoch	Director
Madhab Gurung	Director
Obhed Giri	Secretary
Oreste "Rusty" Mosca	Director
Richard Elwell	Treasurer
Dr. Steve Paris	Director
Thomas Lavoie	Chair
Vanessa Maradiaga	Director

JANINE JOHNSON, MS OTR/L

Professional Summary

I am a skilled occupational therapist with twenty-four years of experience. I have strong clinical reasoning skills with a commitment to developing and enhancing my practice through ongoing education and learning. I have extensive experience working with children with significant developmental, educational, and medical needs in public schools, homes, daycares, and clinic settings. In the last twelve years, I have specialized in the assessment and treatment of pediatric feeding and swallowing disorders. Throughout my career, though, my practice has been rooted in the belief that building strong relationships with families and caregivers through education and collaboration leads to best possible developmental and therapeutic outcomes.

Experience

NUTRITION, FEEDING, AND SWALLOWING PROGRAM - 2016-PRESENT

Feeding and Swallowing Clinical Supervisor, Amoskeag Health, Manchester, NH

- Evaluate and support children and young adults from birth through 21 years of age with sensory and motor-based feeding disorders in their natural settings (home, school, daycare, community).
- Offer consultative feeding and swallowing support to families, caregivers, daycare providers, and school teams working with children with a pediatric feeding disorder.
- Collaborate with dieticians, physicians, early intervention providers, nurses, classroom teachers, and school therapists to best support the child and family.
- Design, execute, and interpret modified barium swallow studies to support the development of plans for the safe oral intake of nutrition and hydration.
- Collaborate with families and school teams in the development of safe eating plans to support a student's ability to safely eat and drink when outside the care of their primary caregivers.
- Supervise feeding and swallowing providers within the program.
- Train and support new feeding and swallowing providers within the program.
- Engage contract stakeholders to foster improvements in timeliness, quality, and accessibility of care.

SOUTHEASTERN REGIONAL EDUCATION SERVICES CENTER (SERESC) - 2013-2022

Occupational therapy consultant, Bedford, NH

- Provided direct and consultative occupational therapy services and evaluations for special education students in public schools as part of the Medical-Educational Therapeutic Evaluation (METE) Team.
- Served as team leader for multi-disciplinary evaluations between METE team members, special education teams, and families through coordination of services, communication among team members, and provision of evaluation summaries.
- Mentored and supported new members of the METE team.
- Worked as lead occupational therapist for recruiting and hiring additional occupational therapists and co-leading OT and SLP meetings with the lead speech and language pathologist.
- Evaluated and treated children with fine motor delays, sensory processing disorders, and sensory and motor-based feeding disorders in home, school, and clinic settings.

- Completed evaluations using standardized tools, observation, records review, and team interview to develop IEP outcomes and accommodations to support student success with academics and activities of daily living.
- Offered training and education to caregivers and support providers on sensory processing, fine motor skill development, and self-care skill development.

EXETER HOSPITAL PEDIATRIC REHABILITATION — 2013-2017

Staff occupational therapist, Epping, NH

- Provided direct occupational therapy services in an outpatient pediatric clinic and in local preschools, elementary schools, and high schools.
- Performed evaluations using *The Bruininks-Oseretsy Test of Motor Proficiency, second edition; Peabody Developmental Motor Scales, second edition; Pediatric Evaluation of Disability Inventory; Dunn Sensory Profile - 2; Sensory Processing Measure, and Developmental Test of Visual Motor Integration.*
- Assessed and treated children with sensory and motor-based feeding difficulties, fine motor delays, visual motor delays, sensory processing disorders.
- Supervised level I and level II occupational therapy students in collaboration with other members of the occupational therapy staff.

RICHIE MCFARLAND CHILDREN'S CENTER — 2013-2017

Occupational therapy consultant, Stratham, NH

- Worked in Early Supports and Services by providing direct treatment of eligible children, supporting families and childcare providers through education and home programs, and engaging in service coordination.

COMMUNITY BRIDGES — 2004-2013

Staff occupational therapist, Concord, NH

- Worked in Family Centered Early Supports and Services by participating in eligibility evaluations using the *Hawaii Early Learning Profile*, developing Individualized Family Support Plans, providing the direct treatment of children in the program, supporting families and childcare providers through education and home programs, and engaging in service coordination.
- Assisted families in connecting with community resources and programs, including Special Medical Services, the MICE Program, Child Development Clinics, behavioral support programs for children with autism, special education preschools, and Early Head Start.

NHC REHABILITATION — 2002-2004

Staff occupational therapist, Nashville, TN

WAVES, INC. — 2002-2004

Staff occupational therapist, Franklin, TN

THERAPY SOLUTIONS, INC. — 2001-2002

Staff occupational therapist, Brookfield, CT

Education

Ithaca College, Ithaca, NY

- B.S. in Occupational Science - 1999
- M.S. in Occupational Therapy - 2001
  - Advanced coursework in assistive technology, early intervention, and pediatric neurodevelopmental theory and practice

- Thesis project: survey research on means vs. ends use of play in the practice of pediatric occupational therapy
- Faculty Award for Special Merit

Professional Development

- Presenter at the 2024 NHSLHA conference on Fundamentals for Serving Preschoolers through Young Adults with Pediatric Feeding Disorders
- Pediatric Swallow Studies and Advanced Infant and Pediatric Dysphagia courses by Catherine Shaker – 10/2023
- Guest lecturer at the University of New Hampshire graduate speech and language students and at Ithaca College graduate occupational therapy students on the screening, assessment, and treatment planning for children with feeding and swallowing disorders.
- Guest lecturer at Massachusetts College of Pharmacy and Health Science – Manchester Campus occupational therapy program on the occupational therapist's role in the evaluation and treatment of children with feeding, eating, and swallowing disorders
- Advanced courses on theory, assessment, and treatment within a Sensory Integration framework through the Spiral Foundation - 2016
- Related Service Providers, IEPs, and Common Core State Standards – Fall 2015
- Handwriting Without Tears Pre-K and K-5 workshops - Fall 2014
- Beckman Oral Motor Assessment and Intervention - Fall 2013
- Two-day lab course on pediatric myofascial release - Spring 2012
- Sequential Oral Sensory Approach to Feeding three-day basic course and one-day advance course - July 2011
- Published a case study about the treatment of a child with oral motor and sensory-based feeding delays for the Early Education and Intervention Network of New Hampshire newsletter
- Co-presented a case study at the 2010 New Hampshire Association for Infant Mental Health Association's conference about a child with complex behavioral, sensory, medical, and feeding concerns.
- Presented an in-service to the Learning Skills Department of Proctor Academy titled "Handwriting: foundations, classroom interventions, and indicators for additional support."

Additional Leadership Experience

- Chair of the Concord Chorale Tour Committee leading trips to Canada, Austria, Estonia, Latvia, and Russia

Liz Dennis, RD, LD, MPH

Experience

Nutrition, Feeding, and Swallowing Program, Manchester, NH
Consulting Dietitian — November 2010-Present

- Provide in-home Medical Nutrition Therapy for a caseload of 200+ children with special healthcare needs throughout the state of New Hampshire
- Develop goals to meet nutritional needs via oral intake and/or enteral nutrition • Communicate with physicians, Early Support Services, therapists, school teams, feeding and swallowing providers, nurses, and case managers as needed to help carry out and meet nutrition goals
- Manage caseload by prioritizing all new referrals, existing clients, and the agendas of team members to ensure visits are scheduled in a timely and productive manner

Child Health Services, Manchester, NH
Pediatric Dietitian — March 2010-March 2016

- Assess and educate a culturally diverse population of high risk children and their families as an integral part of a comprehensive medical treatment pediatric clinic
- Participate in pre and post clinic sessions with an MD, PA, NP, and family support specialist to review all clients treated

Keene State College, Keene, NH
Adjunct Faculty — January 201 1-May 2011

- Taught Experimental Foods Lab to undergraduates majoring in the field of nutrition

Cheshire Medical Center/Dartmouth-Hitchcock Keene, Keene, NH
Community Health Program Coordinator — November 2009-May 201 1

- Coordinated Families in Training (FIT), an obesity treatment program for children ages 8-12, including recruitment, material development, implementation of the nutrition curriculum for the children, and tracking of data
- As chair of the Advocates for Healthy Youth (AFHY) coalition, collaborated with community stake holders and other coalitions to implement best practice programs to help reduce childhood obesity in Cheshire County
- Supervised dietetic interns and undergraduate nutrition students as they met requirements either for the American Dietetic Association or their pursued degree
- Responsible for all senior citizen community health programs, including Cheshire Walkers, fall and spring presentations at CMC/DHK, and was a member of the Monadnock Senior Advocates

Department of Health and Environmental Control, Charleston, SC
Nutritionist IV May 2007-Oct0ber 2009

- Home visits to assess medically complex infants and children with developmental delay and/or metabolic, gastrointestinal, congenital, and chronic diseases effecting their nutrition status
- Developed, implemented, and evaluated nutrition care plans for a caseload of •0 children
- Regularly communicate with physicians and therapists to ensure continuity of care

