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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH

Lori A. Weaver
Commissioner

Iain N. Watt
Director

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August 15, 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 Public Health, to enter into a **Retroactive** contract with the City of Manchester, (VC #177433), Manchester, NH, in an amount not to exceed \$80,062 to increase access to and improve quality of integrated healthcare for women, infants, children, and adolescents, with the option to renew for up to four (4) additional years, effective retroactively to July 1, 2025, upon Governor and Council approval, through June 30, 2027. 14.21% Federal Funds. 85.79% General Funds.

Funds are available in the following accounts for State Fiscal Years 2026 and 2027, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** because additional time was needed due to local administrative needs and approval process timelines for the City of Manchester. The Department delivered the completed contract for signature in May 2025, but the Contractor required approval through an internal subcommittee, which did not meet again until August.

The purpose of this request is for the Contractor to provide the Maternal and Child Health (MCH) target population of infants, children, and adolescents with access to integrated prevention and primary health care. These services will address maternal and youth health priorities identified in the State's Maternal and Child Health Program's five (5) year Statewide Needs Assessment completed in 2020. A new assessment will be completed in 2025, and the Department will work with the Contractor to ensure services continue to meet the most critical needs of the target populations. This request is the final one (1) of nine (9) contracts for Maternal and Child Health (MCH) Integrated Care services. The other eight (8) contracts for these services were presented to and approved by the Governor and Executive Council on June 25, 2025 (item #227). The Contractor's timeline for approval through local administrative process led to a delay relative to the other agreements.

The Contractor will provide increased access to healthcare for New Hampshire infants, children, and adolescents from birth to 21 years of age. Contractor services are provided to individuals who are uninsured, underinsured, and/or considered low-income. The Contractor will integrate and coordinate access to medical, behavioral, and social services by reducing barriers to care for patients through care coordination, translation services, outreach, eligibility assistance, transportation, and health education.

Approximately 132 infants, children, and adolescents will be served during State Fiscal Year 2026.

The Contractor must report on eight performance measures related to lead testing, well-visit participation, depression and substance misuse screening, tobacco cessation, and access to nutrition services. Between SFY23 and SFY25, these services supported a 10% increase in depression screening for children 12-21, among other gains in the measured outcomes. The Department will monitor services through the performance measures, which include:

- Percentage of infants who were ever breastfed.
- Percentage of adolescents 12 to 21 years of age who had at least one (1) comprehensive well-care visit/comprehensive physical exam during the measurement year.
- Percentage of children 24 months of age who had a capillary or venous blood lead test between the ages of 12 and 23 months.
- Percentage of children 36 months of age who had a capillary or venous blood lead test between the ages of 24 and 36 months.
- Percentage of patients between 12 and 21 years of age screened for clinical depression using an age-appropriate standardized depression screening tool and have a documented follow-up plan if they received a positive depression screening.
- Percentage of patients between 3 and 17 years of age who had evidence of BMI percentile documentation, along with documentation for nutrition counseling and physical activity during the measurement year.
- Percentage of patients between 12 and 17 years of age who were screened for substance use, using a formal valid screening tool during any medical visit, and who received a brief intervention or referral to services after a positive screening.
- Percentage of children who reached 30 months of age by the end of the reporting period and who were screened for autism using the M-CHAT at least once between the ages of 16 and 30 months.

The Department selected the Contractor for Maternal and Child Health (MCH) Integrated Care services through a competitive bid process using a Request for Proposals (RFP), which was posted on the Department's website from March 5, 2025 through April 4, 2025. The Department received eight (8) responses, which were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

The funding for the Contractor is based upon a formula that factors in the number of patients served, those uninsured or on Medicaid, and the technical merit of their proposal, with a focus on improving care for patients from birth through 21 years of age.

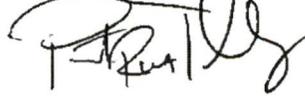
As referenced in Exhibit A of the attached agreement, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, infants, children and adolescents from birth to 21 years of age will lose access to healthcare and other supportive services.

The Department has determined that the Contractor has secured the required levels of insurance and has provided evidence of authority to execute and be bound by the contract. Documents supporting these assertions are available at the agency, for review upon request.

Source of Federal Funds: ALN #93.994, FAIN # B04MC52939

Respectfully submitted,



Lori A. Weaver
Commissioner

Fiscal Detail Sheet
Maternal and Child Health Care in the Integrated Primary Care Setting
RFP-2026-DPHS-01-MATER

05-95-90-902010-51900000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC
 HEALTH DIV, BUREAU OF FAMILY HEALTH AND NUTRITION, MATERNAL CHILD HEALTH
 FAIN# B0452939 ALN 93.994
 GRANT FUNDER: HEALTH RESOURCES AND SERVICES ADMINISTRATION (HRSA)

2. City of Manchester, Vendor#177433-B009				
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2026	102-500731	Contracts for Program Services	90004009	\$5,688
SFY 2026	102-500731	Contracts for Proaram Services	90004019	\$34,343
SFY 2027	102-500731	Contracts for Program Services	90004009	\$5,688
SFY 2027	102-500731	Contracts for Program Services	90004019	\$34,343
Subtotal:				\$80,062
TOTAL:				\$80,062

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

Project ID # RFP-2026-DPHS-05-MATER-01

Project Title MCH Integrated Care

	Maximum Points Available	Weeks Medical Center	Amoskeag Health	Mid-State Health Center	City of Manchester	Coos County Family Health Services	Greater Seacoast Community Health	HealthFirst	Lamprey Health Care
Technical									
Expanded Integrated Primary Care Services (Q1)	150	110	120	126	89	122	150	125	145
Social Determinants of Health (Q2)	150	120	136	130	113	115	135	140	146
Enabling Service Initiatives (Q3)	200	150	150	150	115	102	157	162	120
Quality Improvement Initiatives (Q4)	200	165	150	116	76	95	150	171	153
Staffing (Q5)	150	125	140	91	50	100	145	150	103
Staff Development and Training Plan (Q6)	150	125	140	110	50	90	150	145	130
Subtotal - Technical	1000	795	836	723	493	624	887	893	797
If a Vendor fail to achieve the minimum Technical score stated within the RFP, it will receive no further consideration from the evaluation team and the Vendor's Cost Proposal will remain unopened.									

Reviewer Name	Title
1 Erica Tenney	MCH Section Administrator
2 Lisa Lampron	Finance Administrator
3 Amanda Merrill	Child and Adolescent Public Health Consultant
4 Melissa Josefiak	Clinical Services Program Administrator

Subject: Maternal and Child Health (MCH) Integrated Care (RFP-2026-DPHS-05-MATER-02)

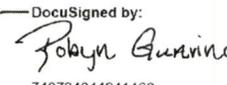
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 City of Manchester		1.4 Contractor Address 100 William Loeb Drive Manchester, NH 03109	
1.5 Contractor Phone Number (603) 935-4715	1.6 Account Unit and Class 51900000 102	1.7 Completion Date June 30, 2027	1.8 Price Limitation \$80,062
1.9 Contracting Officer for State Agency Robert W. Moore Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 08/06/2025		1.12 Name and Title of Contractor Signatory Jay Ruais Mayor	
1.13 State Agency Signature DocuSigned by: Iain Watt Date: 8/10/2025		1.14 Name and Title of State Agency Signatory Iain Watt Director - DPHS	
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) DocuSigned by: By:  On: 8/11/2025			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

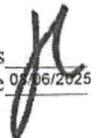
7. PERSONNEL.

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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials

Date 07/06/2025



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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

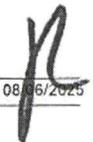
12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials

Date 08/06/2025



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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. 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.

18. 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.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

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

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

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

**New Hampshire Department of Health and Human Services
Maternal and Child Health (MCH) Integrated Care**

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

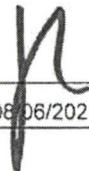
3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2025 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3., in its entirety and replacing it as follows:

3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. 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.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5., as follows:

12.5. 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
Maternal and Child Health (MCH) Integrated Care
EXHIBIT B**

Scope of Services

1. Statement of Work

1.1. The Contractor must support the role of integrated health care to help address the Department's current Maternal Child Health (MCH) priorities and those anticipated in the upcoming 2025 MCH Needs Assessment, which includes:

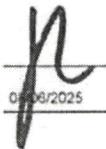
- 1.1.1. Improving access to needed healthcare services for the MCH
- 1.1.2. Increasing the focus of Title V on the Social Determinants of Health (SDOH) and the resolution of barriers impacting the health of the MCH Covered Populations; and
- 1.1.3. Improving access to mental health services for children, adolescents and women in the perinatal period.

