ARC

123

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

NEW HAMPSHIRE HOSPITAL

Lori A. Weaver
Commissioner

Ellen M. Lapointe
Chief Executive Officer

36 CLINTON STREET, CONCORD, NH 03301
603-271-5300 1-800-852-3345 Ext. 5300
Fax: 603-271-5395 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

May 8, 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, New Hampshire Hospital, to enter into a **Sole Source** amendment to an existing contract with National Research Corporation (VC# 455394), Lincoln, NE, for the continued provision of a Legacy Patient Experience Inpatient Behavioral Health Survey and reporting services, by exercising a contract renewal option by increasing the price limitation by $40,000 from $40,000 to $80,000 and extending the completion date from June 30, 2025 to June 30, 2027, effective July 1, 2025, upon Governor and Council approval. 30% General Funds. 70% Other Funds (Intergovernmental Revenues).

The original contract was approved by Governor and Council on July 19, 2023, item #15.

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.

05-95-94-940010-87500000 Health and Social Services, Department of Health and Human Services, HHS: New Hampshire Hospital, New Hampshire Hospital, Acute Psychiatric Services

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	102/500731	Contracts for Prog Svc	94050500	$20,000	$0	$20,000
2025	102/500731	Contracts for Prog Svc	94050500	$20,000	$0	$20,000
2026	102/500731	Contracts for Prog Svc	94050500	$0	$20,000	$20,000
2027	102/500731	Contracts for Prog Svc	94050500	$0	$20,000	$20,000
			Total	**$40,000**	**$40,000**	**$80,000**

EXPLANATION

This request is **Sole Source** because MOP 150 requires all amendments to agreements originally approved as sole source to be identified as sole source. There are no other known vendors that provide specialized and targeted behavioral health patient satisfaction questions. Therefore, the Contractor is the only known vendor able to capture in-patient behavioral health-specific patient satisfaction data, as opposed to general hospital-based patient satisfaction data. This Contractor offers the only known patient experience survey version specifically tailored to inpatient behavioral health settings making it a non-substitutable resource in this context.

This request seeks approval to exercise an available contract renewal option for the continued utilization of the Contractor's Legacy Patient Experience Inpatient Behavioral Health Survey and reporting services at New Hampshire Hospital. This initiative is essential for maintaining high standards in patient-centered care and ensuring the Department can make data-driven decisions based on real-time patient feedback. Approval of this request will enable the Department to maintain a structured, data-driven approach to patient experience assessment, ensuring that policy and operational decisions are informed by real-time, industry-standard feedback mechanisms.

The Contractor's patient experience survey is an industry-leading, standardized tool widely used across healthcare settings to assess and enhance patient satisfaction. Developed by NRC Health, a nationally recognized leader in healthcare experience insights, this survey provides the Department with access to real-time data through the Contractor's Catalyst electronic reporting platform. The capture of this data allows the Department to remain firmly rooted in the uniquely specialized nature of the services provided and their critical importance to the Department's mission of delivering high-quality, patient centered behavioral health care.

Previously, the Department relied on internally developed patient satisfaction surveys at New Hampshire Hospital that lacked benchmarking capabilities and were not based on established best practices. This limited the Department's ability to compare results with other inpatient behavioral health facilities and implement evidence-based improvements effectively. By continuing to utilize the Contractor's survey, the Department ensures alignment with national best practices in patient experience assessment and benefits from NRC Health's extensive benchmarking database, which includes over 75 million healthcare interactions annually.

The Department will continue to monitor services by reviewing reports based on the survey responses. The de-identifiable, aggregate data includes, but is not limited to:

- Reports on metrics based on survey responses;
- Benchmarks against other hospitals providing the same services;
- Role-specific dashboards;
- Provider scorecards including trend, rank and compare, and segmentation; and
- Qualitative analytics using Natural Language Processing.