Nutritionist Ill — January 2007-May 2007

- Educated women on appropriate feeding practices for their children both individually and in group settings
- Helped to ensure that the nutritional needs of pregnant •women, infants, and children were met

Nashua Area Health Center, Nashua, NH May 2005-September 2006
Outpatient Nutrition Counselor –

- Provided culturally sensitive individual counseling to adults and pediatrics in a community health setting o Assessed, counseled, and educated females with high risk pregnancies during the first, second, and third trimesters, and participated in bimonthly interdisciplinary meetings to review their health care plans
- Utilized interpreters, when necessary, to communicate with patients

Southern New Hampshire Medical Center, Nashua, NH July 2004-September 2006 Outpatient Nutrition Counselor

- Completed a thorough nutrition assessment for adults and children diagnosed with overweight/obesity, cardiovascular disease, diabetes, eating disorders, GI disorders, and food allergies
- Developed individual meal/feeding plans based on diagnosis, labs, and lifestyle
- Tailored educational information based on patient's knowledge and understanding
- Implemented a weight management/healthy eating program for adolescents and their families by providing group nutrition and physical activity education

Bariatric Dietitian

- Guided individuals to modify diet and behaviors prior to gastric bypass surgery to encourage successful long-term weight loss post-surgery
- Provided detailed instruction on diet stages following surgery
- Communicated with Obesity Center staff regarding the needs and progress of patients at weekly meetings
- Revised/Updated Obesity Center Nutrition Handbook

Per Diem Inpatient Dietitian

- Maintained standards of care by providing medical nutrition therapy in an acute care setting
- Screened patients based on diagnosis, age, protein stores, and diet tolerance to determine nutritional risk

Education

University of North Carolina at Chapel Hill Chapel Hill,
Carolina School of Public Health
MPH in Nutrition, August 2004

Clemson University Clemson, South Carolina
BS in Biological Science May 2001

Certification/ Licensure

American Council on Exercise Certified Personal Trainer, February 2004-Februaty 2010
Certificate in Adult Weight Management, 2004

Volunteer Experience

Cross Cultural Solutions, October 3, 2006-November 4, 2006

- Worked at a local orphanage in Tanzania, Africa housing children ages newborn to seven years old to provide emotional support and input regarding feeding routines

Camp Needles in the Pines Diabetes Camp, July 2003

- Provided around the clock supervision for children and adolescents diagnosed with Type I diabetes, including help with carbohydrate counting, insulin dosage, and treatment of a low blood sugar

References

Available Upon Request

Sarah Belhumeur

OBJECTIVE

Obtain a job in the public health nutrition field and use skills to promote the overall health of individuals. Particularly interested in a specification in research and nutritional policies.

CORE COMPETENCIES

- Work well as an individual contributor and team player with natural leadership ability
- Self-motivated, multi-tasking, fast paced worker who performs under pressure and able to meet deadlines
- Strong customer focus with outstanding communication and presentation skills
- Problem solver with excellent reasoning, logic, and critical thinking skills
- Able to convey concepts through distinguished public speaking skills and motivational interviewing techniques

EDUCATION AND CERTIFICATIONS

Bachelor's of Science
Public Health - Nutrition
Minor of Business Management

- Keene State College, Keene, NH
- Cum Laude
- ServSafe certification
- Early Sprouts certification

Professional and Educational Implementation

- Practicum
- Lead a community wellness educational lesson for seventh and eighth grade students
- Coordinated a meal at the college dining commons for three thousand people
- Research experience

TECHNICAL SKILLS

- Proficient in a variety of operating systems including Windows, Mac OS X and IOS
- Experience with a wide array of Microsoft technologies including Microsoft Excel, Word, PowerPoint and Outlook
- Working knowledge of SAP Concur Technologies
- Experience designing in Canva

VOLUNTEER EXPERIENCE

- Hundred Nights Homeless Shelter
- Outfitters Second Hand Shop
- Taught summer classes for two consecutive years
- Over one hundred volunteer hours in the past six years
- Observed multiple appointments at the WIC Nutrition Office - Manchester, NH and Keene, NH

PROFESSIONAL EXPERIENCE

Nutrition, Feeding & Swallowing Program Coordinator — **Oct 2018 - Present**
Amoskeag Health — *Manchester, NH*

- Responsible for overseeing the day to day operations of the Nutrition, Feeding & Swallowing program
- Analyze medical records and works with patients to determine present conditions and program eligibility
- Coordinate the appropriate level of pediatric care
- Adheres to HIPAA (Health Insurance Portability and Accountability Act) guidelines
- Work to design, conduct and integrate outcomes of quality assurance activities into program operations; prepare annual report
- Professionally address programmatic feedback and/or complaints from key stakeholders and patients
- Supervise the Nutrition Network Program Assistant

Student Dietitian — **Feb 2018 – Apr 2018**
Keene State College — *Keene, NH*

- Confidently used the nutrition care process and collected anthropometrics, biochemical data, food and nutrition related history, client history and physical findings
- Assessed patient's nutritional status, developed plans of care and evaluated outcomes using Nutrition Diagnosis Statements (PES and ADIME)
- Accurately calculated nutrition prescriptions including calories, macronutrient and fluid needs
- Provided appropriate nutritional education
- Identified appropriate nutritional risk of patients and intervened based on established criteria such as the Nutrition Diagnostic Terminology

BROOKE CORMIER

bcormier@amoskeaghealth.org

PROFESSIONAL SUMMARY

Results-driven and detail-oriented professional in special medical services and behavioral health medical billing with extensive experience in administrative support. Highly adaptable and skilled communication specialist with extensive experience in planning, organizing and scheduling logistics.

AREAS OF EXPERTISE

- ✓ AthenaOne Scheduling Patient Registration
- ✓ Medical Record Management
- ✓ Encounter Billing Submission
- ✓ Interagency Data Reporting
- ✓ AthenaOne Claim Creation
- ✓ Relationship Building
- ✓ Administrative Team Collaboration
- ✓ Patient Encounter Tracking
- ✓ Insurance Verification

PROFESSIONAL EXPERIENCE

Billing and Reimbursement Specialist, *Amoskeag Health Special Medical Programs, NH* | October 2022 – Present

Provide administrative and billing support to the Nutrition, Feeding, and Swallowing program, ensuring efficient service delivery and reimbursement for children with nutritional and feeding challenges. Responsibilities include managing patient records, investigating insurance coverage, submitting billing, and collaborating with both internal and external teams to ensure timely delivery of high-quality services while increasing insurance reimbursements.

- Enter and maintain patient information, manage billing processes, and track visit utilization. Collaborate with providers and external entities to ensure proper documentation, service billing, and denial management.

Special Projects Director, Alnoba/Pinnacle Leadership & Team Development, *Kensington, NH* | January 2020 – March 2022

Supported the General Manager of Operations of Alnoba and Pinnacle Leadership Program Managers in coordinating leadership training logistics across 11 facilities, 600 acres of trails and 3 aerial ropes courses. Managed all aspects of event booking, billing, contract creation and updates. Responsibilities included ensuring smooth execution of weekly trainings and handling special requests to meet client needs and ensure safety.

- Managed and enhanced the outdoor programs offered at Alnoba. Supervised the recruitment, training, and management of the 25 person volunteer docent team to provide engaging and informative tours, ensuring seamless execution of the programs and tours.

PROFESSIONAL REFERENCES

Sue Ford, Waypoint (Richie McFarland Clinical Program Director) 603-303-1639
Bruce Cilley, General Manager Kensington NH Operations Pinnacle Leadership 603-686-1804

Wendy A. Labrecque

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

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

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

Employment History:

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

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

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

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

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

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

Education:

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

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

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

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

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: Amoskeag Health

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Janine Johnson	Feeding & Swallowing Supervisor	$96,314.40	$110,073.60
Elizabeth Dennis	Clinical Supervisor and Nutritionist	$62,192.00	$71,760.00
Sarah Belhumeur	Intake and Referral	$38,727.00	$46,472.40
Brooke Cormier	Biller	$25,954.76	$27,320.80
Wendy Labrecque	Accountant	$1,813.24	$58,023.68
		$0.00	$0.00

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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.dhhs.nh.gov

Lori Weaver
Interim Commissioner

Melissa A. Hardy
Director

June 7, 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 amend an existing contract with Amoskeag Health (VC# 157274), Manchester, NH, for ongoing Comprehensive Nutrition, Feeding and Swallowing Network for Children with Special Health Care Needs services, by exercising a contract renewal option by increasing the price limitation by $1,070,000 from $1,070,000 to $2,140,000 and extending the completion date from June 30, 2023 to June 30, 2025, effective July 1, 2023, upon Governor and Council approval. 25% Federal Funds. 75% General Funds.

The original contract was approved by Governor and Council on June 30, 2021, item #32.