1.2. Covered Populations

1.2.1. The Contractor must provide, and increase access to, healthcare for infants, children and adolescents from birth through 21 years of age, as well as pregnant women and postpartum women within 12 weeks of delivery, and must not exclude individuals who are:

- 1.2.1.1. Uninsured.
- 1.2.1.2. Underinsured.
- 1.2.1.3. Considered low-income, defined as less than 185% of the U.S. Department of Health and Human Services (US DHHS) Poverty Guidelines.
- 1.2.1.4. Lacking housing, including individuals whose primary residence during the night is a supervised public or private facility, such as a shelter, that provides temporary living accommodations.
- 1.2.1.5. Residing in transitional housing.
- 1.2.1.6. Unable to maintain their housing situation.
- 1.2.1.7. Forced to stay with a series of friends and/or extended family members, and is therefore considered to be experiencing homelessness.
- 1.2.1.8. Recently released from a prison or a hospital and do not have a stable housing situation to which they can return, especially if they were experiencing homelessness prior to incarceration or hospitalization.

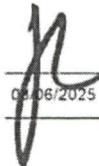
1.3. The Contractor must provide and implement enabling services to all individuals



**New Hampshire Department of Health and Human Services
Maternal and Child Health (MCH) Integrated Care
EXHIBIT B**

served with special emphasis given to the MCH Covered Populations. Enabling services must include at a minimum:

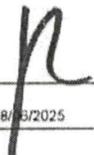
- 1.3.1. Case management;
 - 1.3.2. Benefit counseling;
 - 1.3.3. Benefit application assistance;
 - 1.3.4. Health education and supportive counseling;
 - 1.3.5. Language interpretation, outreach, transportation and education for patients and the community regarding the availability and appropriate use of health services; and
 - 1.3.6. Transportation through coordination with transportation resources, direct provision or fulfilled through partnership with community resources, or assistance with medicaid transportation services or pursuing Medicaid Mileage reimbursement.
- 1.4. The Contractor must implement the following enabling services and quality improvement initiatives for the provision of integrated healthcare services for children and adolescents, from birth through 21 years of age, in accordance with Attachment 1 – Enabling Services Initiative Work Plans for Children and Adolescents, and Attachment 2 – Quality Improvement Initiative Work Plans for Children and Adolescents, attached hereto and incorporated by reference herein:
- 1.4.1. Enabling Services Initiative 1: Increasing Social Determinants of Health Screening/Referrals.
 - 1.4.2. Enabling Services Initiative 2: Targeted Outreach to Homeless women, children and/or adolescents.
 - 1.4.3. Quality Improvement Initiative 1: Preventive Health, Adolescent Well-Care Visit: Percent of adolescents, twelve (12) through twenty-one (21) years of age who had at least one (1) comprehensive well-care visit/CPE during the measurement year.
 - 1.4.4. Quality Improvement Initiative 2: Postpartum depression screening.
- 1.5. The Contractor must provide eligibility determination services, including the following:
- 1.5.1. Notifying the Department in writing if/when access to primary care services for new patients is limited or closed for more than thirty (30) consecutive business days;
 - 1.5.2. Assisting individuals with completing a Medicaid, expanded Medicaid, and/or other health insurance applications;



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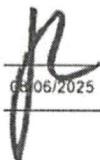
- 1.5.3. Maximizing billing to private and commercial insurances for all reimbursable services rendered; and
- 1.5.4. Developing and implementing a sliding fee scale for services in accordance with Federal Poverty Guidelines and providing the sliding fee scale to the Department upon request.
- 1.6. The Contractor must ensure services are provided by a New Hampshire licensed:
 - 1.6.1. Medical Doctor (MD);
 - 1.6.2. Doctor of Osteopathic Medicine (DO);
 - 1.6.3. Advanced Practice Registered Nurse (APRN); and/or
 - 1.6.4. Physician Assistant (PA) to eligible individuals in the service area.
- 1.7. The Contractor must provide services in an office-based setting which may include:
 - 1.7.1. Federally Qualified Health Centers (FQHCs¹) or look-alikes and/or Rural Health Clinics;
 - 1.7.2. Hospital Associated Community Health Centers;
 - 1.7.3. School Based Health Clinics; and
 - 1.7.4. Mobile Care Delivery Services.
- 1.8. The Contractor must monitor, update and implement the Work Plans for each enabling services initiative in accordance with Attachment 3 - Reporting Requirements Calendar – SFY26-27, which is attached hereto and incorporated by reference herein.
- 1.9. The Contractor must monitor, update and implement the Work Plans for each QI initiative in accordance with Attachment 3 - Reporting Requirements Calendar– SFY26-27, which is attached hereto and incorporated by reference.
- 1.10. The Contractor must attend in-person and/or virtual meetings and trainings facilitated by the Department, which include, but are not limited to:
 - 1.10.1. MCH Agency Directors' Meetings scheduled by the Department on an as-needed basis.
 - 1.10.2. MCH Biannual Primary Care Coordinators' Meetings up to two times per year, which may require attendance by the Contractor quality improvement and clinical staff.

¹ <https://www.hrsa.gov/opa/eligibility-and-registration/health-centers/fqhc-look-alikes>
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- 1.11. The Contractor must ensure all services under this Agreement are provided by qualified health and allied health professionals.
- 1.12. The Contractor must provide supporting documentation to the Department that verifies staff hours funded under this Agreement that may include, but is not limited to, timecards.
- 1.13. The Contractor must ensure all health and allied health professionals have the appropriate and current New Hampshire licenses whether directly employed, contracted, or subcontracted.
- 1.14. The Contractor must notify the Department in writing of any newly hired administrator, clinical coordinator or staff person essential to providing services. The Contractor must ensure notification:
 - 1.14.1. Is provided to the Department no later than thirty business days from the date of hire; and
 - 1.14.2. Includes a copy of the newly hired individual's resume.
- 1.15. The Contractor must notify the Department in writing when:
 - 1.15.1. Any critical position is vacant for more than thirty business days.
 - 1.15.2. There is not adequate staffing to perform all required services for any period lasting more than thirty consecutive business days.
- 1.16. The Contractor must actively and regularly collaborate with the Department to enhance contract management and improve results.
- 1.17. The Contractor must utilize the Department's closed loop referral solution, and if applicable, the admission, discharge, and transfer solution (referred to collectively as the NH Care Connections Network) for referral management between health and/or human service providers within New Hampshire. Utilization includes inputting information and data as necessary into the Department's NH Care Connections Network to facilitate referrals to participating providers, signing any required Network Participation Agreement, and obtaining a participant specific consent for services, including, as required by 42 CFR Part 2.31 identifying all uses and disclosures of the individual's Part 2 record or information by the NHCCN.
- 1.18. The Department's contracts for the NH Care Connections Network incorporate all the costs of developing and maintaining the standards-based interface from which the Contractor may choose to configure their systems to communicate securely with the Department's NH Care Connections Network solutions. The Contractor may opt to interface with the Department's closed loop referral solution, and if applicable, the admission, discharge, and transfer solution utilizing a Smart on FHIR or HL-7 standard interface process to connect



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individuals to health and social service providers. The costs for the Contractor's system or team to develop or utilize the standard Smart of FHIR or HL-7 based interface are the sole responsibility of the Contractor.

1.19. Performance Measures

1.19.1. The Contractor must meet or exceed their goals and objectives in accordance with the required Performance Measures in Attachment 6, which is attached hereto and incorporated by reference herein. If Contractor does not meet or exceed their goals, the Contractor must submit a Performance Measure Improvement Plan for each unmet Performance Measure, utilizing Attachment 7 – Performance Measure Outcome Report Template, at reporting intervals in accordance with Attachment 3 – Reporting Requirements Calendar, which is attached hereto and incorporated by reference herein.

1.19.2. The Contractor must report data in accordance with the Performance Measures in Attachment 6 at regular intervals in accordance with Attachment 3 – Reporting Requirements Calendar, utilizing Attachment 8 - DTT SFY26-27 – Integrated Healthcare Services Template, which is attached hereto and incorporated by reference herein.

1.20. Reporting

1.20.1. The Contractor must collect and submit the data and reports to the Department in accordance with Attachment 3 - Reporting Requirements Calendar – SFY26-27, which is attached hereto and incorporated by reference herein. Data must be de-identified and aggregated to prevent constructive identification of any individual, and must include:

1.20.1.1. Uniform Data System (UDS) outcomes.

1.20.1.2. Performance Measure outcomes.

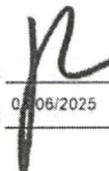
1.20.1.3. Work Plan for each Enabling Service Initiative.