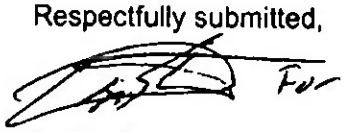
As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the original agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council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

Should the Governor and Council not authorize this request, the Department will lose access to a nationally recognized, best-in-class patient experience survey tool that is essential for continuous quality improvement in behavioral health care. Patients in inpatient behavioral health settings represent some of the most vulnerable individuals within the healthcare system, and it is crucial that the Department maintain access to accurate, real-time, and benchmarked feedback to inform responsive, high-quality care. Without this contract renewal, the Department would be forced to revert to outdated, internally developed survey tools that lack validation, benchmarking capabilities, and alignment with national best practices. This regression would significantly impair the Department's ability to make timely, data-driven decisions, ultimately putting the quality of patient care and satisfaction at risk.

Moreover, discontinuing this contract would place a substantial administrative burden on Department staff, diverting critical resources from direct care and service improvement to survey development, data analysis, and manual reporting, functions currently streamlined through the Contractor's Catalyst platform. The loss of access to NRC Health's extensive benchmarking database and industry insights would further isolate the Department from evolving national standards, reducing its capacity to identify gaps, implement improvements, and optimize resource allocation. At a time when healthcare systems are increasingly expected to deliver measurable, patient-centered outcomes, failure to approve this request would represent a step backward from the Department's strong commitment to data-informed, evidence-based behavioral health care.

Area served: New Hampshire Hospital

Respectfully submitted,



Lori A. Weaver
Commissioner

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

This Amendment to the Legacy Patient Experience Subscription Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and National Research Corporation ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 19, 2023 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

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

   June 30, 2027

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

   $80,000

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

   1. This Agreement is funded by:

      1.1. 31.5% General funds.

      1.2. 68.5% Other funds (Intergovernmental Revenues).

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

   3. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Table C-3 Quarterly Payment Schedule below:

Initial
Contractor Initials
Date 4/23/2025

Table C-3

Quarterly Payment Schedule		
State Fiscal Year	State Fiscal Quarter	Amount
2024	State Fiscal Quarter 1	$5,000
2024	State Fiscal Quarter 2	$5,000
2024	State Fiscal Quarter 3	$5,000
2024	State Fiscal Quarter 4	$5,000
2025	State Fiscal Quarter 1	$5,000
2025	State Fiscal Quarter 2	$5,000
2025	State Fiscal Quarter 3	$5,000
2025	State Fiscal Quarter 4	$5,000
2026	State Fiscal Quarter 1	$5,000
2026	State Fiscal Quarter 2	$5,000
2026	State Fiscal Quarter 3	$5,000
2026	State Fiscal Quarter 4	$5,000
2027	State Fiscal Quarter 1	$5,000
2027	State Fiscal Quarter 2	$5,000
2027	State Fiscal Quarter 3	$5,000
2027	State Fiscal Quarter 4	$5,000

5. Modify Exhibit C, Payment Terms, Section 4.3., to read:

   4.3. Identifies and requests payment in accordance with Section 3 above.

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, 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

4/24/2025
Date

DocuSigned by:
Ellen Lapointe
Name: Ellen Lapointe
Title: Chief Executive Officer

National Research Corporation

4/23/2025
Date

Signed by:
Kirsten Zimmerman
Name: Kirsten Zimmerman
Title: Contracts Counsel

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

OFFICE OF THE ATTORNEY GENERAL

4/24/2025
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:

Docusign Envelope ID: FF470B08-324A-4520-9041-92D30C034119

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 NATIONAL RESEARCH CORPORATION is a Delaware Profit Corporation registered to transact business in New Hampshire on July 26, 2021. 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: **877035**

Certificate Number: **0007149048**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of April A.D. 2025.

David M. Scanlan

Secretary of State

Docusign Envelope ID: FF470B08-324A-4520-9041-92D30C034119

CERTIFICATE OF AUTHORITY

I, Helen Hrdy, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of National Research Corporation.

2. That Ryan Bondegard, VP of Sales Development and Kirsten Zimmerman, Sr. Contracts Counsel,

are duly authorized on behalf of National Research Corporation to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this certificate.

