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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES
BUREAU OF ELDERLY & ADULT SERVICES

129 PLEASANT STREET, CONCORD, NH 03301-3587

603-271-9203 1-800-351-1888

Jeffrey A. Meyers
CommissionerChristine L. Santaniello
Director

Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

August 17, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Elderly and Adult Services, to exercise a renewal option to a current agreement with Lamprey Health Care, Vendor (#177677), 207 South Main Street, Newmarket, NH 03857, for the provision of health promotion programs that promote health and independence opportunities to New Hampshire citizens, by increasing the price limitation by \$103,948 from \$90,953 to \$194,901, and to extend the completion date from September 30, 2018 to September 30, 2020, effective upon the date of Governor and Council approval. 100% Federal Funds.

This agreement was originally approved by Governor and Council on March 8, 2017, Item #9.

Funds are available in the following account for State Fiscal Year (SFY) 2019, and are anticipated to be available in SFY 2020 and SFY 2021, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust encumbrances between State Fiscal Years through the Budget Office without further approval from the Governor and Executive Council, if needed and justified.

05-95-48-481010-8917 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, HEALTH PROMOTION CONTRACTS (100% Federal Funds)

State Fiscal Year	Class / Account	Class Title	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	102-500731	Contracts for Prog Svc	\$25,986	\$0	\$25,986
2018	102-500731	Contracts for Prog Svc	\$51,974	\$0	\$51,974
2019	102-500731	Contracts for Prog Svc	\$12,993	\$38,981	\$51,974
2020	102-500731	Contracts for Prog Svc	\$0	\$51,974	\$51,974
2021	102-500731	Contracts for Prog Svc	\$0	\$12,993	\$12,993
		Total:	\$90,953	\$103,948	\$194,901

EXPLANATION

The purpose of this request is to continue providing two (2) health prevention programs to the citizens of New Hampshire. One (1) program improves and sustains the quality of life for individuals who have one (1) or more chronic health condition(s) and the other trains leaders to help caregivers learn self-care tools and strategies. Lamprey Health Care, Inc. is licensed to administer the Chronic Disease Self- Management Program (CDSMP) and maintains Institutional Review Board (IRB) approval from the Committee for the Protection of Human Subjects (CPHS) from Dartmouth College.

The Chronic Disease and Self-Management Program (CDSMP) is an evidence-based program, with the goal of improving and sustaining the health and quality of life for individuals who have one or more chronic health condition(s). Individuals learn how to better manage the symptom of their illnesses, fatigue, stress, emotions, as well as how to cope with their illnesses and improve communications with their health care providers. This program has demonstrated a sustained effect on participants and continues to improve participants' sense of well-being and confidence in managing their condition(s).

The Powerful Tools for Caregivers (PTC) program is an evidence-based education program that offers a unique combination of elements that provide caregivers with self-care tools and strategies to:

- Reduce personal stress;
- Communicate their needs to family members and healthcare providers;
- Communicate effectively in challenging situations;
- Cope with difficult emotions; and
- Make difficult caregiver decisions to improve caregiver self-care behaviors, management of emotions, self-efficacy and utilization of community resources.

As referenced in the P-37, Section 18, Amendment and in Exhibit C-1, Revisions to General Provisions of this contract, this contract has the option to be extended for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council. The Department is exercising this renewal option.

Lamprey Health Care, Inc. was originally selected for this project through a competitive bid process. Lamprey Health Care has executed these programs with excellence and the Department wishes to continue this relationship.

Notwithstanding any other provision of the Agreement to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.

Should the Governor and Executive Council decide not to authorize this request, individuals may not have the supports to improve their health and manage their emotional needs to better cope and sustain a quality of life when dealing with chronic diseases. Additionally, caregivers will not have the support and assistance needed to reduce personal stress and cope with difficult emotions when making difficult caregiving decisions, which may result in other more costly forms of care.

Area served: Statewide

Source of Funds: 100% Federal Funds from the United States Department of Health and Human Services, Special Programs for the Aging Title III, Part D Disease Prevention and Health Promotion Services; CFDA #93.043, FAIN #18AANHT3PH.