1.20.1.4. Work Plan for each QI Initiative.

1.20.2. The Contractor must provide a Final Report to the Department no later than thirty calendar days after the completion date of this Agreement, which must include:

1.20.2.1. Program initiatives status and/or completion dates; and

1.20.2.2. An impact statement on the success of the initiative(s), which must include supporting documentation that includes aggregated and de-identified information.



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1.21. Background Checks

1.21.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

1.21.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;

1.21.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and

1.21.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

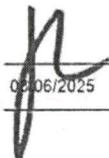
1.22. Confidential Data

1.22.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.

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

1.23. Privacy Impact Assessment

1.23.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor



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must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

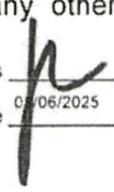
- 1.23.1.1. How PII is gathered and stored;
- 1.23.1.2. Who will have access to PII;
- 1.23.1.3. How PII will be used in the system;
- 1.23.1.4. How individual consent will be achieved and revoked; and
- 1.23.1.5. Privacy practices.

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

1.24. Department Owned Devices, Systems and Network Usage

1.24.1. If Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, each End User must:

- 1.24.1.1. 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;
- 1.24.1.2. 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;
- 1.24.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
- 1.24.1.4. 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



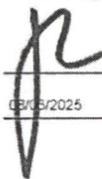
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agreement executed by the Department;

- 1.24.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
- 1.24.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
- 1.24.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."
- 1.24.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 1.24.1.9. Agree when utilizing the Department's email system:
 - 1.24.1.9.1. To only use a Department email address assigned to them with a "@affiliate.DHHS.NH.Gov".
 - 1.24.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 1.24.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."
- 1.24.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:
 - 1.24.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing,



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viewing, handling, hearing, or transmitting Department Data or Confidential Data.

1.24.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Agreement and annually thereafter.

1.24.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

1.24.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

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

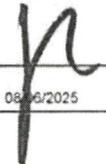
1.24.2. Workspace Requirement

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

1.25. Contract End-of-Life Transition Services

1.25.1. General Requirements

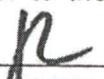
1.25.1.1. Upon early termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a secure transition of the services ("Transition Services") from the Contractor to the Department and the new Contractor ("Recipient") engaged by the Department to assume the services. Ninety (90) days prior to the end-of the contract or unless otherwise specified by the



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Department, the Contractor must begin working with the Department and the Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

- 1.25.1.2. The Contractor must assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.
- 1.25.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department data is complete.
- 1.25.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.
- 1.25.1.5. In the event the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
- 1.25.1.6. In the event the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the


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terms and conditions of the Department's DHHS Information Security Requirements Exhibit.

1.25.2. Completion of Transition Services

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

1.25.2.2. Once all parties agree the data has been migrated the Contractor will have thirty (30) days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.

1.25.3. Disagreement over Transition Services Results

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

1.26. Website and Social Media

1.26.1. The Contractor must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH Department of Information Technology (DoIT) website and social media requirements and policies.

1.26.2. The Contractor agrees Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to the terms of the Department's Information Security Requirements Exhibit, the

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Business Associate Agreement signed by the parties, and all applicable Department and federal law, rules, and agreements. Unless specifically required by the Agreement and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.

1.26.3. State of New Hampshire's Website Copyright

1.26.3.1. All right, title and interest in the State WWW site, including copyright to all data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other data or information shall, where applicable, display the State of New Hampshire's copyright.

2. Exhibits Incorporated

- 2.1. The Contractor must comply with all Exhibit D Federal Requirements, which are attached hereto and incorporated by reference herein.
- 2.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit E, DHHS Information Security Requirements.
- 2.3. 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 F, Business Associate Agreement, which has been executed by the parties.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

3.2.1. The Contractor must submit:

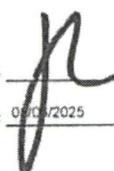
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Contractor Initials

Date 09/04/2025



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- 3.2.1.1. A detailed description of the language assistance services, within ten (10) days of the Effective Date of the Agreement, to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.
- 3.2.1.2. A written attestation, within forty-five (45) days of the Effective Date of the Agreement and annually thereafter, that all personnel involved the provision of services to individuals under this Agreement have completed, within the last twelve (12) months, the Contractor Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-Contractors>); and
- 3.2.1.3. The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of the Agreement. The Federal Civil Rights Compliance Checklist must have been completed within the last twelve (12) months and is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-Contractors>).

3.3. Credits and Copyright Ownership

- 3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.
- 3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to reports, protocols, guidelines, brochures, posters, and resource directories.

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

3.4. Operation of Facilities: Compliance with Laws and Regulations

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

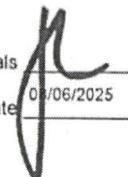
4. Records

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

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

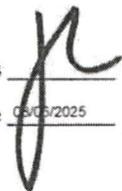
4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs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

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



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- 4.1.4. Medical records on each patient/recipient of services.
- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
- 4.3. If, upon further review, 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.

A handwritten signature in black ink, appearing to be the initials 'JK', is written over the signature line.

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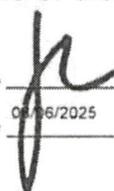
Payment Terms

1. This Agreement is funded by:
 - 1.1. 14.21% Federal funds, Maternal and Child Health Services Block Grant, as awarded on November 6, 2023, by the HRSA, ALN 93.994, FAIN B04MC52939.
 - 1.2. 85.79% General funds.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, based on criteria specified in 2 CFR 200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR 200.332.
 - 2.3. The Indirect Cost Rate for this Agreement in the attached Budget Sheet(s).
3. Payment shall be on a cost reimbursement basis for actual allowable expenditures incurred under this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1.
4. The Contractor shall submit an invoice to the Department no later than thirty (30th) calendar days of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a format as provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment in accordance with Section 3, above.
 - 4.4. Includes supporting documentation with each invoice, including, but not limited to, proof of expenditures, itemized receipts for purchases, time sheets, and payroll records with position or staff detail, as applicable.
 - 4.5. Is completed, dated and returned to the Department to initiate payment.
 - 4.6. Is assigned an electronic signature and is emailed to DHHS.DPHS.Contract@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
5. The Department shall make payments to the Contractor within thirty (30) calendar days only upon receipt and approval of the submitted invoice and required supporting documentation.

**New Hampshire Department of Health and Human Services
Maternal and Child Health (MCH) Integrated Care
EXHIBIT C**

6. The final invoice and any required supporting documentation shall be due to the Department no later than forty (40) calendar days after the contract completion date specified in Form P-37, General Provisions Block 1.7., Completion Date.
7. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting direct and indirect cost amounts within the price limitation between budget class lines, as well as adjusting encumbrances between State Fiscal Years 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 is subject to a Single Audit pursuant to 2 CFR 200.501 Audit Requirements.
 - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.
 - 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. The Contractor, regardless of the funding source and/or whether Conditions A, B, or C exist, may be required to submit annual financial audits performed by an independent CPA upon request by the Department.
 - 8.5. In addition to, and not in any way in limitation of obligations of the



**New Hampshire Department of Health and Human Services
Maternal and Child Health (MCH) Integrated Care
EXHIBIT C**

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, within sixty (60) days.

9. If applicable, the Contractor must request disposition instructions from the Department for any equipment, as defined in 2 CFR 200.313, purchased using funds provided under this Agreement, including information technology systems.

Exhibit C-1 Budget

New Hampshire Department of Health and Human Services		
Contractor Name:	City of Manchester	
Budget Request for:	7/1/2025-6/30/2026 & 7/1/2026-6/30/2027	
Budget Period:	SFY 2026 & SFY 2027	
Indirect Cost Rate (if applicable)	3.00%	
Line Item	Integrated Healthcare services for children and adolescents, Program Cost - Funded by DHHS - SFY 26	Integrated Healthcare services for children and adolescents, Program Cost - Funded by DHHS SFY 27
1. Salary & Wages	\$37,128	\$38,064
2. Fringe Benefits	\$0	\$0
3. Consultants	\$0	\$0
4. Equipment	\$0	\$0
Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.		
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	\$0	\$0
6. Travel	\$0	\$0
7. Software	\$0	\$0
8. (a) Other - Marketing/Communications	\$0	\$0
8. (b) Other - Education and Training	\$0	\$0
8. (c) Other - Other (specify below)	\$0	\$0
Interpeter Services	\$1,737	\$801
Other (please specify)	\$0	\$0
Other (please specify)	\$0	\$0
Other (please specify)	\$0	\$0
Other (please specify)	\$0	\$0
Other (please specify)	\$0	\$0
Other (please specify)	\$0	\$0
9. Subrecipient Contracts	\$0	\$0
Total Direct Costs	\$38,865	\$38,865
Total Indirect Costs	\$1,166	\$1,166
Subtotals	\$40,031	\$40,031
TOTAL	\$	80,062

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION A: CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor 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 CONTRACTORS 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 contractors (and by inference, sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a contractor (and by inference, 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 Agreement 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 Agreement. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of Agreements, 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 Contractor 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 Contractor'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 Contractor'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 Agreement 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 Agreement, 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;

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- 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 contract officer on whose contract 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 Agreement;
 - 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 Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific Agreement.