3. I hereby certify that this authority was **valid thirty (30) days prior to and remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 4/3/2025

DocuSigned by:
Helen Hrdy
0582C8BEA7AB44E...

Signature of Elected Officer Name:
Title: COO

Docusign Envelope ID: FF470B08-324A-4520-9041-92D30C034119

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/30/2024

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

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

PRODUCER IMA, Inc. - Kansas City 11350 Switzer Rd, Suite 200 Overland Park KS 66210 License#: PC-1210733	CONTACT NAME: Cert COE PHONE (A/C, No, Ext): 316-267-9221 FAX (A/C, No): E-MAIL ADDRESS: certs@imacorp.com
INSURED National Research Corporation 1245 Q St Lincoln NE 68508 NATIRES-02	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Federal Insurance Company 20281 INSURER B : Vigilant Insurance Company 20397 INSURER C : Lloyd's 15792 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1491801901 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			36039169	12/31/2024	12/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			72592131	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			93646498	12/31/2024	12/31/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B A	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		2571755917 2571837582	12/31/2024 12/31/2024	12/31/2025 12/31/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Cyber Liability			B0146CYUSA2402171	12/31/2024	12/31/2025	Limit	$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder and all other parties required by the contract are included as Additional Insured on the General Liability Policy, if required by written contract or agreement, subject to the policy terms and conditions.

CERTIFICATE HOLDER

State of NH Department of Health and Human Services
129 Pleasant Street
Concord NH 03301-3857

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
Brenda Vincent

© 1988-2015 ACORD CORPORATION. All rights reserved.

Docusign Envelope ID: FF470B08-324A-4520-9041-92D30C034119

ARC

15

Lori A. Weaver
Interim Commissioner

Ellen M. Lapointe
Chief Executive Officer

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
NEW HAMPSHIRE HOSPITAL

36 CLINTON STREET, CONCORD, NH 03301
603-271-5300 1-800-852-3345 Ext. 5300
Fax: 603-271-5395 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 23, 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, New Hampshire Hospital, to enter into a **Sole Source** contract with National Research Corporation (VC #455394), Lincoln, NE, in the amount of $40,000 for the provision of the Contractor's Legacy Patient Experience Inpatient Behavioral Health Survey and Reporting services, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through June 30, 2025. 85% General Funds. 15% Other Funds (Intergovernmental Revenues).

Funds are available in State Fiscal Years 2024 and 2025 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.

05-95-94-940010-87500000 Health and Social Services, Department of Health and Human Services, HHS: New Hampshire Hospital, New Hampshire Hospital, Acute Psychiatric Services

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	102/500731	Contracts. for Prog. Svcs.	94050500	$20,000
2025	102/500731	Contracts. for Prog. Svcs.	94050500	$20,000
			Total	$40,000

EXPLANATION

This request is **Sole Source** because the National Research Corporation (NRC) Health is the only contractor able to provide the necessary services, specifically, capturing in-patient behavioral health-specific patient satisfaction data, as opposed to general hospital-based patient satisfaction data. There are no identified alternative hospital-based patient satisfaction data contractors that provide a specialized and targeted behavioral health patient satisfaction questions such as the NRC provides. The data the Department would receive from non-specialized patient satisfaction contractors would be not be of value or worth the cost of partnering with their service as they are not aligned with the care and treatment received during an in-patient behavioral health stay. In addition, NRC contracts with several other behavioral health inpatient hospitals, including hospital-based behavioral health units in New Hampshire. This alignment supports the Mission Zero initiative of closer statewide behavioral health collaboration aimed at ending emergency

Docusign Envelope ID: FF470B08-324A-4520-9041-92D30C034119

department boarding, as well as the ability to be benchmarked against collaborative partners regarding our metrics. Further, this will assist New Hampshire Hospital in comparing our inpatient psychiatric services against other inpatient behavioral health units and hospitals, and develop Key Performance Indicators (KPIs) to target our biggest areas of opportunity and biggest successes. The Contractor's patient experience survey service is an industry standard that will allow the Department to view survey data in real time on the contractor's electronic catalyst reporting platform. The Department is currently utilizing patient satisfaction surveys created at New Hampshire Hospital, which are not based on best practices or industry standards and are not able to be benchmarked against other inpatient behavioral health settings. The manual process of this data collection is time consuming, and feedback data is not able to be immediately reviewed and acted upon. Utilizing the Contractor for patient experience survey data collection will relieve the Department of compiling and reporting this data using internal resources, and will permit Department personnel to make and implement appropriate best practice recommendations in real time, based on patient feedback.