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

05-95-93-930010-51910000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SYS, HHS: DEVELOPMENTAL SVCS DIV, DIV OF DEVELOPMENTAL SERVICES, SPECIAL MEDICAL SERVICES

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	074-500589	Grants for Pub Asst and Relief	93001000	$535,000	$0	$535,000
2023	074-500589	Grants for Pub Asst and Relief	93001000	$535,000	$0	$535,000
2024	074-500589	Grants for Pub Asst and Relief	93001000	$0	$535,000	$535,000
2025	074-500589	Grants for Pub Asst and Relief	93001000	$0	$535,000	$535,000
			Subtotal	**$1,070,000**	**1,070,000**	**$2,140,000**

EXPLANATION

The purpose of this request is for the Contractor to continue to provide comprehensive community based nutrition, feeding and swallowing consultation network services to children with special health care needs (CSHCN). The services involve staff identification, training, and oversight of staff, assessment of the needs of CSHCN. Services also include the planning for and development of safe feeding plans, management of feeding tubes, aspiration management, and consultation. Additionally, this request revises the scope of work to transition eligibility determination for these services from the Contractor to the Department's Bureau of Family Centered Services. Additionally, the Department is requesting to modify data entry requirements.

The Contractor will provide services to children and youth ages from birth to 21 years with special health care needs for whom nutrition concerns have been identified. Nutritional consultation helps ensure their optimal nutrition, growth, and development. In addition, families and caregivers of children and youth with special health care needs will receive swallowing evaluation reports, consultations, and follow up visits that assist them to effectively manage their children's feeding and swallowing issues.

Approximately 1,500 individuals will be served, annually, during State Fiscal Years 2024 and 2025.

The nutrition, feeding and swallowing program delivers family centered, coordinated care with highly competent nutrition providers and feeding and swallowing specialists. Home-based service delivery allows for observations in the child's natural environment, providing a more complete picture of the child and family, and their nutrition, feeding and swallowing concerns. Additionally, the nutrition, feeding and swallowing program provides family centered services to children at locations such as child care programs, schools, physician's offices and outpatient therapy programs. This allows for collaboration between the family, nutrition, feeding and swallowing providers and other providers as well as opportunity to address the child's nutrition, feeding and swallowing concerns in other relevant locations.

The Department will monitor services by reviewing case records, ensuring all requirements are met, and eighty-five percent (85%) of children with special health care needs or their family or guardian, responding to a Department approved survey, will indicate satisfaction with the services provided.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Subsection 1.1 of the original agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval. The Department is exercising its option to renew services for two (2) of the four (4) years available.

Should the Governor and Council not authorize this request, nearly 850 children with special health care needs who are in need of nutritional consultation will lose the services they have in place, or not have access to new services to help assure their optimal nutrition, growth and development. In addition, families and caregivers of up to 650 children and youth with special health care needs will not receive swallowing evaluations, consultations and follow up visits that assist them to effectively manage their children's feeding and swallowing issues.

Area served: Statewide.

Source of Federal Funds: CFDA #93.994, FAIN #B09SM010035 and B0445230.

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

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

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

This Amendment to the Comprehensive Nutrition, Feeding and Swallowing Network for Children with Special Health Care Needs contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Amoskeag Health ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 30, 2021, (Item #32), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17 and Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Subsection 1.1, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and.

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services 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 1.6, Account Number, to read:

   05-95-93-930010-51910000

2. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2025

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

   $2,140,000

4. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director

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

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 item, as specified in Exhibits C-1, Budget through Exhibit C-4, Amendment #1, SFY 2025 Budget.

7. Add Exhibit C-3, Amendment #1, SFY 2024 Budget, which is attached hereto and incorporated by reference herein.

8. Add Exhibit C-4, Amendment #1, SFY 2025 Budget, which is attached hereto and incorporated by reference herein.

DS

5/26/2023

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2023, 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

5/30/2023
Date

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

Amoskeag Health

5/26/2023
Date

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

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

OFFICE OF THE ATTORNEY GENERAL

5/30/2023

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
Comprehensive Nutrition, Feeding and Swallowing Network for Children with Special Health Care Needs

EXHIBIT B
Amendment #1

Scope of Services

1. Statement of Work

1.1 The Contractor must provide comprehensive Nutrition, Feeding and Swallowing Network (NFSN) services statewide to children and youth birth to age twenty-one (21) with special medical needs, as defined in RSA 132:13, II, and their families, whose medical complexity requires highly specialized consultation and treatment from pediatric dietitians and/or feeding and swallowing specialists, jointly referred to herein as service provider specialists.

1.2 The Contractor must ensure services are available statewide.

1.3 The Contractor must ensure that delivery of services comply with any state of emergency declaration, with approval from the Department.

1.4 For the purposes of this agreement, all references to days must mean business days.

1.5 The Contractor must provide all services in accordance with all applicable legislative and programmatic requirements, including New Hampshire Administrative Rule He-M 500, Developmental Services, Part 520, Children's Special Medical Services, which includes, but is not limited to, rules pertaining to:

1.5.1 Program eligibility.

1.5.2 Services provided.

1.5.3 Limitation of services.

1.5.4 Appeals.

1.5.5 Waivers.

1.6 The Contractor must maintain compliance with applicable federal and state regulations, policies, and procedures set forth by the Department.

1.7 The Contractor must confirm eligibility and active enrollment with the Department, prior to the intake process and provision of services.

1.8 The Contractor must ensure the intake process is conducted using the comprehensive NFSN Screening Tool, and:

1.8.1 Assessment visits (encounters) are conducted at a time and place of the family's choice, face-to-face or via telehealth; and

1.8.2 Referrals are processed from agencies in coordination with the Department, which must include, but are not limited to:

1.8.2.1 Families.

1.8.2.2 Healthcare providers.

1.8.2.3 Community-based agencies.

1.8.2.4 Primary or specialty care medical providers.

1.8.2.5 Family Centered Early Supports and Services (FCESS).

1.8.2.6 Schools and daycare programs.

1.8.2.7 United States Department of Agriculture, Food and Nutrition Service, Special Supplemental Nutrition Program for Women, Infants, and Children (WIC).

1.9 The Contractor must provide home or community-based assessments, intervention recommendations, and ongoing monitoring of the growth and health status of children and youth accepted for services by the comprehensive NFSN and the Bureau for Family Centered Services (BFCS), including, but not limited to:

1.9.1 Providing specialized assistance from:

1.9.1.1 Pediatric dietitians;

1.9.1.2 Speech and language pathologists; and

1.9.1.3 Occupational therapists.

1.9.2 Implementing and monitoring on-going strategies for:

1.9.2.1 Feeding skill development;

1.9.2.2 Swallow safety;

1.9.2.3 Improving and monitoring of growth and nutrition status; and

1.9.2.4 Promoting Health Care Coordination to assist families with access to and financing for recommended:

1.9.2.4.1 Supplies;

1.9.2.4.2 Medical equipment;

1.9.2.4.3 Therapeutic tools; and

1.9.2.4.4 Formula.

1.10 The Contractor must oversee the reporting process and review documentation from the service provider specialists for completeness and accuracy.

1.11 The Contractor must:

1.11.1 Ensure that service provider specialists who comprise the NFSN are available for consultation and technical assistance to all Department and community-based coordinators and clinic coordinators.

1.11.2 Develop and maintain educational material, policies and procedures, training material, and a performance evaluation plan, and collaborate with other agencies as needed.

1.11.3 Identify an individual who will provide clinical guidance and

competency development to service provider specialists and oversee feeding and swallowing billing and reimbursement.

1.11.4 Identify an individual who will be available to provide education and consultation at the professional training level, to institutions, and to community service providers.

1.11.5 Ensure each service provider specialist receives support and training, including, but not limited to:

1.11.5.1 On-the-job competency training, including no less than two (2) education and training sessions of no less than eight (8) hours each, which may include, but is not limited mandatory and clinical competency based training.

1.11.5.2 Support with scheduling, designing, analyzing and documenting swallow study reports.

1.11.5.3 On-going support to problem-solve difficult clinical situations.

1.11.5.4 Assistance with reviews and edits of provider documents.

1.11.6 Ensure the required data is entered into the Department's on premise Data System, Special Medical Services (SMS), also known as the SMS Data System, within five (5) business days of receipt or encounter.

1.11.7 Ensure that eligibility and insurance status is confirmed with the Department prior to providing services.

1.11.8 Ensure family participation in the evaluation plan is encouraged.

1.11.9 Ensure NFSN service provider specialists attend program-related Department trainings and meetings.

1.11.10 Ensure referrals are made to other BFCS and community services as appropriate, including, but not limited to:

1.11.10.1 Health Care Coordination.

1.11.10.2 BFCS Nurse Consultation.

1.11.10.3 Child Development Clinic.

1.11.10.4 New Hampshire Family Voices.

1.11.10.5 Complex Care Network (CCN) and CCN Consultation.

1.11.10.6 FCESS.

1.11.10.7 Area Agency for Developmental Services.

1.11.10.8 Hospitals.

1.12 The Contractor must ensure a Clinical Supervisor oversees the reporting process and reviews documentation from the Dietitians, including, but not limited to, reviewing nutrition reports prepared using the Nutrition Care Process format.