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.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION B: CERTIFICATION REGARDING LOBBYING

The Contractor 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 Byrd Anti-Lobbying Amendment (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

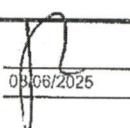
Programs (indicate applicable program covered):

- *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, loan, or cooperative agreement (and by specific mention 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, loan, or cooperative agreement (and by specific mention sub- contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, see <https://omb.report/ocr/201009-0348-022/doc/20388401>
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, 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.



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SECTION C: 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 12689 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:

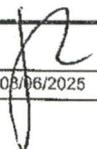
INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Agreement, 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 Agreement 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 <https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context>.
6. The prospective primary participant agrees by submitting this Agreement 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) <https://www.ecfr.gov/current/title-22/chapter-V/part-513>.

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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 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 (Agreement) 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 (1)(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 (Agreement), 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 (Agreement).
14. The prospective lower tier participant further agrees by submitting this proposal (Agreement) 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.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION D: CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

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:

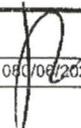
The Contractor will comply, and will require any subcontractors to comply, with any applicable federal requirements, which may include but are not limited to:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).
2. 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;
3. 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;
4. 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);
5. 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;
6. 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;
7. 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;
8. 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;
9. 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;
10. 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.
11. The Clean Air Act (42 U.S.C. 7401-7671q.) which seeks to protect human health and the environment from emissions that pollute ambient, or outdoor, air.

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12. The Clean Water Act (33 U.S.C. 1251-1387) which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.
13. Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) (41 U.S.C. 1908) which establishes administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
14. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) which establishes that all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
15. Rights to Inventions Made Under a Contract or Agreement 37 CFR § 401.2 (a) which establishes the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the Agreement. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of Agreements, 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 Agreement, the Contractor agrees to comply with the provisions indicated above.

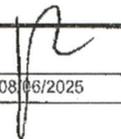
New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION E: 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 Agreement, 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.



New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION F: 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 \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, 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 sub award 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 Entity Identifier (SAM UEI; 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.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

FORM A

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

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

_____ NO _____ YES

If the answer to #2 above is NO, stop here
If the answer to #2 above is YES, please answer the following:

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

_____ NO _____ YES

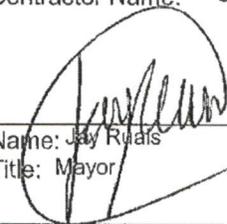
If the answer to #3 above is YES, stop here
If the answer to #3 above is NO, please answer the following:

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

Name: _____ Amount: _____

Contractor Name: City of Manchester HHealth Department

8/22/25
Date: _____


Name: Jay Ruais
Title: Mayor

New Hampshire Department of Health and Human Services

Exhibit E

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

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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.

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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.

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DHHS Information Security Requirements

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, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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DHHS Information Security Requirements

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the 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

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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.

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- 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.

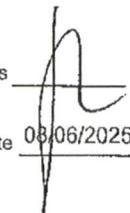
Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until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



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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:

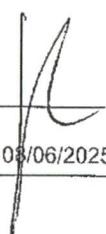
DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

Contractor Initials

Date 08/06/2025

A handwritten signature in black ink, appearing to be the initials 'AC', is written over a horizontal line. The signature is slanted and extends slightly above and below the line.

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officers, employees, and agents, shall protect any PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

- b. Business Associate may use or disclose PHI, as applicable:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, according to the terms set forth in paragraph c. and d. below;
 - III. According to the HIPAA minimum necessary standard;
 - IV. For data aggregation purposes for the health care operations of the Covered Entity; and
 - V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.
- c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.
- d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.
- c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.
- d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:
 - I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;

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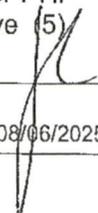
Date 08/06/2025

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- II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
 - III. Whether the protected health information was actually acquired or viewed; and
 - IV. How the risk of loss of confidentiality to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.
 - f. 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 US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.
 - g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein and an agreement that the Covered Entity shall be considered a direct third party beneficiary of all the Business Associate's business associate agreements.
 - h. Within ten (10) 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 BAA and the Agreement.
 - i. 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.
 - j. 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.
 - k. Business Associate shall document any disclosures of PHI and information related to any 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.
 - l. 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.
 - m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5)

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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.

- n. Within thirty (30) 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-ups of such PHI in any form or platform.
 - l. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, 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 as long as the 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

Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website: <https://www.dhhs.nh.gov/oos/hipaa/publications.htm> in accordance with 45 CFR Section 164.520.

- a. 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 BAA, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- b. 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 of Agreement for Cause

In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. 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.

(6) Miscellaneous

- a. Definitions, Laws, and Regulatory References. All laws and regulations used, herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Exhibit F, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.
- b. Change in law. Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to

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Health Insurance Portability Act
Business Associate Agreement
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comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other 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 BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
- e. Segregation. If any term or condition of this BAA 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 BAA are declared severable.
- f. Survival. Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) n.l., the defense and indemnification provisions of section (3) g. and Paragraph 13 of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services

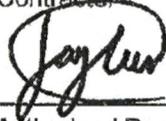
City of Manchester Health Department

The State

Name of the Contractor

DocuSigned by:

Iain Watt



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Signature of Authorized Representative

Signature of Authorized Representative

Iain Watt

Jay Ruais

Name of Authorized Representative

Name of Authorized Representative

Director - DPHS

Mayor

Title of Authorized Representative

Title of Authorized Representative

8/22/2025

08/06/2025

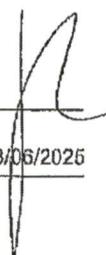
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Exhibit F

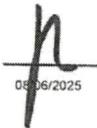
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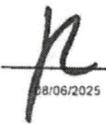


Attachment 1- Enabling Services Work Plans

Enabling Services Work Plan Agency Name: City of Manchester-Health Care for the Homeless Name and Role of Person(s) Completing Work Plan: Quality Improvement/Assurance Specialist			
Enabling Services Focus Area: Increasing Social Determinants of Health Screening/Referrals Project Goal: Increase access to integrated healthcare and the rate of positive medical and behavioral health outcomes by identifying and addressing barriers related to the social determinants of health for patients. Project Objective: To increase screening for social determinants of health from the baseline of 33% in June 30, 2024 to 65% by December 31, 2024.			
Activities: (list as many activities as are planned to reach the Objective)	Staff/Resources Involved (list for each activity)	Evaluation Plans (list as needed for each activity)	Timeline for Activity (estimated timeline for the duration of each activity)
Integrate new screening questions into Intake Screenings in EMR.	CHAN Quality Improvement Specialist EMR	QI will follow up with CHAN until completed.	August 30, 2024
Update workflows for positive screens for each category. Establish a system for addressing positive screens. Standardize the documentation of positive screens in the EMR. Develop a system that allows medical staff to communicate, document, and refer patients with positive screens to our behavioral health team.	Program Director Practice Manager Lead Clinical Coordinator Quality Improvement Specialist Behavioral Health Coordinator Transition of Care Coordinators EMR	Workflow for positive screens completed. QI will audit 10 charts per week to understand how process is working. Continuously monitor screening efforts to find ways to improve plan.	September 27, 2024
Create workflows for each role that fits into their routines.	Practice Manager Behavioral Health Coordinator Lead Clinical Coordinator Quality Improvement Specialist	Workflows completed.	September 27, 2024
Create a list of contacts and available resources categorized	Behavioral Health Practice Manager	Completion of lists.	August 30, 2024