The Department will monitor services by accessing the Contractor's secure online Catalyst reporting platform to view reports based on the survey responses. This data includes, but is not limited to:

- Reports on metrics based on survey data.
- Benchmarking against other hospitals providing the same services
- Role-specific dashboards.
- Provider scorecards, including trend, rank and compare, and segmentation
- Qualitative analytics using Natural Language Processing

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 agreement, the parties have the option to extend the agreement for up 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, the Department will continue to experience a delay in the collection of timely and accurate information from New Hampshire Hospital patient experience surveys, and will not be able to benchmark our inpatient services against other similar hospitals.

Area served: New Hampshire Hospital.

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

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

Docusign Envelope ID: FF470B08-324A-4520-9041-92D30C034119

DocuSign Envelope ID: D96A022F-65E6-4FD5-8A45-A28EB5A3F5B6

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

Subject: Legacy Patient Experience Subscription Services SS-2024-NHH-02-LEGAC-01

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name National Research Corporation		1.4 Contractor Address 1245 Q Street, Lincoln, NE, 68508	
1.5 Contractor Phone Number 800-388-4264	1.6 Account Number 05-95-94-940010-84000000	1.7 Completion Date 6/30/2025	1.8 Price Limitation $40,000
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Kirsten Zimmerman 173EFDE0035F41D... Date: 6/14/2023		1.12 Name and Title of Contractor Signatory Kirsten Zimmerman Contracts Counsel	
1.13 State Agency Signature DocuSigned by: Ellen Marie Lapointe 40B0B881F0E8420... Date: 6/15/2023		1.14 Name and Title of State Agency Signatory Ellen Marie Lapointe Chief Executive Officer	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino 4B7V84494H0... On: 6/15/2023			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS KZ
Date 6/14/2023

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

Contractor Initials KE

Date 6/14/2023

Docusign Envelope ID: FF470B08-324A-4520-9041-92D30C034119

DocuSign Envelope ID: D96A022F-65E6-4FD5-8A45-A28EB5A3F5B6

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials KE

Date 6/14/2023

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials KE

Date 6/14/2023

New Hampshire Department of Health and Human Services

Legacy Patient Experience Subscription Services

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 if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Legacy Patient Experience Subscription Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must provide their Legacy Patient Experience Inpatient Behavioral Health Survey and Reporting services ("Patient Experience Survey Services"). The Patient Experience Survey services must include, but are not limited to:

1.1.1. Printed patient handout surveys and postage-paid return envelopes as requested by the Department, not to exceed 1,200 printed surveys and envelopes per state fiscal year (SFY).

1.1.2. Collecting information from returned Patient Experience Surveys and assembling the information into reports.

1.1.3. Monthly reports, to be made available to the Department in electronic form. Monthly reports must include, but are not limited to, the aggregate results of all returned surveys from the previous month, including a breakdown of the responses to each of Questions 1 through 48 as indicated in Exhibit B-1, Patient Experience Inpatient Survey.

1.1.4. Customer support, general questions and troubleshooting, Monday through Friday, excluding state and federal holidays, between the hours of 8:30 AM and 5:00 PM ET.