1.13 The Contractor must promote family centered care in accordance with the National Academy for State Health Policy (NASHP) National Care Coordination Standards for Children and Youth with Special Health Care Needs (CYSHCN), including:

1.13.1 Engaging in collaborative care planning with Department staff resources, including BFCS Nurse Consultants, Health Care Coordinators, and community-based providers to:

1.13.1.1 Ensure coordination of care;

1.13.1.2 Facilitate interagency referrals;

1.13.1.3 Coordinate joint training and planning for shared clients;

1.13.1.4 Develop Individual Family Service Plans (IFSP); and

1.13.1.5 Develop Safe Eating Plans (SEP).

1.13.2 Providing comprehensive nutrition assessment and planning in consultation with the family that reflects the child and family preferences and goals.

1.14 The Contractor must ensure collaboration with community-based agencies that include, but are not limited to:

1.14.1 Primary care and specialty care physicians.

1.14.2 Schools.

1.14.3 FCESS programs.

1.14.4 Hospitals.

1.14.5 Neo-Natal Intensive Care Units.

1.14.6 Special Care Nurseries.

1.14.7 Pediatric Specialists.

1.14.8 Massachusetts General Hospital/Massachusetts Eye & Ear Infirmary (MEEI) Aerodigestive Clinic.

1.14.9 Women, Infants, and Children (WIC) to:

1.14.9.1 Provide information about the benefits of breastfeeding;

1.14.9.2 Recommend formula and specialty formula as appropriate; and

1.14.9.3 Share nutrition reports with WIC providers, with approval

from the child's family.

1.14.10 Equipment vendors to:

1.14.10.1 Facilitate formula changes, including increases or decreases in volume; and

1.14.10.2 Secure tube-feeding supplies, as needed by families.

1.14.11 Home-care nursing providers to:

1.14.11.1 Develop SEPs; and

1.14.11.2 Coordinate in-home services.

1.14.12 New Hampshire Family Voices (NHFV).

1.14.13 Head Start and early childhood education programs.

1.14.14 Other providers as needed to identify and locate services for children determined to be ineligible for NFSN services.

1.15 The Contractor must maintain office space, and provide services at locations throughout the State, at the convenience of the family, which must include, but not be limited to:

1.15.1 Homes.

1.15.2 Schools.

1.15.3 Provider sites.

1.15.4 Family Resource Centers.

1.15.5 Hospitals.

1.15.6 Area Agencies.

1.15.7 Community Health Centers.

1.16 The Contractor must provide competency training in pediatric feeding and swallowing disorders to families and community-based personnel serving children, including, but not limited to:

1.16.1 Part C Early Intervention programs.

1.16.2 Childcare providers.

1.16.3 School-based personnel.

1.17 The Contractor must review and propose alternative means of service provision including telehealth, when appropriate and it meets the needs of the family.

1.18 The Contractor must ensure attendance at meetings, trainings, and activities as requested by the Department.

1.19 The Contractor must conduct an annual Family Satisfaction Survey and provide the results to the Department.

1.20 The Contractor must maintain a staff that at a minimum includes, but is not limited to:

1.20.1 One (1) Director (.20 FTE).

1.20.2 One (1) Accountant (.0875 FTE).

1.20.3 One (1) Program Biller (.375 FTE).

1.20.4 One (1) Clinical Supervisor (.60 FTE).

1.20.5 One (1) Registered Dietitian (one FTE).

1.20.6 One (1) Intake and Referral Coordinator (.75 FTE).

1.21 The Contractor must adhere to the following staffing requirements:

1.21.1 The Department must be notified in writing within one (1) week of hire of when a new nutrition or feeding and swallowing specialist is hired to work in the program. A resume of the employee must accompany this notification.

1.21.2 In the event of a vacancy in any of the staff positions, the Contractor must immediately recruit for the position and communicate with the Department. This communication must include the following:

1.21.2.1 Name of individual;

1.21.2.2 Last date of employment;

1.21.2.3 Plan for coverage, including the name, phone number, and email for the primary contact during the vacancy; and

1.21.2.4 Copy of communication provided to families and partners announcing the change in staffing.

1.22 The Contractor must make a request in writing to the Department before hiring new program personnel who do not meet the required staff qualifications. The Department may approve a waiver based on the needs of the program and/or the individual's experience and education.

1.23 All health professionals must obtain and maintain a National Provider Identification (NPI) number and credentialing with the Council for Affordable Quality Healthcare (CAQH).

1.24 All Dietitians must obtain, maintain, and provide documentation of a State of New Hampshire Dietetic license.

1.25 Dietitians must have a Bachelor's degree in nutrition science, foods and nutrition, or home economics, or a Master's degree in nutrition science, nutrition education, or public health nutrition, and current Registered Dietitian status in accordance with the Commission on Dietetic Registration of the American Dietetic Association.

1.26 All dietitians, nutrition, and feeding and swallowing specialist providers must:

1.26.1 Obtain, maintain, and provide documentation of professional liability insurance.

1.26.2 Have the appropriate New Hampshire licensure consistent with their clinical preparation.

1.26.3 Hold a Bachelor's degree in a health-related field, or a Master's degree in speech and language therapy or occupational therapy.

1.26.4 Demonstrate knowledge and understanding of anatomy and physiology of the normal swallowing reflex, and how this automatic activity may be impaired or diminished in children with disabilities, which includes:

1.26.4.1 Knowledge of normal growth and development;

1.26.4.2 Knowledge of federal and state legislation regarding service provision to children with disabilities;

1.26.4.3 Knowledge of the education and consultative processes;

1.26.4.4 Ability to organize work, analyze problems and recommend/implement solutions; and

1.26.4.5 Ability to establish and maintain cooperative working relationships with medical, educational and allied health service providers.

1.27 The Contractor must recruit for and maintain a workforce that is culturally, linguistically, racially, and ethnically diverse.

1.28 Prior to start of employment or for volunteer work, the Contractor must, after obtaining signed and notarized authorization from the person or persons for whom information is being sought:

1.28.1 Obtain and verify at least two (2) references for the person;

1.28.2 Submit the person's name for review against the Bureau of Elderly and Adult Services (BEAS) state registry maintained pursuant to RSA 161-F:49;

1.28.3 Submit the person's name for review against the Division for Children, Youth and Families (DCYF) state registry maintained pursuant to RSA 169-C:35;

1.28.4 Complete a criminal records check to ensure that the person has no history of:

1.28.4.1 Felony conviction; or

1.28.4.2 Any misdemeanor conviction involving:

1.28.4.2.1 Physical or sexual assault;

1.28.4.2.2 Violence;

1.28.4.2.3 Exploitation;

1.28.4.2.4 Child pornography;

1.28.4.2.5 Threatening or reckless conduct;

1.28.4.2.6 Theft;

1.28.4.2.7 Driving under the influence of drugs or alcohol; or

1.28.4.2.8 Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer; and

1.28.4.3 Complete a motor vehicles record check to ensure that the person has a valid driver's license; and

1.28.4.4 Submit a signed "Access to SMS/PIH – User Request Form" via email to BFCS@dhhs.nh.gov.

1.29 The Contractor must coordinate a system integrating public and private funding to sustain the availability of specialized feeding and swallowing services to CYSHCN throughout the State that includes, but is not limited to:

1.29.1 Developing and maintaining relationships with third-party insurance payers, including Medicaid, and public health funders.

1.29.2 Developing a system to negotiate and secure reimbursements for feeding and swallowing services, and to serve as the paymaster for the established network of community-based providers' fee-for-service and training activities, that must include, but not be limited to:

1.29.2.1 Ensuring each dietician, occupational therapist, and speech language pathology provider maintains a credential with every insurance carrier that will provide a credential.

1.29.2.2 Billing insurance payers including, but not limited to, Medicaid, for nutrition services through the Contractor's billing department.

1.29.2.3 Checking each claim for accuracy.

1.29.2.4 Adding additional modifiers when needed.

1.29.2.5 Following up with and reaching final resolution for each claim that is:

1.29.2.5.1 Unpaid;

1.29.2.5.2 Partially paid; or

1.29.2.5.3 Not acknowledged as received.

1.29.2.6 Ensuring requests for prior authorization for services are processed and submitted as necessary.

1.29.2.7 Obtaining approval in advance for additional dietary services when required.

1.29.2.8 Submitting requests for rehabilitation services, including, but not limited to, services provide by feeding and swallowing network providers no later than two (2) weeks prior to the start of each month for services scheduled in the coming month; and

1.29.2.9 Obtaining medical orders and insurance prior authorization no less than three (3) days in advance;

1.29.2.10 Completing and submitting insurance claims, including, but not limited to, Medicaid, and billing data each week;

1.29.2.11 Investigating each unpaid claim; and

1.29.2.12 Providing additional information as requested by the insurance payer.

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.

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. Reporting Requirements

3.1 The Contractor must submit an annual reports, site review documents, and performance measures data (e.g. family satisfaction surveys) in accordance with Department guidance.