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

Respectfully submitted,


Christine Santanello
Director

Approved by:


Jeffrey A. Meyers
Commissioner



State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Chronic Disease Self Management and Powerful Tools Contract

This 1st Amendment to the Chronic Disease Self Management and Powerful Tools contract (hereinafter referred to as "Amendment #1") dated this 31st day of May, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Lamprey Health Care Inc., (hereinafter referred to as "the Contractor"), a corporation with a place of business at 207 South Main Street, Newmarket, NH 03857.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 8, 2017, (Item #9), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may renew the Contract for up to two (2) additional years and modify the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
September 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$194,901.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9330.
5. Delete Exhibit B-3 and replace with Exhibit B-3, Amendment #1
6. Add Exhibit B-4 – Budget Form
7. Add Exhibit B-5 – Budget Form
8. Add Exhibit K, DHHS Information Security Requirements.

**New Hampshire Department of Health and Human Services
Chronic Disease Self Management and Powerful Tools**



This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

8/20/18
Date

Christina Santanietto
Name: Christina Santanietto
Title: DSSA Director

CONTRACTOR NAME

7/23/18
Date

Audrey Ashton-Savage
Name:
Title:

Acknowledgement of Contractor's signature:

State of NH, County of Rockingham on July 23, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Michelle L. Gaudet
Signature of Notary Public or Justice of the Peace

Michelle L. Gaudet
Name and Title of Notary or Justice of the Peace

MICHELLE L. GAUDET, Notary Public
My Commission Expires August 2, 2022

My Commission Expires: _____

New Hampshire Department of Health and Human Services
Chronic Disease Self Management and Powerful Tools



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

OFFICE OF THE ATTORNEY GENERAL

8/31/18
Date

[Signature]
Name: Finley Cannon
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services

Bidder/Program Name: Chronic Disease Self Management and Powerful Tools

Budget Request for: Lamprey Health Care, Inc.
(Name of RFP)

Budget Period: SFY 2019 (7/1/2019 - 6/30/2019)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 9,900.00	\$ 792.00	\$ 10,692.00	\$ -	\$ -	\$ -	\$ 9,900.00	\$ 792.00	\$ 10,692.00
2. Employee Benefits	\$ 2,253.00	\$ 180.24	\$ 2,433.24	\$ -	\$ -	\$ -	\$ 2,253.00	\$ 180.24	\$ 2,433.24
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 880.00	\$ 70.40	\$ 950.40	\$ -	\$ -	\$ -	\$ 880.00	\$ 70.40	\$ 950.40
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 831.00	\$ 66.48	\$ 897.48	\$ -	\$ -	\$ -	\$ 831.00	\$ 66.48	\$ 897.48
6. Travel	\$ 200.00	\$ 16.00	\$ 216.00	\$ -	\$ -	\$ -	\$ 200.00	\$ 16.00	\$ 216.00
7. Occupancy	\$ 330.00	\$ 26.40	\$ 356.40	\$ -	\$ -	\$ -	\$ 330.00	\$ 26.40	\$ 356.40
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ 350.00	\$ 28.00	\$ 378.00	\$ -	\$ -	\$ -	\$ 350.00	\$ 28.00	\$ 378.00
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 4,400.00	\$ 352.00	\$ 4,752.00	\$ -	\$ -	\$ -	\$ 4,400.00	\$ 352.00	\$ 4,752.00
12. Subcontracts/Agreements	\$ 22,380.00	\$ 1,790.40	\$ 24,170.40	\$ -	\$ -	\$ -	\$ 22,380.00	\$ 1,790.40	\$ 24,170.40
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Leader Stipends	\$ 6,800.00	\$ 528.00	\$ 7,128.00	\$ -	\$ -	\$ -	\$ 6,800.00	\$ 528.00	\$ 7,128.00
TOTAL	\$ 48,124.00	\$ 3,849.92	\$ 51,973.92	\$ -	\$ -	\$ -	\$ 48,124.00	\$ 3,849.92	\$ 51,973.92

Indirect As A Percent of Direct

8.0%

Contractor Initials **ARB**
Date **7/23/18**

New Hampshire Department of Health and Human Services

Bidder/Program Name: Chronic Disease Self Management and Powerful Tools

Budget Request for: Lamprey Health Care, Inc.