1.1.5. Uploading the anonymous survey responses to the Contractor's secure online reporting platform.

1.1.6. Access to the Contractor's secure online reporting platform based on user-level location access and permissions, including, but not limited to:

1.1.6.1. Reports and analytics.

1.1.6.2. Role-specific dashboards.

1.1.6.3. Provider scorecards, including trend, rank, and compare segmentation.

1.1.6.4. Qualitative analytics using Natural Language Processing.

1.1.6.5. A subscription to receive emailed reports.

1.1.6.6. Goal setting at individual provider and organization-wide levels.

1.1.6.7. Service line benchmarks (inpatient, emergency, outpatient, urgent care, etc.)

1.1.6.8. Access to regional networking events sponsored by the Contractor.

1.1.6.9. An annual invitation to the Contractor's annual health symposium.

1.1.6.10. A subscription to the Contractor's e-newsletters, customer success case studies, white papers, and industry notifications.

1.1.7. The Contractor must ensure the survey does not request personally identifiable information (PII), or protected health information (PHI), so participants feel safe providing honest feedback;

1.1.8. The Contractor must not collect personally identifiable information (PII), or protected health information (PHI), meaning information that would allow for the constructive identification of any individual, and must ensure that there is no reasonable basis to believe the data could be used, along or in combination with, other reasonably available information, by an anticipated recipient to identify an individual who is the subject of the information, or any other state or federally regulated information;

1.1.9. The Contractor must ensure that survey results data are aggregate and de-identified.

1.1.10. The Contractor must share aggregate, non-identifiable survey results with the Department as requested.

1.1.11. The Contractor must ensure aggregate and de-identified data excludes information that would allow for the constructive identification of any individual, meaning that there is no reasonable basis to believe that the data could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.

2. Additional Terms

2.1. Impacts Resulting from Court Orders or Legislative Changes

2.1.1. 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.

2.2. Credits and Copyright Ownership

2.2.1. 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."

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

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

2.2.3.1. Brochures.

2.2.3.2. Resource directories.

2.2.3.3. Protocols or guidelines.

2.2.3.4. Posters.

2.2.3.5. Reports.

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

3. Records

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

3.1.1. 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.

3.1.2. 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.

3.2. 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.

3.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department

retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

Please use the enclosed envelope and mail the completed survey to:
NRC Health
Survey Processing Center
PO BOX 82660
Lincoln, NE 68501-2660
1-800-733-6714

SURVEY INSTRUCTIONS

Please think about the mental health services you got at this hospital during your most recent visit as you provide your best answers to the following questions.

ADMISSION INTO THE HOSPITAL

1. **Were you able to get checked into your room at the hospital in a timely manner?**43710
   ① Yes
   ② No
2. **If you had to wait to go to your room, did someone from the hospital explain the reason for the delay?**43711
   ① No
   ② Yes, somewhat
   ③ Yes, mostly
   ④ Yes, definitely
3. **How organized was the admission process?**43712
   ① Not at all organized
   ② Somewhat organized
   ③ Very organized
   ④ Completely organized

YOUR CARE FROM NURSES

4. **How often did nurses treat you with courtesy and respect?**43713
   ① Never
   ② Sometimes
   ③ Usually
   ④ Always
5. **How often did nurses listen carefully to you?**43714
   ① Never
   ② Sometimes
   ③ Usually
   ④ Always
6. **How often did nurses explain things in a way you could understand?**43715
   ① Never
   ② Sometimes
   ③ Usually
   ④ Always
7. **When you asked for help, how often did you get help as soon as you wanted it?**43716
   ① Never
   ② Sometimes
   ③ Usually
   ④ Always
8. **How often were you able to discuss your worries or concerns with nurses?**43717
   ① Never
   ② Sometimes
   ③ Usually
   ④ Always
   89 Did not have worries/concerns
9. **How often did you have confidence and trust in the nurses treating you?**43718
   ① Never
   ② Sometimes
   ③ Usually
   ④ Always

YOUR CARE FROM DOCTORS

The following five questions ask about doctors who provided your care, but "doctors" include any advanced nurse practitioners or physician assistants you saw during this hospital stay.