3.2 The Contractor must submit an annual report using a template provided by the Department, which includes, but is not limited to:

3.2.1 Results of annual satisfaction survey.

3.2.2 Performance measures.

3.2.3 Success stories as result of services provided.

3.2.4 Quality assurance and improvement activities.

3.2.5 Qualitative and quantitative information relative to outcomes.

3.2.6 Overall progress toward program goals.

3.2.7 Future plans or goals.

3.3 The Contractor must ensure data is entered, documents uploaded, and case records are maintained in the Department's on premise Data System, Special Medical Services (SMS), also known as the SMS Data System, within five (5) business days of receipt of information of an encounter, as required by the Department, which must include, but not be limited to:

3.3.1 Discharge information.

3.3.2 Encounters, assessments of needs and individual's goals, referrals, and encounter/progress notes.

3.3.3 Uploading of documents, including, but not limited to:

3.3.3.1 BFCS Application for Services.

3.3.3.2 Assessments.

3.3.3.3 DLTSS-BFCS Authorization for Release of Protected Health and Education Information to BFCS.

3.3.3.4 Waiver requests and approvals, if applicable.

3.3.3.5 NFS Reports that include, but are not limited to, service plans.

3.3.3.6 Evaluations.

3.3.4 Medical records on each recipient of services, as applicable.

3.3.5 The Department may request additional information at any time during the contract period.

3.4 Department Owned Devices, Systems and Network Usage

3.4.1 If Contractor staff are authorized by the Department's Information Security Office to access the Department's network in the fulfilment of this Agreement, the Contractor must:

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

3.4.1.2 Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including but

not limited, to personal or other private and non-Department use; and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;

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

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

4. Performance Measures

4.1 The Department will monitor performance of the Contractor by reviewing responses to an annual Department-approved survey, indicating that eighty-five percent (85%) of CSHCN or their family or guardian responding indicate satisfaction with services they received.

4.2 The Contractor must collaborate actively and regularly with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

4.3 The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.

4.4 Where applicable, the Contractor must collect and share data with the Department in a format specified by the Department.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

5.1.1. The 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.

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

5.2.1. 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.

5.3. Credits and Copyright Ownership

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

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

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

5.3.3.1. Brochures.

5.3.3.2. Resource directories.

5.3.3.3. Protocols or guidelines.

5.3.3.4. Posters.

5.3.3.5. Reports.

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

5.4. Operation of Facilities: Compliance with Laws and Regulations

5.4.1. 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.

5.5. Eligibility Determinations

5.5.1. 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.

5.5.2. 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.

5.5.3. 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.

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

6. Records

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

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

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

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

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

6.2. 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.

Exhibit C-3, Amendment #1, SFY 2024 Budget

New Hampshire Department of Health and Human Services	
Contractor Name:	*Amoskeag Health*
Budget Request for:	*Comprehensive Nutrition, Feeding and Swallowing Network for Children with Special Health Care Needs*
Budget Period	*SFY 2024 (July 1, 2023 through June 30, 2024)*
Indirect Cost Rate (If applicable)	10.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$376,193
2. Fringe Benefits	$96,870
3. Consultants	$1,251
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$1,500
6. Travel	$8,500
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$200
8. (c) Other - Other (specify below)	
Telephone	$600
Postage	$350
Interpreter Services	$900
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$486,364
Total Indirect Costs	$48,636
TOTAL	$535,000

Contractor Initials DS

5/26/2023

Date

Exhibit C-4, Amendment #1, SFY 2025 Budget

New Hampshire Department of Health and Human Services	
Contractor Name:	*Amoskeag Health*
Budget Request for:	*Comprehensive Nutrition, Feeding and Swallowing Network for Children with Special Health Care Needs*
Budget Period	*SFY 2025 (July 1, 2024 through June 30, 2025)*
Indirect Cost Rate (if applicable)	10.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$378,269
2. Fringe Benefits	$97,404
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$300
6. Travel	$8,500
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$200
8. (c) Other - Other (specify below)	
Telephone	$600
Postage	$350
Interpretor Services	$741
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$486,364
Total Indirect Costs	$48,636
TOTAL	$535,000

Contractor Initials DS

5/26/2023

Date

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

Lori A. Shibinette
Commissioner

Deborah D. Scberts
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

June 10, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into a contract with Amoskeag Health (VC#157274), Manchester, NH, in the amount of $1,070,000 for Comprehensive Nutrition, Feeding and Swallowing Network for Children with Special Health Care Needs services with the option to renew for up to four (4) additional years, effective July 1, 2021 or upon Governor and Council approval, whichever is later, through June 30, 2023. 25% Federal Funds. 75% General Funds.

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

05-95-93-930010-5191 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DEVELOPMENTAL SVCS DIV, DIV OF DEVELOPMENTAL SERVICES, SPECIAL MEDICAL SERVICES

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	074-500585	Grants for Pub Asst and Relief	93001000	$535,000
2023	074-500585	Grants for Pub Asst and Relief	93001000	$535,000
			Total	$1,070,000

EXPLANATION

The purpose of this request is for the Contractor to provide comprehensive community-based nutrition, feeding and swallowing consultation network services to children with special health care needs. Nutrition, feeding and swallowing services include, but are not limited to the identification, training, and oversight of staff; intake, assessment, and eligibility determination; planning for safe feeding plans, management of feeding tubes, and aspiration management; and consultations.

The Contractor will provide services to children and youth ages from birth to 21, with special health care needs for whom nutrition concerns have been identified, including nutritional

consultation to help ensure their optimal nutrition, growth and development. In addition, families and caregivers of children and youth with special health care needs will receive swallowing evaluation reports, consultations and follow up visits that assist them to effectively manage their children's' feeding and swallowing issues.

Approximately 1,550 and their families will be served from July 1, 2021 to June 30, 2023.

The nutrition, feeding and swallowing program delivers family centered coordinated care with highly competent nutrition providers and feeding and swallowing specialists. Home- based service delivery allows for observations in the child's natural environment, providing a more complete picture of the child, family and their nutrition, feeding and swallowing concerns. Recommendations are tailored to the unique family environment, taking into account family dynamics (child/sibling, parent (guardian)/child interactions), meal and snack schedules, and family meal culture. Recommendations on reading labels can be conducted from foods within the family's own pantry or refrigerator. Personalized tube feeding instructions and problem solving for formula or blended tube feeding can be demonstrated. There is an opportunity to reinforce recommendations for mealtime or snacks routines, easing the sense of being overwhelmed by information, which families can experience at a regular visit to a provider's office or clinic.

Additionally, the nutrition, feeding and swallowing program provides family centered services to children at locations such as day care, school, physician's offices and outpatient therapy programs. This allows for collaboration between the family, nutrition, feeding and swallowing providers and other providers as well as opportunity to address the child's nutrition, feeding and swallowing concerns in other relevant locations. The nutrition, feeding and swallowing program has had the opportunity to help expand access to specialty care services statewide, and ensure that children with special health care needs have access to trained clinicians who provide assessment and service recommendations for interventions to address feeding and swallowing issues that negatively impact their health and welfare.

In addition, this network provides training and consultation to hospital radiology departments to ensure that their provision of swallow studies for pediatric patients addresses the unique needs and factors attributable to children. This is important since many providers in these facilities have only been trained for provision of adult services. Other provider groups may also access these expert clinicians including school personnel, early intervention providers, health care coordinators and nutritionists.

The Department will monitor contracted services using the following performance measures:

- 90% of parents or guardians who respond to an annual Family Satisfaction Survey, report satisfaction.
- 100% of children with special health care needs served will have individual treatment plans developed.
- 100% of feeding and swallowing services provided shall be billed to private insurance company, a managed care organization (MCO), or New Hampshire Medicaid, as is applicable.
- 100% of client visit records shall include documentation of progress towards outcome measures.
- 100% of swallow studies conducted will be analyzed and consultation will be provided to families of children with special health care needs.
- 100% of all CYSHSN served will be provided necessary medical management and accommodations that allow for safe eating and drinking at home, day care, and school.

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 2/1/2021 through 3/1/2021. The Department received one (1) response that was reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.1 of the attached contract, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, nearly 950 children with special health care needs who are in need of nutritional consultation will lose the services they have in place, or not have access to new services to help assure their optimal nutrition, growth and development. In addition, families and caregivers of up to 600 children and youth with special health care needs will not receive swallowing evaluations, consultations and follow up visits that assist them to effectively manage their children's' feeding and swallowing issues.

Area served: Statewide

Source of Funds: 25% Federal Funds CFDA #93.994, FAIN # B09SM010035, 75% General Funds.