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by need. Make contact and resource lists easily accessible and provide to patients as informal referrals to community-based resources based on patient need.	Lead Clinical Coordinator Quality Improvement Specialist	Behavioral Health will check each list monthly to ensure they are up to date with available resources.	
Develop a system for monitoring the steps taken relative to each patient's positive social needs screen to review data on a monthly basis.	Program Director Practice Manager Behavioral Health Coordinator Lead Clinical Coordinator Quality Improvement Specialist EMR	QI will ensure reports are capturing data needed to track screeners and referrals by auditing 20 charts or more. QI will schedule reports to run monthly.	August 30, 2024
Use monthly reporting to evaluate to make improvements and adjustments to social needs screening program and to identify alternative ways to support patients' needs.	Program Director Practice Manager Behavioral Health Coordinator Lead Clinical Coordinator Quality Improvement Specialist EMR	QI will evaluate reports monthly and work with clinical and behavioral health staff on improvements.	August 30, 2024
Train all staff on screening, documentation, resources, reporting, and evaluation of plan.	Program Director Practice Manager Behavioral Health Coordinator Lead Clinical Coordinator Quality Improvement Specialist RN's MA's Transition of Care Coordinators PSR's EMR	Monitor screening efforts to identify if staff need additional support to understand and apply process. Check in with all staff monthly to update training and education on screening, documentation, resources, reporting, and evaluation of plan.	September 27, 2024



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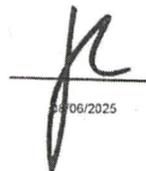
Enabling Service Work Plan Progress Report Template Enabling Service Initiative: _____ Project Objective: _____	
<p>July 2024 Progress Report—</p> <ul style="list-style-type: none"> • Are you on track with the Work Plan as submitted? • Do any adjustments need to be made to your activities, evaluation plans or timeline? • Please give a brief update on your progress in meeting your objective. If revisions need to be made to your Work Plan, please revise and resubmit. <p>Work Plan Revisions submitted: Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>We are on track with this work plan. Discussions are being held to achieve the above noted. No adjustments are needed to activities, evaluation plans or timelines at this time.</p>
<p>January 2025 Progress Report—</p> <ul style="list-style-type: none"> • Are you on track with the Work Plan as submitted? • Do any adjustments need to be made to your activities, evaluation plans or timeline? • Please give a brief update on your progress in meeting your objective. If revisions need to be made to your Work Plan, please revise and resubmit. <p>Work Plan Revisions submitted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>We are on track with this work plan. We continue at our baseline, but expect substantial improvement due to the changes made. We have integrated intake screener to include the correct questions for screening for social determinants of health. Workflow for screening and referrals have been established and will be finalized. We have created individual contact and resource lists to provide patients with resources for housing, food, financial, and transportation. We refer patients who screen positive to our behavioral health team who connect them with additional resources. We will continue training all staff on screening, documentation, resources, reporting, and evaluation. Screenings are tracked to evaluate, make improvements, and to identify additional ways to support patients' needs. We continue to work on filling open provider vacancies.</p> <p>Work Plan Revision: Project Objective: To increase screening for social determinants of health from the baseline of 33% in June 30, 2024 to 65% by June 30, 2025.</p>
<p>July 2025 Project Update</p>	


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SFY25 Outcome (insert your agency's data/outcome results here for 7/1/24-6/30/25)	
Did you meet your Target/Objective?	<input type="checkbox"/> Yes <input type="checkbox"/> No
July 2025 Project Update SFY25 Narrative: If met--Explain what happened during the year that contributed to the success If NOT met—what barriers were experienced, AND what will be done differently to meet the target over the next year Work Plan Revisions submitted: <input type="checkbox"/> Yes <input type="checkbox"/> No	
July 2025 Project Update SFY23 Patient Success Story: Give an example of a patient or family who had a positive experience based on this enabling service/initiative being in place	

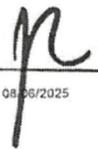

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Enabling Services Work Plan			
Agency Name: City of Manchester-Health Care for the Homeless			
Name and Role of Person(s) Completing Work Plan: Quality Improvement/Assurance Specialist			
Enabling Services Focus Area: Targeted Outreach to Homeless women, children and/or adolescents			
Project Goal: To increase access to integrated health services to women, children, and adolescents.			
Project Objective: Increase the number of outreach sites targeting homeless women, children, and adolescents from current baseline of 2 sites to 4 sites by December 31, 2024			
Activities: (list as many activities as are planned to reach the Objective)	Staff/Resources Involved (list for each activity)	Evaluation Plans (list as needed for each activity)	Timeline for Activity (estimated timeline for the duration of each activity)
Identify agencies who serve the target population (homeless women, children, and adolescents) interested in becoming outreach sites	Program Director Practice Manager Behavioral Health Coordinator Behavioral Health Team Lead Clinical Coordinator Clinical Team Quality Improvement Specialist Transition of Care Coordinators PSR's MHCGM FIT Shelters The Doorway Manchester Community Resource Center Boys and Girls Club Manchester School District YWCA MCoC Laptops Zoom Meetings	Number of partner agencies surveyed Number of interested partner agencies	October 01, 2024
Collaborate with community outreach teams to identify geographic areas of need with	Program Director Practice Manager Behavioral Health Coordinator	Number of partner agencies surveyed	October 01, 2024


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	Zoom Meetings		
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Enabling Service Work Plan Progress Report Template Enabling Service Initiative: _____ Project Objective: _____	
<p>July 2024 Progress Report—</p> <ul style="list-style-type: none"> • Are you on track with the Work Plan as submitted? • Do any adjustments need to be made to your activities, evaluation plans or timeline? • Please give a brief update on your progress in meeting your objective. If revisions need to be made to your Work Plan, please revise and resubmit. <p>Work Plan Revisions submitted: Yes _____ No _____</p>	<p>We are on track with this work plan and are in discussions to achieve the above noted. No adjustments to activities, evaluation plans or timelines are needed at this time.</p>
<p>January 2025 Progress Report—</p> <ul style="list-style-type: none"> • Are you on track with the Work Plan as submitted? • Do any adjustments need to be made to your activities, evaluation plans or timeline? • Please give a brief update on your progress in meeting your objective. If revisions need to be made to your Work Plan, please revise and resubmit. <p>Work Plan Revisions submitted:</p>	<p>We have identified agencies who serve the target population and are starting with the Manchester School District. Our Program Director and Behavioral Health Coordinator have reviewed opportunities and have connected with representatives of the school district in order to reach the targeted population in the Manchester School District. Our Behavioral Health Lead is meeting with the district's Social Workers to establish agreements that facilitate referrals for families in need to our program and develop schedule for outreach. We continue to work on filling open provider vacancies and expect to more progress toward goal when positions are filled.</p> <p>Work Plan Revision: Project Objective: Increase the number of outreach sites targeting homeless women, children, and adolescents from current baseline of 3 sites to 4 sites by June 30, 2025</p>



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<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
July 2025 Project Update SFY25 Outcome (insert your agency's data/outcome results here for 7/1/24-6/30/25)	
Did you meet your Target/Objective?	<input type="checkbox"/> Yes <input type="checkbox"/> No
July 2025 Project Update SFY25 Narrative: If met--Explain what happened during the year that contributed to the success If NOT met—what barriers were experienced, AND what will be done differently to meet the target over the next year Work Plan Revisions submitted: <input type="checkbox"/> Yes <input type="checkbox"/> No	
July 2025 Project Update SFY23 Patient Success Story: Give an example of a patient or family who had a positive experience based on this enabling service/initiative being in place	


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<p>high proportions of homeless women (encampments)</p>	<p>Behavioral Health Team Lead Clinical Coordinator Clinical Team Quality Improvement Specialist Transition of Care Coordinators PSR's MHCGM FIT Shelters The Doorway Manchester Community Resource Center Boys and Girls Club Manchester School District YWCA MCoC Laptops Zoom Meetings</p>	<p>Number of potential locations identified</p>	
<p>Evaluate potential sites to determine which best targets homeless women, children, and adolescents effectively; choose locations to pursue for outreach sites</p>	<p>Program Director Practice Manager Behavioral Health Coordinator Behavioral Health Team Lead Clinical Coordinator Clinical Team Quality Improvement Specialist Transition of Care Coordinators PSR's MHCGM FIT Shelters The Doorway Manchester Community Resource Center Boys and Girls Club Manchester School District YWCA</p>	<p>Number of potential sites assessed to target population</p> <p>Number of sites actively pursued as outreach sites</p>	<p>October 01, 2024</p>