10. **How often did doctors treat you with courtesy and respect?**43719
    ① Never
    ② Sometimes
    ③ Usually
    ④ Always
11. **How often did doctors listen carefully to you?**43720
    ① Never
    ② Sometimes
    ③ Usually
    ④ Always

Docusign Envelope ID: FF470B08-324A-4520-9041-92D30C034119

DocuSign Envelope ID: D96A022F-65E6-4FD5-8A45-A28EB5A3F5B6

12. How often did doctors explain things in a way you could understand?43721
    ① Never
    ② Sometimes
    ③ Usually
    ④ Always

13. How often were you able to discuss your worries or concerns with doctors?43722
    ① Never
    ② Sometimes
    ③ Usually
    ④ Always
    -69 Did not have worries/concerns

14. How often did you have confidence and trust in the doctors treating you?43723
    ① Never
    ② Sometimes
    ③ Usually
    ④ Always

MENTAL HEALTH SERVICES

15. How often did the people you saw for counseling or treatment spend enough time with you?43724
    ① Never
    ② Sometimes
    ③ Usually
    ④ Always

16. How often did you feel safe when you were with the people you saw for counseling or treatment?43725
    ① Never
    ② Sometimes
    ③ Usually
    ④ Always

17. Were you given all the information you wanted about what you could do to manage your condition?43726
    ① No
    ② Yes, somewhat
    ③ Yes, mostly
    ④ Yes, definitely

18. Were you given all the information you wanted about different kinds of counseling, support groups or other treatments that are available?43727
    ① No
    ② Yes, somewhat
    ③ Yes, mostly
    ④ Yes, definitely

19. Were you given all the information you wanted about your rights as a patient?43728
    ① No
    ② Yes, somewhat
    ③ Yes, mostly
    ④ Yes, definitely

20. Does your language, race, religion, ethnic background or culture make any difference in the kind of counseling or treatment you need?43729
    ① Yes
    ② No → If No, go to Question 22

21. How often was the care you received responsive to those needs?43730
    ① Never
    ② Sometimes
    ③ Usually
    ④ Always

22. How often did you feel you could refuse a specific type of medicine or treatment?43731
    ① Never
    ② Sometimes
    ③ Usually
    ④ Always

23. How often was your privacy respected?43732
    ① Never
    ② Sometimes
    ③ Usually
    ④ Always

YOUR OTHER EXPERIENCES IN THIS FACILITY

24. How often were your room and bathroom kept clean?43734
    ① Never
    ② Sometimes
    ③ Usually
    ④ Always

25. How often was the area around your room quiet at night?43735
    ① Never
    ② Sometimes
    ③ Usually
    ④ Always

26. Were you given any medicine that you had not taken before?43736
    ① Yes
    ② No → If No, go to Question 30

27. **Before giving you any new medicine, how often did hospital staff tell you what the medicine was for?**43737
    ① Never
    ② Sometimes
    ③ Usually
    ④ Always

28. **Before giving you any new medicine, did the staff ask you about your allergies or other medications you may have been taking?**43738
    ① No
    ② Yes, somewhat
    ③ Yes, mostly
    ④ Yes, definitely

29. **Before giving you any new medicine, how often did hospital staff describe possible side effects in a way you could understand?**43739
    ① Never
    ② Sometimes
    ③ Usually
    ④ Always

30. **How often were the hospital staff consistent with each other in providing you information and care?**43740
    ① Never
    ② Sometimes
    ③ Usually
    ④ Always

31. **How often was there good communication among the hospital staff?**43741
    ① Never
    ② Sometimes
    ③ Usually
    ④ Always

32. **How often was it easy for you to find someone on the hospital staff to talk to about your concerns?**43746
    ① Never
    ② Sometimes
    ③ Usually
    ④ Always

33. **How often did you have enough input or *say* in your care?**43747
    ① Never
    ② Sometimes
    ③ Usually
    ④ Always

34. **Did you want your family or someone close to you to be involved in your care and treatment?**43742
    ① Yes
    ② No → **If No, go to Question 37**

35. **How often was your family or someone close to you able to talk to the doctors treating you?**43743
    ① Never
    ② Sometimes
    ③ Usually
    ④ Always