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Scoring Sheet

Comprehensive Nutrition, Feeding and Swallowing Network	RFP-2022-DLTSS-04-COMPR
RFP Name	RFP Number

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Amoskeag Health		350	301
		350	0
		350	0
		350	0
		350	0
		350	0
		350	0

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

Subject: Comprehensive Nutrition, Feeding and Swallowing Network for Children with Special Health Care Needs (RFP-2022-DLTSS-04-COMPR)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Amoskeag Health		1.4 Contractor Address 145 Hollis St. Manchester, NH 03101	
1.5 Contractor Phone Number (603) 626-9500	1.6 Account Number 05-095-093-930010-519100000-074-500585	1.7 Completion Date June 30, 2023	1.8 Price Limitation $1,070,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: [signature] Date: 6/3/2021		1.12 Name and Title of Contractor Signatory Kris McCracken President/CEO	
1.13 State Agency Signature DocuSigned by: Deborah D. Scheetz Date: 6/3/2021		1.14 Name and Title of State Agency Signatory Deborah D. Scheetz Director Division of Long Term Supports and Servic	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: [signature]		On: 6/9/2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS

Date 6/3/2021

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials: DS

Date: 6/3/2021

New Hampshire Department of Health and Human Services
Comprehensive Nutrition, Feeding and Swallowing Network for Children with Special Health Care Needs

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

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

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

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

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide services in this Agreement to children and youth from birth to age twenty-one (21) with special medical needs as defined in RSA 132-13 II, and their families, whose medical complexity requires highly specialized consultation and treatment from pediatric dieticians and feeding/swallowing providers.

1.2. The Contractor shall ensure services are available statewide.

1.3. The Contractor shall ensure that delivery of services complies with a state of emergency declaration, including adjustments for delivery of services during the current pandemic state of emergency, with approval from the Department.

1.4. For the purposes of this Agreement, all references to days shall mean business days.

1.5. The Contractor shall provide all services in accordance with New Hampshire Administrative Rule He-M 500 Developmental Services, Part 520, Children's Special Medical Services, which includes requirements for:

1.5.1. Program eligibility.

1.5.2. Services provided.

1.5.3. Financial eligibility.

1.5.4. Payment for health-related services.

1.5.5. Limitation of services.

1.5.6. Appeals.

1.5.7. Waivers.

1.6. The Contractor shall ensure eligibility determinations are completed prior to the provision of services.

1.7. The Contractor shall ensure the intake process is conducted using the comprehensive Nutrition, Feeding and Swallowing Network (NFSN) Screening Tool, and:

1.7.1. Assessment visits are conducted at a time and place of the family's choice; and

1.7.2. Referrals are processed from agencies, which shall include, but are not limited to:

1.7.2.1. Families.

1.7.2.2. Community agencies.

1.7.2.3. Primary or specialty care medical providers.

1.7.2.4. Family Centered Early Supports and Services.

1.7.2.5. Health Care Coordinators.

1.7.2.6. Partners in Health.

1.7.2.7. Schools and daycares.

1.7.2.8. United States Department of Agriculture, Food and Nutrition Program, Special Supplemental Nutrition Program for Women, Infants, and Children (WIC).

1.8. The Contractor shall provide home or community-based assessments, intervention recommendations, and ongoing monitoring of the growth and health status of children and youth accepted for services by the comprehensive Nutrition, Feeding and Swallowing Network (NFSN) and the Bureau for Family Centered Services (BFCS), including, but not limited to:

1.8.1. Providing specialized assistance from:

1.8.1.1. Pediatric dietitians;

1.8.1.2. Speech and language pathologists; and

1.8.1.3. Occupational therapists.

1.8.2. Implementing and monitoring on-going strategies for:

1.8.2.1. Feeding skill development;

1.8.2.2. Swallow safety;

1.8.2.3. Improving and monitoring of growth and nutrition status, and

1.8.2.4. Securing access to and financing for recommended:

1.8.2.4.1. Supplies;

1.8.2.4.2. Medical equipment;

1.8.2.4.3. Therapeutic tools; and

1.8.2.4.4. Formula.

1.9. The Contractor shall oversee the reporting process and review notes from the Feeding and Swallowing Specialists for completeness and accuracy.

1.10. The Contractor shall ensure:

1.10.1. Pediatric Dietitians, and Feeding and Swallowing Specialists (FSS) that comprise the NFSN are available for consultation and technical assistance to all Department and community-based coordinators and clinic coordinators.

1.10.2. Nutrition, Feeding and Swallowing Network's Program Manager and Clinical Supervisor that comprise the NFSN develop and maintain

educational material, policies and procedures, training material, an evaluation plan, and collaborate with other agencies as needed.

1.10.3. The Program Manager shall provide clinical guidance and competency development to FSS and oversee Feeding and Swallowing billing and reimbursement.

1.10.4. The Program Manager shall provide education and consultation at the professional training level, to institutions, and to community service providers

1.10.5. FSS receive support and training including, but not limited to:

1.10.5.1. On-the-job competency training, including no less than two (2) education and training sessions of no less than eight (8) hours each, which may include, but is not limited mandatory and clinical competency based training.

1.10.5.2. Support with scheduling, designing, analyzing, and documenting swallow study reports.

1.10.5.3. On-going support to problem-solve difficult clinical situations.

1.10.5.4. Assistance with reviews and edits of provider documents.

1.10.6. Intake processes include:

1.10.6.1. Entering data;

1.10.6.2. Checking the health insurance status of applicants;

1.10.6.3. Collecting key information from the referral source;

1.10.6.4. Assigning clinical caseloads by geographical region, in alignment with Family Centered Early Supports and Services regions; and

1.10.6.5. Encouraging family participation in the evaluation plan;

1.10.7. Dieticians and FSS associated with the NFSN attend NFSN Program and Training Meetings.

1.10.8. Referrals are made to other BFCS and community services as appropriate including, but not limited to:

1.10.8.1. Health Care Coordination.

1.10.8.2. Partners in Health.

1.10.8.3. Child Development Clinic.

1.10.8.4. New Hampshire Family Voices.

1.10.8.5. Complex Care Clinic and Consultation.

1.10.8.6. Family Centered Early Supports and Services.

1.10.8.7. Area Agency for Developmental Services.

1.10.8.8. Hospitals.

1.10.9. The Clinical Supervisor or Program Manager oversees the reporting process and reviews notes from the Dietitians; including, but not limited to, reviewing nutrition reports prepared using the Nutrition Care Process format.

1.11. The Contractor shall collaborate with the Department and community-based agencies to:

1.11.1. Ensure coordination of care;

1.11.2. Facilitate interagency referrals;

1.11.3. Coordinate joint training and planning for shared clients;

1.11.4. Develop Individual Family Service Plans (IFSP);

1.11.5. Develop Safe Eating Plans (SEP); and

1.11.6. Coordinate with Family Centered Early Support and Services (FCESS).

1.12. The Contractor shall ensure collaboration with community-based agencies that include, but are not limited to:

1.12.1. Primary care and specialty care physicians.

1.12.2. Schools.

1.12.3. Family Centered Early Supports and Services (FCESS) programs.

1.12.4. Dartmouth Hitchcock Medical Center.

1.12.5. Elliot Hospital.

1.12.6. Southern New Hampshire Medical Center Neo-Natal Intensive Care Unit.

1.12.7. Special Care Nursery at Concord Hospital.

1.12.8. Special Care Nursery at Wentworth-Douglas Hospital.

1.12.9. Elliot Pediatric Specialties.

1.12.10. Children's Hospital at Dartmouth, Department of Gastroenterology.

1.12.11. Massachusetts General Hospital/Massachusetts Eye & Ear Infirmary (MEEI) Aerodigestive Clinic.

1.12.12. Plymouth Pediatric Group.

1.12.13. Laconia Family Resource Center.

1.12.14. Androscoggin Valley Hospital.

1.12.15. Gorham Learning Center.

1.12.16. WIC to:

1.12.16.1. Provide information about the benefits of breastfeeding;

1.12.16.2. Recommend formula and specialty formula as appropriate; and

1.12.16.3. Share nutrition reports with WIC providers, with approval from the child's family.

1.12.17. Equipment vendors to:

1.12.17.1. Facilitate formula changes, including increases or decreases in volume; and

1.12.17.2. Secure tube feeding supplies, as needed by families.

1.12.18. Home-care nursing providers to:

1.12.18.1. Develop SEPs; and

1.12.18.2. Coordinate in-home services.

1.12.19. New Hampshire Family Voices (NHFV).

1.12.20. Head Start programs.

1.12.21. Other providers as needed to identify and locate services for children determined to be ineligible for CNFSN services.

1.13. The Contractor shall maintain office space and provide services at locations throughout the State, which shall include, but are not limited to:

1.13.1. Family Resource Centers.

1.13.2. Hospitals.

1.13.3. Area Agencies.

1.13.4. Community Health Centers.

1.14. The Contractor shall provide competency training in pediatric feeding and swallowing disorders to families and community-based personnel serving children, including but not limited to Part C Early Intervention programs, childcare providers, and school-based personnel.

1.15. The Contractor shall review and propose alternative means of service provision should there be an unmet need identified for a specific population of CSHCN.

1.16. The Contractor ensure attendance at meetings and activities as assigned by the BFCS Administrator or designee.

1.17. The Contractor shall conduct an annual Family Satisfaction Survey, and

provide the results to the Department.

1.18. The Contractor shall publish a newsletter no less than twice each year, and distribute it in electronic or printed form to community partners and other organizations, with approval from the Department.