(Name of RFP)

Budget Period: SFY 2020 (7/1/2019 - 6/30/2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 9,900.00	\$ 792.00	\$ 10,692.00	\$ -	\$ -	\$ -	\$ 9,900.00	\$ 792.00	\$ 10,692.00
2. Employee Benefits	\$ 2,253.00	\$ 180.24	\$ 2,433.24	\$ -	\$ -	\$ -	\$ 2,253.00	\$ 180.24	\$ 2,433.24
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 880.00	\$ 70.40	\$ 950.40	\$ -	\$ -	\$ -	\$ 880.00	\$ 70.40	\$ 950.40
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 831.00	\$ 66.48	\$ 897.48	\$ -	\$ -	\$ -	\$ 831.00	\$ 66.48	\$ 897.48
6. Travel	\$ 200.00	\$ 16.00	\$ 216.00	\$ -	\$ -	\$ -	\$ 200.00	\$ 16.00	\$ 216.00
7. Occupancy	\$ 330.00	\$ 26.40	\$ 356.40	\$ -	\$ -	\$ -	\$ 330.00	\$ 26.40	\$ 356.40
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ 350.00	\$ 28.00	\$ 378.00	\$ -	\$ -	\$ -	\$ 350.00	\$ 28.00	\$ 378.00
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 4,400.00	\$ 352.00	\$ 4,752.00	\$ -	\$ -	\$ -	\$ 4,400.00	\$ 352.00	\$ 4,752.00
12. Subcontracts/Agreements	\$ 22,380.00	\$ 1,790.40	\$ 24,170.40	\$ -	\$ -	\$ -	\$ 22,380.00	\$ 1,790.40	\$ 24,170.40
13. Other (specific details mandatory):	\$ 6,800.00	\$ 528.00	\$ 7,128.00	\$ -	\$ -	\$ -	\$ 6,800.00	\$ 528.00	\$ 7,128.00
TOTAL	\$ 48,124.00	\$ 3,849.92	\$ 51,973.92	\$ -	\$ -	\$ -	\$ 48,124.00	\$ 3,849.92	\$ 51,973.92

Indirect As A Percent of Direct

8.0%

Contractor's Initials *MLR*
Date 7/23/18

New Hampshire Department of Health and Human Services

Bidder/Program Name: Chronic Disease Self Management and Powerful Tools

Budget Request for: Lamprey Health Care, Inc.

(Name of RFP)

Budget Period: SFY 2021 (7/1/2020 - 6/30/2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 3,500.00	\$ 280.00	\$ 3,780.00	\$ -	\$ -	\$ -	\$ 3,500.00	\$ 280.00	\$ 3,780.00
2. Employee Benefits	\$ 798.25	\$ 83.70	\$ 859.95	\$ -	\$ -	\$ -	\$ 798.25	\$ 83.70	\$ 859.95
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 250.00	\$ 20.00	\$ 270.00	\$ -	\$ -	\$ -	\$ 250.00	\$ 20.00	\$ 270.00
6. Travel	\$ 35.00	\$ 2.80	\$ 37.80	\$ -	\$ -	\$ -	\$ 35.00	\$ 2.80	\$ 37.80
7. Occupancy	\$ 85.00	\$ 6.80	\$ 91.80	\$ -	\$ -	\$ -	\$ 85.00	\$ 6.80	\$ 91.80
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 2,364.00	\$ 189.12	\$ 2,553.12	\$ -	\$ -	\$ -	\$ 2,364.00	\$ 189.12	\$ 2,553.12
12. Subcontracts/Agreements	\$ 5,000.00	\$ 400.00	\$ 5,400.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 400.00	\$ 5,400.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 12,030.25	\$ 962.42	\$ 12,992.67	\$ -	\$ -	\$ -	\$ 12,030.25	\$ 962.42	\$ 12,992.67

Indirect As A Percent of Direct

8.0%

Contractor's Initials *APB*
Date *7/23/18*



DHHS Information Security Requirements

A. Definitions

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

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

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

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

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7/23/18



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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



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

DHHS Information Security Requirements



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 additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.