36. **How often did the hospital staff include your family or someone close to you in discussions about your care?**43744
    ① Never
    ② Sometimes
    ③ Usually
    ④ Always

WHEN YOU LEFT THE HOSPITAL

37. **After you left the hospital, did you go directly to your own home, to someone else's home, or to another facility or location?**43748
    ① Own home
    ② Someone else's home
    ③ Another facility

38. **Did someone from the hospital staff talk with you about whether you would have the help you needed when you left the hospital?**43749
    ① No
    ② Yes, somewhat
    ③ Yes, mostly
    ④ Yes, definitely

39. **Did you get information in writing about what symptoms or health problems to look out for after you left the hospital?**43750
    ① No
    ② Yes, somewhat
    ③ Yes, mostly
    ④ Yes, definitely

40. **Did someone from the hospital staff explain the purpose of the medicines you were to take at home in a way you could understand?**43751
    ① No
    ② Yes, somewhat
    ③ Yes, mostly
    ④ Yes, definitely
    -89 Did not bring home any meds

OVERALL RATING OF HOSPITAL

41. Using any number from 0 to 10, where 0 is the worst hospital possible and 10 is the best hospital possible, what number would you use to rate this hospital? 43752

① 0 Worst hospital possible
① 1
② 2
③ 3
④ 4
⑤ 5
⑥ 6
⑦ 7
⑧ 8
⑨ 9
⑩ 10 Best hospital possible

42. Would you recommend this hospital to your friends and family? 43753

① Definitely no
② Probably no
③ Probably yes
④ Definitely yes

43. Is there anything else you would like to say about the care you received during your stay?

ABOUT YOU

44. In general, how would you rate your overall health? 43754

① Excellent
② Very Good
③ Good
④ Fair
⑤ Poor

45. What is the highest grade or level of school that you have completed? 43755

① 8th grade or less
② Some high school, but did not graduate
③ High school graduate or GED
④ Some college or 2-year degree
⑤ 4-year college graduate
⑥ More than 4-year college graduate

46. Are you of Spanish, Hispanic, or Latino origin or descent? 43756

① No, not Spanish/Hispanic/Latino
② Yes, Puerto Rican
③ Yes, Mexican, Mexican American, Chicano
④ Yes, Cuban
⑤ Yes, other Spanish/Hispanic/Latino

47. What is your race? Please choose one or more. 43757

[1] White
[2] Black or African American
[3] Asian
[4] Native Hawaiian or other Pacific Islander
[5] American Indian or Alaska Native

48. What language do you mainly speak at home? 49796

① English
② Spanish
③ Chinese
④ Russian
⑤ Vietnamese
⑥ Some other language

Thank you for taking the time to complete this questionnaire! Your answers are greatly appreciated.

© NRC Health, All Rights Reserved

New Hampshire Department of Health and Human Services
Legacy Patient Experience Subscription Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 85% General funds.
   1.2. 15% Other funds (Intergovermental Revenues).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Contractor, based on criteria in 2 CFR 200.331.
3. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Table C-3 Quarterly Payment Schedule below:

Table C-3

Quarterly Payment Schedule		
State Fiscal Year	State Fiscal Quarter	Amount
2024	State Fiscal Quarter 1	$5,000
2024	State Fiscal Quarter 2	$5,000
2024	State Fiscal Quarter 3	$5,000
2024	State Fiscal Quarter 4	$5,000
2025	State Fiscal Quarter 1	$5,000
2025	State Fiscal Quarter 2	$5,000
2025	State Fiscal Quarter 3	$5,000
2025	State Fiscal Quarter 4	$5,000

4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the start of the State Fiscal Quarter in which services are provided. The Contractor shall ensure each invoice:
   4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment for allowable costs incurred in the previous month.
   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to NHHFinancial Services@dhhs.nh.gov or mailed to:

Financial Manager
New Hampshire Hospital
36 Clinton Street
Concord, NH 03301

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

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

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

8. Audits

8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

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

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

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

8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform

Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

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

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