1.19. The Contractor shall maintain the following staff::

1.19.1. One (1) Director (.20 FTE);

1.19.2. One (1) Accountant (.0875 FTE);

1.19.3. One (1) Program Support (.70 FTE);

1.19.4. One (1) Program Biller (.375 FTE);

1.19.5. One (1) Clinical (Nutrition) Supervisor (.60 FTE);

1.19.6. One (1) Registered Dietitian (1 FTE); and

1.19.7. One (1) Intake and Referral (Coordinator) Specialist (.75 FTE).

1.20. The Contractor shall adhere to the following staffing requirements:

1.20.1. The Department must be notified in writing within one (1) week of hire of when a new Pediatric Dietitian or FSS is hired to work in the program. A resume of the employee must accompany this notification.

1.20.2. In the event of a vacancy in any of the staff positions, the Contractor shall immediately recruit for the position.

1.20.3. The Contractor shall make a request in writing to the Department before hiring new program personnel that do not meet the required staff qualifications. A waiver may be granted based on the needs of the program and/or the individual's experience and education.

1.20.4. All Dietitians must obtain, maintain, and provide documentation of a State of New Hampshire Dietetic license.

1.20.5. FSS shall have the appropriate New Hampshire licensure consistent with their clinical preparation.

1.20.6. All health professionals must obtain and maintain a National Provider Identification (NPI) number and credentialing with the Council for Affordable Quality Healthcare (CAQH).

1.20.7. Dietitians must have a Bachelor's degree in nutrition science, foods and nutrition, or home economics, or a Master's degree in nutrition science, nutrition education or public health nutrition, and current Registered Dietitian status in accordance with the Commission on Dietetic Registration of the American Dietetic Association.

1.20.8. All Dietitian providers and Feeding and Swallowing Specialists must obtain, maintain, and provide documentation of professional liability insurance.

1.20.9. Feeding and Swallowing Specialists must have a Bachelor's degree in a health-related field, or a Master's degree in speech and language therapy or occupational therapy.

1.20.10. Feeding and Swallowing Specialists must have knowledge and understanding of anatomy and physiology of the normal swallowing reflex, and how this automatic activity may be impaired or diminished in children with disabilities, which includes:

1.20.10.1. Knowledge of normal growth and development;

1.20.10.2. Knowledge of federal and state legislation regarding service provision to children with disabilities;

1.20.10.3. Knowledge of the education and consultative processes;

1.20.10.4. Ability to organize work, analyze problems and recommend/implement solutions; and

1.20.10.5. Ability to establish and maintain cooperative working relationships with medical, educational and allied health service providers.

1.20.11. The Contractor shall recruit for and maintain a workforce that is culturally, linguistically, racially, and ethnically diverse.

1.20.12. Prior to making an offer of employment or for volunteer work, the Contractor shall, after obtaining signed and notarized authorization from the person or persons for whom information is being sought:

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

1.20.12.2. Submit the person's name for review against the Bureau of Elderly and Adult Services (BEAS) state registry maintained pursuant to RSA 161-F:49;

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

1.20.12.4. Complete a criminal records check to ensure that the person has no history of:

1.20.12.4.1. Felony conviction; or

1.20.12.4.2. Any misdemeanor conviction involving:

1.20.12.4.2.1. Physical or sexual assault;

1.20.12.4.2.2. Violence;

1.20.12.4.2.3. Exploitation;

1.20.12.4.2.4. Child pornography;

1.20.12.4.2.5. Threatening or reckless conduct;

1.20.12.4.2.6. Theft;

1.20.12.4.2.7. Driving under the influence of drugs or alcohol; or

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

1.20.12.5. Complete a motor vehicles record check to ensure that the person has a valid driver's license.

1.20.13. Unless the Contractor requests and obtains a waiver from the Department, it will not hire any individual or approve any individual to act as a volunteer if:

1.20.13.1. The individual's name is on the BEAS or DCYF state registry; or

1.20.13.2. The individual has a record of a felony conviction.

1.21. The Contractor shall coordinate a system integrating public and private funding to sustain the availability of specialized feeding and swallowing services to CYSHCN throughout the State which includes, but is not limited to:

1.21.1. Developing and maintaining relationships with third-party insurance payers and public health funders.

1.21.2. Developing a system to negotiate and secure reimbursements for feeding and swallowing services, and serve as the paymaster for the established network of community-based providers' fee-for-service and training activities, that must include, but is not limited to:

1.21.2.1. Ensuring each dietician, occupational therapist, and speech language pathology provider maintains a credential with every insurance carrier that will provide a credential.

1.21.2.2. Billing insurance payers for nutrition services through the Contractor's billing department, and:

1.21.2.2.1. Checking each claim for accuracy;

1.21.2.2.2. Adding additional modifiers when needed;

1.21.2.2.3. Following up with and reaching final resolution for each claim that is:

1.21.2.2.4. Unpaid;

1.21.2.2.5. Partially paid; or

1.21.2.2.6. Not acknowledged as received.

1.21.2.3. Ensuring requests for prior authorization for services are processed and submitted as necessary;

1.21.2.4. Obtaining approval in advance for additional dietary services when required;

1.21.2.5. Submitting requests for rehabilitation services, including, but not limited to, services provide by feeding and swallowing network providers no later than two (2) weeks prior to the start of each month for services scheduled in the coming month; and

1.21.2.5.1. Obtaining medical orders and insurance a prior authorization no less than three (3) days in advance;

1.21.2.5.2. Completing and submitting insurance clams and billing data each week;

1.21.2.5.3. Investigating each unpaid claim; and

1.21.2.5.4. Providing additional information as requested by the insurance payer.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

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

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

3. Reporting Requirements

3.1. The Contractor shall submit an annual report using the Department's template, which includes, but is not limited to:

3.1.1. Quality assurance activities, including, but not limited to:

3.1.1.1. A summary of Family Satisfaction Survey results that includes:

3.1.1.1.1. Percentage of families rating the Contractor's expertise as extremely helpful or very helpful ;

3.1.1.1.2. Percentage of families rating the Contractor's recommendations as extremely helpful or very helpful;

3.1.1.1.3. Percentage of families rating the Contractor's ability to collaborate with other providers as very good or extremely good; and

3.1.1.1.4. Percentage of families indicating it is very important or extremely important to be seen at home.

3.1.2. Progress made and efforts undertaken to meet goals and objectives for each activity or service funded in quantitative terms, including statistical measures for evaluating successful outcomes.

3.1.3. Overall progress toward program goals and supporting statistical information including, but not limited to:

3.1.3.1. A status report or final results from the FSN Outcome Study; and

3.1.3.2. A status report or final results from the FSN Outcome Study

3.1.4. Program effectiveness, including identified program gaps and a plan to address them.

3.1.5. Future plans or goals, including a narrative report on status of design changes to program model.

3.1.6. Third Party reimbursement funding improvement strategies.

3.1.7. Emerging issues.

3.2. The Contractor shall ensure data is entered, documents uploaded, and case records are maintained in the Department Data System within five (5) business days of receiving the data which shall include, but not be limited to:

3.2.1. The demographic characteristics of each client receiving services, and insurance status.

3.2.2. Enrollment and discharge information.

3.2.3. Encounter and progress notes.

3.2.4. Any problems, obstacles, or hindrances with a plan to address them.

3.2.5. Screening efforts, results, and referrals for further assessment or services.

3.2.6. Documents relevant to each case, including, but not limited to:

3.2.6.1. Applications.

3.2.6.2. Approval, denial and/or discharge letters (when applicable).

3.2.6.3. Medical documentation used for eligibility determination.

3.2.6.4. Referral forms.

3.2.6.5. Releases.

3.2.6.6. NFS Reports that include, but are not limited to treatment/care plans.

3.2.6.7. Waiver requests and approvals (if applicable).

3.2.7. The Department may request additional information at any time during the contract period.

4. Performance Measures

4.1. The Department will monitor performance of the Contractor by reviewing the following annually:

4.1.1. Ninety percent (90%) of CSHCN enrolled in NFSN have evidence of an individual treatment/care plan and/or progress made towards goals in their electronic case record upon annual review by the Department.

4.1.2. Eighty-five percent (85%) of CSHCN or their family or guardian, responding to a Department approved survey, will indicate satisfaction with services provided.

4.1.3. A minimum of seven hundred (700) nutrition visits by licensed dietician(s) provided per year.

4.1.4. A network of a minimum of six (6) feeding and swallowing specialists will visit clients in each of the ten (10) NH counties per year.

4.1.5. A minimum of one thousand one hundred (1,100) visits will be conducted by feeding and swallowing providers per year.

4.1.6. A minimum of one hundred (100) swallow studies that include analysis and relevant follow-up consultation to families of CSHCN will be provided annually.

4.1.7. One hundred percent (100%) of feeding and swallowing encounters by a feeding and swallowing professional will be billed to a private

insurance company, a managed care organization (MCO), or to NH Medicaid, as is applicable

4.2. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

4.3. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.