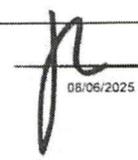


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	<p>MCoC Laptops Zoom Meetings</p>		
<p>Establish agreements with agencies agreeing to become outreach sites</p>	<p>Program Director Practice Manager Behavioral Health Coordinator Behavioral Health Team Lead Clinical Coordinator Clinical Team Quality Improvement Specialist Transition of Care Coordinators PSR's MHCGM FIT Shelters The Doorway Manchester Community Resource Center Boys and Girls Club Manchester School District YWCA MCoC Laptops Zoom Meetings</p>	<p>Number of partner agreements finalized Number of outreach sites established with partner agencies</p>	<p>November 1, 2024</p>
<p>Develop schedule for new outreach sites</p>	<p>Program Director Practice Manager Behavioral Health Coordinator Behavioral Health Team Lead Clinical Coordinator Clinical Team Quality Improvement Specialist Transition of Care Coordinators PSR's MHCGM FIT Shelters</p>	<p>Completion of outreach schedule</p>	<p>November 1, 2024</p>


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	The Doorway Manchester Community Resource Center Boys and Girls Club Manchester School District YWCA MCoC Laptops Zoom Meetings		
Implement plan at target outreach sites	Program Director Practice Manager Behavioral Health Coordinator Behavioral Health Team Lead Clinical Coordinator Clinical Team Quality Improvement Specialist Transition of Care Coordinators PSR's MHCGM FIT Shelters The Doorway Manchester Community Resource Center Boys and Girls Club Manchester School District YWCA MCoC Laptops Zoom Meetings	Number of targeted outreach visits Number of homeless women served at outreach site Number of homeless children served at outreach site Number of homeless adolescents served at outreach site	December 01, 2024
Monitor site to ensure outreach is reaching target population	Program Director Practice Manager Behavioral Health Coordinator Behavioral Health Team Lead Clinical Coordinator	Number of visits at outreach sites that meet targeted population criteria	December 01, 2024 Ongoing


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	<p>Clinical Team Quality Improvement Specialist Transition of Care Coordinators PSR's MHCGM FIT Shelters The Doorway Manchester Community Resource Center Boys and Girls Club Manchester School District YWCA MCoC Laptops Zoom Meetings</p>	<p>% of visits at outreach sites that meet targeted population criteria</p>	
<p>Reengage in site identification process should outreach site become ineffective reaching target population</p>	<p>Program Director Practice Manager Behavioral Health Coordinator Behavioral Health Team Lead Clinical Coordinator Clinical Team Quality Improvement Specialist Transition of Care Coordinators PSR's MHCGM FIT Shelters The Doorway Manchester Community Resource Center Boys and Girls Club Manchester School District YWCA MCoC Laptops</p>	<p>Number of site no longer serving target population Number of new potential sites identified Number of new site identified</p>	<p>Ongoing</p>


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Attachment 2- Quality Improvement Work Plans

Quality Improvement Work Plan			
Agency Name: City of Manchester Health Care for the Homeless			
Name and Role of Person(s) Completing Work Plan: Quality Improvement Specialist MCH			
Performance Measure: Postpartum depression screening			
Project Objective: To increase postpartum depression screening from 67% to 85% by December 31, 2024.			
Activities: (list as many activities as are planned to reach the Objective)	Staff/Resources Involved (list for each activity)	Evaluation Plans (list as needed for each activity)	Timeline for Activity (estimated timeline for the duration of each activity)
Fill open provider positions who will be performing pregnancy referrals	Human Resources Program Director and Medical Director to screen and interview candidates and train upon hire	Program Director will follow up with HR weekly until positions are filled	Position expected to be filled by December 31, 2024
Develop a workflow to track pregnant patients and deliveries along with data collection, documentation, and measurement plan for Postpartum Depression Screening	Practice Manager Quality Improvement Specialist Transition of Care Coordinators Behavioral Health Coordinator Lead Clinical Coordinator	Workflow completed; changes made to improve workflow as needed	August 30, 2024
Create a workflow with timeline to obtain records from pregnancy care providers during patients pregnancy and follow up visits	Practice Manager Quality Improvement Specialist Transition of Care Coordinators	Workflow completed; changes made to improve workflow as needed	August 30, 2024
Identify barriers to care for pregnant patients and address barriers preventing visits to pregnancy care providers	Practice Manager Transition of Care Coordinators Lead Clinical Coordinator Behavioral Health Coordinator	Ongoing evaluation	August 30, 2024
Develop workflow to screen women for depression upon each visit with provider during pregnancy and for 12 months following birth with the PHQ-9 or	Program Director Practice Manager Behavioral Health Coordinator Lead Clinical Coordinator Quality Improvement Specialist	Workflow completed; changes made to improve workflow as needed	August 30, 2024

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Yes	No
July 2025 Project Update SFY25 Outcome (insert your agency's data/outcome results here for 7/1/24-6/30/25)	
Yes	No
July 2025 Project Update SFY25 Narrative: If met—Explain what happened during the year that contributed to the success If NOT met—what barriers were experienced, AND what will be done differently to meet the target over the next year Work Plan Revisions submitted:	
Yes	No

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Attachment 2-Quality Improvement Work Plans

Quality Improvement Work Plan			
Agency Name: <u>City of Manchester-Health Care for the Homeless</u>			
Name and Role of Person(s) Completing Work Plan: <u>Quality Improvement Specialist</u>			
MCH Performance Measure: <u>Preventive Health, Adolescent Well-Care Visit: Percent of adolescents, twelve (12) through twenty-one (21) years of age who had at least one (1) comprehensive well-care visit/CPE during the measurement year</u>			
Project Objective: <u>The HCH Manchester Program seeks to increase the percent of patients, ages 12 through 21 years of age, that have received their annual Well-Care Visit from 67% to 75% by December 31, 2024</u>			
Activities: (list as many activities as are planned to reach the Objective)	Staff/Resources Involved (list for each activity)	Evaluation Plans (list as needed for each activity)	Timeline for Activity (estimated timeline for the duration of each activity)
Fill open provider positions who will be performing Adolescent Well-Care Visits	Human Resources Program Director and Medical Director to screen and interview candidates and train upon hire	Program Director will follow up with HR weekly until positions are filled	Position expected to be filled by December 31, 2024
Run reports to identify children and adolescent needing to be scheduled for well child visits	Quality Improvement Specialist to run reports and provide to Practice Manager and Lead Clinical Coordinator Practice Manager to assign scheduling to PSR's	Quality Improvement Specialist will review reports monthly and evaluate if appointments are being scheduled	Reports will be available August 1, 2024
Review and update workflow as needed on scheduling Well-Care Visits/CPE	Practice Manager to review training PSR-Scheduling Coordinators on routine scheduling of CPE's for all patients Quality Improvement Specialist	Practice Manager and Quality Improvement Specialist to check in weekly to insure barriers for completion are evaluated and addressed.	September 1, 2024
Identify barriers to care by reviewing missed/rescheduled appointments and planning for future appointments in order to address and reduce these barriers	Practice Manager Lead Clinical Coordinator Behavioral Health Coordinator Quality Improvement Specialist PSR's to schedule transportation	Practice Manager, Quality Improvement Specialist, Behavioral Health Coordinator, and Lead Clinical Coordinator will evaluate and address barriers monthly	September 1, 2024 and ongoing

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QI Work Plan Progress Report	
Performance Measure:	
Project Objective:	
<p>July 2024 Progress Report—</p> <ul style="list-style-type: none"> • Are you on track with the work plan as submitted? • Do any adjustments need to be made to your activities, evaluation plans or timeline? • Please give a brief update on your progress in meeting your objective. If revisions need to be made to your work plan, please revise and resubmit. <p>Work Plan Revisions submitted: Yes <input checked="" type="checkbox"/> No</p>	<p>We are on track with this measure. Discussion are currently being held to achieve the above noted. No adjustments to activities, evaluation plans or timeline are needed at this time.</p>
<p>January 2025 Progress Report—</p> <ul style="list-style-type: none"> • Are you on track with the work plan as submitted? • Do any adjustments need to be made to your activities, evaluation plans or timeline? • Please give a brief update on your progress in meeting your objective. If revisions need to be made to your work plan, please revise and resubmit. <p>Work Plan Revisions submitted:</p>	

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Edinburgh Postnatal Depression Scale			
Create a follow-up protocol, using the scores of the depression screen to inform follow-up actions	Program Director Practice Manager Behavioral Health Coordinator Lead Clinical Coordinator Quality Improvement Specialist	Protocol completed	August 30, 2024
Disseminate the performance data to staff and leadership each month.	Quality Improvement Specialist	Findings shared with team and make changes to workflow as needed	December 31, 2024