4.4. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

5.1.1. The 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.

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

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

5.3. Credits and Copyright Ownership

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

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

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

5.3.3.1. Brochures.

5.3.3.2. Resource directories.

5.3.3.3. Protocols or guidelines.

5.3.3.4. Posters.

5.3.3.5. Reports.

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

5.4. Operation of Facilities: Compliance with Laws and Regulations

5.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

6. Records

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

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

6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories,

valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

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

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

EXHIBIT C

Payment Terms

1. This Agreement is funded by:

   1.1. 25%, Federal funds from the Title V Maternal Child Health Block Grant, as awarded on October 26, 2020, by the Health Resources and Services Administration, CFDA #93.994, FAIN #B09SM010035 and FAIN #B0440148.

   1.2. 75% General funds.

2. For the purposes of this Agreement:

   2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.330.

   2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.87.

   2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.

3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-2, Budget.

4. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to bfcs@dhhs.nh.gov, or invoices may be mailed to:

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

6. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

7. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

New Hampshire Department of Health and Human Services
Comprehensive Nutrition, Feeding and Swallowing Network for Children with Special Health Care Needs

EXHIBIT C

8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

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

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

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

12. Audits

12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:

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

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

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

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

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

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

New Hampshire Department of Health and Human Services

Bidder/Program Name: Amoskeag Health

Budget Request for: Comprehensive Nutrition Feeding and Swallowing Network (RFP-2022-DLTSS-04-COMPR)

Budget Period: 7/1/21-6/30/22

Line Item	Total Program Cost: Direct Incremental	Total Program Cost: Indirect Fixed	Total Program Cost: Total	Contractor Share / Match: Direct Incremental	Contractor Share / Match: Indirect Fixed	Contractor Share / Match: Total	Funded by DHHS contract share: Direct Incremental	Funded by DHHS contract share: Indirect Fixed	Funded by DHHS contract share: Total
1. Total Salary/Wages	$ 124,447.00	$ -	$ 124,447.00	$ -	$ -	$ -	$ 124,447.00	$ -	$ 124,447.00
2. Employee Benefits	$ 73,177.00	$ -	$ 73,177.00	$ -	$ -	$ -	$ 73,177.00	$ -	$ 73,177.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300.00	$ -	$ 300.00
6. Travel	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300.00	$ -	$ 300.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -	$ 600.00	$ -	$ 600.00
Postage	$ 312.00	$ -	$ 312.00	$ -	$ -	$ -	$ 312.00	$ -	$ 312.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 700.00	$ -	$ 700.00	$ -	$ -	$ -	$ 700.00	$ -	$ 700.00
12. Subcontracts/Agreements	$ 248,492.00	$ -	$ 248,492.00	$ -	$ -	$ -	$ 248,492.00	$ -	$ 248,492.00
13. Other (specific details mandatory)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Patient Visits	$ 116,350.00	$ -	$ 116,350.00	$ 52,010.00	$ -	$ 52,010.00	$ 64,340.00	$ -	$ 64,340.00
Travel for Patient Visits	$ 5,396.00	$ -	$ 5,396.00	$ -	$ -	$ -	$ 5,396.00	$ -	$ 5,396.00
Community Outreach	$ 888.00	$ -	$ 888.00	$ -	$ -	$ -	$ 888.00	$ -	$ 888.00
North Country Stipend	$ 675.00	$ -	$ 675.00	$ -	$ -	$ -	$ 675.00	$ -	$ 675.00
Regional Nutritionists Training	$ 3,000.00	$ -	$ 3,000.00	$ -	$ -	$ -	$ 3,000.00	$ -	$ 3,000.00
Cultural/Linguistic Support	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300.00	$ -	$ 300.00
Office Equipment/Information Technology	$ 1,700.00	$ -	$ 1,700.00	$ -	$ -	$ -	$ 1,700.00	$ -	$ 1,700.00
Space Allocation	$ 24,761.00	$ -	$ 24,761.00	$ -	$ -	$ -	$ 24,761.00	$ -	$ 24,761.00
Administrative Fee	$ -	$ 52,448.00	$ 52,448.00	$ -	$ 5,781.00	$ 5,781.00	$ -	$ 46,667.00	$ 46,667.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 558,343.00	$ 52,448.00	$ 602,791.00	$ 52,010.00	$ 5,781.00	$ 57,791.00	$ 481,333.00	$ 46,667.00	$ 535,000.00
Indirect As A Percent of Direct		9.53%							

Contractor Initials DS

Date 6/3/2021

New Hampshire Department of Health and Human Services

Bidder/Program Name: Amoskeag Health

Budget Request for: Comprehensive Nutrition Feeding and Swallowing Network (RFP-2022-DLTSS-04-COMPR)

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

Line Item	Total Program Cost: Direct Incremental	Total Program Cost: Indirect Fixed	Total Program Cost: Total	Contractor Share / Match: Direct Incremental	Contractor Share / Match: Indirect Fixed	Contractor Share / Match: Total	Funded by DHHS contract share: Direct Incremental	Funded by DHHS contract share: Indirect Fixed	Funded by DHHS contract share: Total
1. Total Salary/Wages	$ 126,937.00	$ -	$ 126,937.00	$ -	$ -	$ -	$ 126,937.00	$ -	$ 126,937.00
2. Employee Benefits	$ 23,585.00	$ -	$ 23,585.00	$ -	$ -	$ -	$ 23,585.00	$ -	$ 23,585.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300.00	$ -	$ 300.00
6. Travel	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300.00	$ -	$ 300.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -	$ 600.00	$ -	$ 600.00
Postage	$ 312.00	$ -	$ 312.00	$ -	$ -	$ -	$ 312.00	$ -	$ 312.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 200.00	$ -	$ 200.00	$ -	$ -	$ -	$ 200.00	$ -	$ 200.00
12. Subcontracts/Agreements	$ 248,492.00	$ -	$ 248,492.00	$ -	$ -	$ -	$ 248,492.00	$ -	$ 248,492.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Patient Visits	$ 116,350.00	$ -	$ 116,350.00	$ 62,010.00	$ -	$ 62,010.00	$ 54,340.00	$ -	$ 54,340.00
Travel for Patient Visits	$ 5,396.00	$ -	$ 5,396.00	$ -	$ -	$ -	$ 5,396.00	$ -	$ 5,396.00
Community Outreach	$ 888.00	$ -	$ 888.00	$ -	$ -	$ -	$ 888.00	$ -	$ 888.00
North Country Shipping	$ 675.00	$ -	$ 675.00	$ -	$ -	$ -	$ 675.00	$ -	$ 675.00
Regional Nutritionists Training	$ 3,000.00	$ -	$ 3,000.00	$ -	$ -	$ -	$ 3,000.00	$ -	$ 3,000.00
Cultural/Linguistic Support	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300.00	$ -	$ 300.00
Office Equipment/Information Technology	$ 1,200.00	$ -	$ 1,200.00	$ -	$ -	$ -	$ 1,200.00	$ -	$ 1,200.00
Space Allocation	$ 24,761.00	$ -	$ 24,761.00	$ -	$ -	$ -	$ 24,761.00	$ -	$ 24,761.00
Administrative Fee	$ -	$ 52,729.00	$ 52,729.00	$ -	$ 9,015.00	$ 9,015.00	$ -	$ 43,714.00	$ 43,714.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 553,296.00	$ 52,729.00	$ 606,025.00	$ 62,010.00	$ 9,015.00	$ 71,025.00	$ 491,286.00	$ 43,714.00	$ 535,000.00
Indirect As A Percent of Direct		9.53%							

Contractor Initials 03

Date 6/3/2021

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Vendor Name:

DocuSigned by:

6/3/2021
Date

Name: Kris McCracken
Title: President/CEO

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

Vendor Name:

DocuSigned by:

6/3/2021
Date

Name: Kris McCracken
Title: President/CEO

Vendor Initials KM
Date 6/3/2021

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees, by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials DS

Date 6/3/2021

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 (l)(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:

6/3/2021
Date

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

Contractor Initials DS
6/3/2021
Date

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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

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

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

Contractor Name:

DocuSigned by:

6/3/2021

Date

Name: Kris McCracken
Title: President/CEO

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:

DocuSigned by:

6/3/2021
Date

Name: Kris McCracken
Title: President/CEO

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

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

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

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

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

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

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

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

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

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) 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	Amoskeag Health
The State by:	Name of the Contractor
Deborah D. Scheetz	
Signature of Authorized Representative	Signature of Authorized Representative
Deborah D. Scheetz	Kris McCracken
Name of Authorized Representative	Name of Authorized Representative
Director Division of Long Term Supports and Services	President/CEO
Title of Authorized Representative	Title of Authorized Representative
6/3/2021	6/3/2021
Date	Date

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

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

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

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

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

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

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

Contractor Name:

DocuSigned by:
[signature]
Name: Kris McCracken
Title: President/CEO

6/3/2021
Date

FORM A

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

1. The DUNS number for your entity is: 9286649370000

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

   _____ NO _____X_____ YES

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

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

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

   _____ NO _____X_____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

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

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

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

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

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

2. The Contractor must not disclose any Confidential Information in response to a

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

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

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

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

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

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

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

16. The Contractor must ensure that all End Users:

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

    b. safeguard this information at all times.

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

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

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

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