QI Work Plan Progress Report	
Performance Measure:	Project Objective:
<p>July 2024 Progress Report—</p> <ul style="list-style-type: none"> • Are you on track with the work plan as submitted? • Do any adjustments need to be made to your activities, evaluation plans or timeline? • Please give a brief update on your progress in meeting your objective. If revisions need to be made to your work plan, please revise and resubmit. <p>Work Plan Revisions submitted: Yes No</p>	<p>We are on track with this work plan. Discussions are being held to achieve the above noted. No adjustment to activities, evaluation plans or timelines are needed at this time.</p>
January 2025 Progress Report—	

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<ul style="list-style-type: none"> • Are you on track with the work plan as submitted? • Do any adjustments need to be made to your activities, evaluation plans or timeline? • Please give a brief update on your progress in meeting your objective. If revisions need to be made to your work plan, please revise and resubmit. <p>Work Plan Revisions submitted: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>July 2025 Project Update SFY25 Outcome (insert your agency's data/outcome results here for 7/1/24-6/30/25)</p>	
<p>Did you meet your Target/Objective?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>July 2025 Project Update SFY25 Narrative: If met—Explain what happened during the year that contributed to the success If NOT met—what barriers were experienced, AND what will be done differently to meet the target over the next year</p> <p>Work Plan Revisions submitted: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	

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Attachment 3- Reporting Requirements Calendar– SFY26-27

Maternal & Child Health (MCH) Integrated Care

Due Dates	Reporting Requirements
July 31, 2025	<ul style="list-style-type: none"> • Primary Care Services Performance Measure Data Trend Table (DTT) (measurement period July 1, 2024-June 30, 2025) • Complete July 2025 section of each Work Plan progress report (should submit a minimum of 4 Work Plan progress reports, one for each enabling service Work Plan objective, and one for each QI Work Plan) <p>Submit any revisions as needed to Work Plans/timelines</p>
September 1, 2025	<ul style="list-style-type: none"> • Corrective Action Plan(s) (Performance Measures Outcome Report-PMOR) for measures not meeting targets
January 31, 2026	<ul style="list-style-type: none"> • Primary Care Services Performance Measure Data Trend Table (DTT) (measurement period January 1, 2025 - December 31, 2025) • Complete January 2026 section of each Work Plan progress report (should submit a minimum of 4 Work Plan progress reports, one for each enabling service Work Plan objective, and one for each QI Work Plan) <p>Submit any revisions as needed to Work Plans/timelines</p>
March 31, 2026	<ul style="list-style-type: none"> • Corrective Action Plan(s) (Performance Measures Outcome Report-PMOR) for measures not meeting targets • UDS Data
July 31, 2026	<ul style="list-style-type: none"> • Primary Care Services Performance Measure Data Trend Table (DTT) (measurement period July 1, 2025 - June 30, 2026) • Complete July 2026 section of each Work Plan progress report (should submit a minimum of 4 Work Plan progress reports, one for each enabling service Work Plan objective, and one for each QI Work Plan) • Submit any revisions as needed to Work Plans/timelines
September 1, 2026	<ul style="list-style-type: none"> • Corrective Action Plan(s) (Performance Measures Outcome Report-PMOR) for measures not meeting targets
January 31, 2027	<ul style="list-style-type: none"> • Primary Care Services Performance Measure Data Trend Table (DTT) (measurement period January 1, 2026 - December 31, 2026) • Complete January 2027 section of each Work Plan progress report (should submit a minimum of 4 Work Plan progress reports, one for each enabling service Work Plan objective, and one for each QI Work Plan) <p>Submit any revisions as needed to Work Plans/timelines</p>
March 31, 2027	<ul style="list-style-type: none"> • Corrective Action Plan(s) (Performance Measures Outcome Report-PMOR) for measures not meeting targets • UDS Data

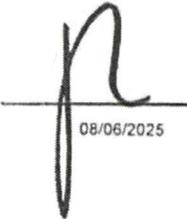


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Attachment 3- Reporting Requirements Calendar– SFY26-27

Maternal & Child Health (MCH) Integrated Care

July 31, 2027	<ul style="list-style-type: none">• Primary Care Services Performance Measure Data Trend Table (DTT) (measurement period July 1, 2026 - June 30, 2027)• Complete July 2027 section of each Work Plan progress report (should submit a minimum of 4 Work Plan progress reports, one for each enabling service Work Plan objective, and one for each QI Work Plan) Submit any revisions as needed to Work Plans/timelines
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**New Hampshire Department of Health and Human Services
MCH Integrated Care**



**Attachment 3 SFY26-27 Performance
Measures**

1. Definitions

- 1.1. **Measurement Year** – Measurement Year consists of 365 days and is defined as either:
 - 1.1.1. The calendar year, (January 1st through December 31st); or
 - 1.1.2. The state fiscal year (July 1st through June 30th).
- 1.2. **Medical Visit** – Medical visit is defined as any office visit including all well-care and acute-care visits.
- 1.3. **HEDIS** – Healthcare Effectiveness Data and Information Set
- 1.4. **NQF** – National Quality Forum
- 1.5. **Title V** – Federal Maternal and Child Health Services Block Grant
- 1.6. **UDS** – Uniform Data System. UDS measures included below are intended to align with UDS criteria. In the event the criteria for these UDS based measures are revised during the contract period by UDS, the intention is that Contractors would accordingly go by the most up to date UDS guidance for these measures.
- 1.7. **NH MCHS** – New Hampshire Maternal and Child Health Section

2. NH MCHS PRIMARY CARE PERFORMANCE MEASURES

2.1. Breastfeeding

- 2.1.1. Percent of infants who are ever breastfed (Title V PM #4).
 - 2.1.1.1. Numerator: All patient infants who were ever breastfed or received breast milk.
 - 2.1.1.2. Numerator Note: The American Academy of Pediatrics recommends all infants exclusively breastfeed for about six (6) months as human milk supports optimal growth and development by providing all required nutrients during that time.
 - 2.1.1.3. Denominator: All patient infants born in the measurement year.

2.2. Preventive Health: Lead Testing

This measure will be broken down into two age-based measures, based on current NH Legislation, RSA 130-A:5-a, which requires that children be tested for lead at age 1 as well as at age 2.

Age 1 Measure:

- 2.2.1. Percent of children 24 months of age who had a capillary or venous blood lead test between the ages of 12-23 months (NH MCHS).

A handwritten signature in black ink, appearing to be "JC", written over a horizontal line. Below the signature is the date "08/06/2025".



- 2.2.1.1. Numerator: All children who received at least one capillary or venous blood lead test between twelve (12) months through twenty three (23) months of age.
- 2.2.1.2. Denominator: All children who turned twenty-four months of age during the measurement year that had at least one (1) medical visit during the measurement year.

Age 2 Measure

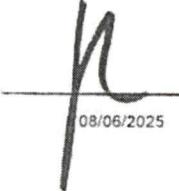
- 2.2.2. Percent of children 36 months of age who had a capillary or venous blood lead test between the ages of 24-36 months (NH MCHS).
 - 2.2.2.1. Numerator: All children who received at least one capillary or venous blood lead test between twenty-four (24) through thirty-six (36) months of age.
 - 2.2.2.2. Denominator: All children who turned 36 months of age during the measurement year that had at least one (1) medical visit during the measurement year.

2.3. Preventive Health: Adolescent Well-Care Visit

- 2.3.1. Percent of adolescents, twelve (12) through twenty-one (21) years of age who had at least one (1) comprehensive well-care visit/CPE during the measurement year (HEDIS).
 - 2.3.1.1. Numerator: Number of adolescents, ages 12 through 21 years of age who had at least one (1) comprehensive well-care visit/CPE during the measurement year.
 - 2.3.1.2. Denominator: Number of patient adolescents, ages 12 through 21 years of age by the end of the measurement year.

2.4. Preventive Health: Depression Screening

- 2.4.1. Percentage of patients ages twelve (12) through twenty-one (21) years old screened for clinical depression using an age appropriate standardized depression screening tool on the date of the encounter or up to 14 days prior to the date of the encounter using an age appropriate standardized depression screening tool **AND** if positive, a follow-up plan is documented on the date of the positive screen (NQF 0418, UDS).
 - 2.4.1.1. Numerator: Patients ages twelve (12) through twenty-one (21) years old who are screened for clinical depression using an age-appropriate standardized depression screening tool **AND** if positive, a follow-up plan documented.
 - 2.4.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented follow-up plan.


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- 2.4.1.3. Denominator: All patients ages twelve (12) through twenty-one (21) years old by the end of the measurement year who had at least one (1) medical visit during the measurement year.
- 2.4.1.4. Denominator Exception: Depression screening not performed due to medical contraindicated or patient refusal.
- 2.4.1.5. Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as suicide risk assessment and/or referral to practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.5. Preventive Health: Obesity Screening

Child/Adolescent Measure

- 2.5.1. Percent of patients aged 3 through 17 who had evidence of BMI percentile documentation **AND** who had documentation of counseling for nutrition **AND** who had documentation of counseling for physical activity during the measurement year (UDS).
 - 2.5.1.1. Numerator: Number of patients in the denominator who had their BMI percentile (not just BMI or height and weight) documented during the measurement year **AND** who had documentation of counseling for nutrition **AND** who had documentation of counseling for physical activity during the measurement year.
 - 2.5.2.2. Denominator: Number of patients who were one year after their second birthday (i.e., were 3 years of age) through adolescents who were aged up to one year past their 16th birthday (i.e., up until they were 17) at some point during the measurement year, who had at least one medical visit during the reporting


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year, and were seen by the health center for the first time prior to their 17th birthday.

2.6. Screening, Brief Intervention, and Referral to Treatment (SBIRT) –Has been separated out into two separate measures, one for adults and one for adolescents.

Adolescent Measure

2.8.1. SBIRT – Percent of patients aged 12-17 years who were screened for substance use, using a formal valid screening tool, during any medical visit **AND** if positive, received a brief intervention or referral to services (NH MCHS).

2.6.1.1. Numerator: Number of patients in the denominator who were screened for substance use, using a formal valid screening tool, during any medical visit **AND** if positive, who received a brief intervention and/or referral to services.

2.6.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.6.1.3. Denominator: All patients aged 12-17 years during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.6.1.4. Definitions:

2.6.1.4.1. Substance Use: Includes any type of alcohol or drug.

2.6.1.4.2. Brief Intervention: Includes guidance or counseling.

2.6.1.4.3. Referral to Services: includes any recommendation of direct referral for substance abuse services.

2.8 Developmental Screening Measure

Percent of children who reached 30 months of age by the end of the reporting period, and who were screened for autism using the M-CHAT at least once between the ages of 16-30 months (NH MCHS)

2.8.1. Numerator: Number of children who were screened for M-CHAT at least once between the ages of 16-30 months

2.8.2. Denominator: Children who turned 30 months of age during the reporting period and who had at least (1) medical visit during the measurement year

A handwritten signature in black ink, appearing to be the initials "JR", written over a horizontal line. Below the signature is the date "08/06/2025".

Attachment 5- SFY26-27 MCH Integrated Care Performance Measure Outcome Report (PMOR)

Organization Name: _____ **Completed by:** _____

Performance Measure Name: _____

Organization Outcome: ____%

Organization Target: ____%

Narrative for Not Meeting Target:

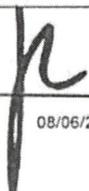
Plan for Improvement:

Action Step	Who	When	Method	Metric
Indicate what steps or tasks need to be completed	Indicate the individuals accountable for task	Determine deadlines or due dates for task	What methods or resources will be required to complete the action step	What metrics will monitor this action step from start to finish

___ Work Plan attached (Please check if new Work Plan has been added for SFY26/27)

Performance Measure Name: _____

Organization Outcome: ____%



08/06/2025

Organization Target: ___%

Narrative for Not Meeting Target:

Plan for Improvement:

Action Step	Who	When	Method	Metric
Indicate what steps or tasks need to be completed	Indicate the individuals accountable for task	Determine deadlines or due dates for task	What methods or resources will be required to complete the action step	What metrics will monitor this action step from start to finish

___ Work Plan attached (Please check if new Work Plan has been added for SFY26/27)

Performance Measure Name: _____

Organization Outcome: ___%

Organization Target: ___%

Narrative for Not Meeting Target:



02/06/2025

Plan for Improvement:

Action Step	Who	When	Method	Metric
Indicate what steps or tasks need to be completed	Indicate the individuals accountable for task	Determine deadlines or due dates for task	What methods or resources will be required to complete the action step	What metrics will monitor this action step from start to finish

___ Work Plan attached (Please check if new Work Plan has been added for SFY26/27)

Performance Measure Name: _____

Organization Outcome: ___%

Organization Target: ___%

Narrative for Not Meeting Target:

Plan for Improvement:

Action Step	Who	When	Method	Metric
Indicate what steps or tasks need to be completed	Indicate the individuals accountable for task	Determine deadlines or due dates for task	What methods or resources will be required to complete the action step	What metrics will monitor this action step from start to finish



06/06/2025

Work Plan attached (Please check if new Work Plan has been added for SFY26/27)

Performance Measure Name: _____

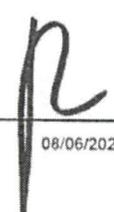
Organization Outcome: ___%

Organization Target: ___%

Narrative for Not Meeting Target:

Plan for Improvement:

Action Step	Who	When	Method	Metric
Indicate what steps or tasks need to be completed	Indicate the individuals accountable for task	Determine deadlines or due dates for task	What methods or resources will be required to complete the action step	What metrics will monitor this action step from start to finish


08/06/2025

___ Work Plan attached (Please check if new Work Plan has been added for SFY26/27)

Performance Measure Name: _____

Organization Outcome: ___%

Organization Target: ___%

Narrative for Not Meeting Target:

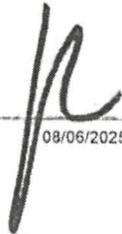
Plan for Improvement:

Action Step	Who	When	Method	Metric
Indicate what steps or tasks need to be completed	Indicate the individuals accountable for task	Determine deadlines or due dates for task	What methods or resources will be required to complete the action step	What metrics will monitor this action step from start to finish


08/06/2025

Work Plan attached (Please check if new Work Plan has been added for SFY26/27)

Please copy above pages/sections as needed to complete for all not met measures.


08/06/2025

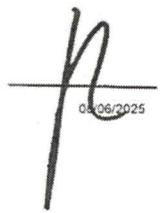
Attachment 6 - DTT SFY26-27 -Reporting Template

Organization Name		1/1/2025-12/31/2025	7/1/2025-6/30/2026	1/1/2025-12/31/2025	7/1/2025-6/30/2026	1/1/2026-12/31/2026	7/1/2026-6/30/2027
1. Breastfeeding Measure: Percent of infants who are ever breastfed.	Agency Outcome	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
	Numerator						
	Denominator						
	Agency Target						
	Agencies' Rate						
	Agencies' Range						
2A. Lead Testing-1 year olds Percent of children 24 months of age who had a capillary or venous blood lead test between the ages of 12-23 months	Agency Outcome	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
	Numerator						
	Denominator						
	Agency Target						
	Agencies' Rate						
	Agencies' Range						
2B. Lead Testing--2 year olds Percent of children 36 months of age who had a capillary or venous blood lead test between the ages of 24-36 months.	Agency Outcome	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
	Numerator						
	Denominator						
	Agency Target						
	Agencies' Rate						
	Agencies' Range						
3. Percent of adolescents, 12 through 21 years of age who had at least one comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year.	Agency Outcome	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
	Numerator						
	Denominator						
	Agency Target						
	Agencies' Rate						
	Agencies' Range						
4A. Percentage of patients ages 12 through 21 years-old screened for clinical depression using an age appropriate standardized depression screening tool AND if positive, a follow up plan is documented on the date of the positive	Agency Outcome	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
	Numerator						

[Handwritten Signature]
04/06/2025

Attachment 6 - DTT SFY26-27 -Reporting Template

<p>AND if positive, a follow-up plan is documented on the date of the positive screen.</p>	Denominator						
	Agency Target						
	Agencies' Rate						
	Agencies' Range						
<p>5B. Percent of patients aged 3 through 17 who had evidence of BMI percentile documentation AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year.</p>	Agency Outcome	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
	Numerator						
	Denominator						
	Agency Target						
	Agencies' Rate						
	Agencies' Range						
<p>7B. Percent of patients aged 12-17 years of age who were screened for substance use, using a formal valid screening tool during any medical visit AND if positive, who received a brief intervention or referral to services.</p>	Agency Outcome	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
	Numerator						
	Denominator						
	Agency Target						
	Agencies' Rate						
	Agencies' Range						
<p>8. Percent of children who reached 30 months of age by the end of the reporting period, and who were screened for autism using the M-CHAT at least once between the ages of 16-30 months.</p>	Agency Outcome	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
	Numerator						
	Denominator						
	Agency Target						
	Agencies' Rate						
	Agencies' Range						


03/06/2025