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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

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



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

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

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

AAS

7/23/18

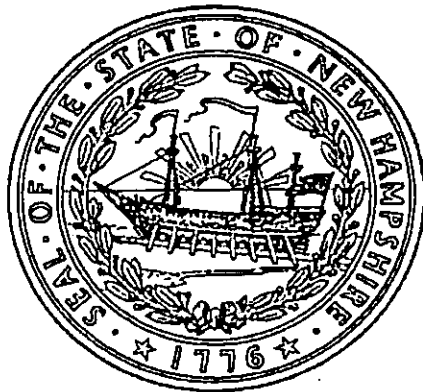
State of New Hampshire
Department of State

CERTIFICATE

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

Business ID: 66382

Certificate Number : 0004080481



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of April A.D. 2018.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, T. Chris Drew, do hereby certify that:

1. I am a duly elected Officer of Lamprey Heath Care, Inc.

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on Friday, July 13, 2018:


RESOLVED: That the Audrey Ashton-Savage, President

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 23 day of July, 2018.
(Date Contract Signed)

4. T. Chris Drew is the duly elected Secretary of the Agency.


(Signature of the Elected Officer)

STATE OF New Hampshire

County of Rockingham

The forgoing instrument was acknowledged before me this 23 day of July, 2018.

By T. Chris Drew, Secretary, Lamprey Health Care, Inc.
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)


MICHELLE L. GAUDET, Notary Public
Commission Expires ~~My Commission Expires~~ August 2, 2022

LAMPREY HEALTH CARE

Where Excellence and Caring go Hand in Hand

2017-2018 Board of Directors

Audrey Ashton-Savage
(Chair/President)
Term Ends 2018

Frank Goodspeed (Vice President)
Term Ends 2020

Mark E. Howard, Esq. (Treasurer)
Term Ends 2020

Thomas "Chris" Drew (Secretary)
Term Ends 2019

Amanda Pears Kelly
Term Ends 2020

Arvind Ranade
Term Ends 2018

Carol LaCross
Term Ends 2018

Elizabeth Crepeau
Immediate Past President
Term ends 2018

Heather Long
Term ends 2019

Raymond Goodman, III
Term ends 2018

Rev. W. Allan Knight
Term Ends 2018

Robert S. Woodward
Term Ends 2019

Wilberto Torres
Term Ends 2019

Edward Nyette
Term Ends 2019

Lara Rice
Term Ends 2020

Landon Gamble
Term Ends 2020

Robert Gilbert
Term Ends 2020

Non-Voting Board Member

Michael Merenda,
Board Member *Emeritus*

Brianna Ferraro

Education:

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

Experience:

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

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

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

Extracurricular Activities

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

Program Staff List
Key Personnel

Lamprey Health Care/Southern NH AHEC
Chronic Disease Self-Management Program and Powerful Tools for Caregivers.

Date: July 23, 2018

Position Title	Current Individual in Position	Hourly rate	Hours/week	% Paid from this Contract	Amount Funded by other sources
Paula K. Smith	AHEC Director	\$51.93	1.5	.0375	\$103963
Brianna Ferraro	Program Coordinator	\$18	6.25	.156	\$31590

Program Staff List
Key Personnel

Lamprey Health Care/Southern NH AHEC
Chronic Disease Self-Management Program and Powerful Tools for Caregivers.

Date: July 1, 2017-June 30, 2018

Position Title	Current Individual in Position	Hourly rate	Hours/week	% Paid from this Contract	Amount Funded by other sources
Paula K. Smith	AHEC Director		2	.05	\$
Gina Savinelli	Program Coordinator		6	.15	

Program Staff List
Key Personnel

Lamprey Health Care/Southern NH AHEC
Chronic Disease Self-Management Program and Powerful Tools for Caregivers.

Date: July 1, 2018-September 30, 2018

Position Title	Current Individual in Position	Hourly rate	Hours/week	% Paid from this Contract	Amount Funded by other sources
Paula K. Smith	AHEC Director		2	.05	
Gina Savinelli	Program Coordinator		6	.15	

Paula K. Smith, MBA, EdD

EDUCATION

Rivier University, Nashua NH

Doctoral Program in Education, Leadership and Learning, May 2018

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

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

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

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

University of Massachusetts, Boston, Harbor Campus, Boston, MA 02125

Masters in Business Administration, 1991

Boston University School of Public Health, Boston, MA

Negotiation and Conflict Resolution for Health Care Management
(Training Program), 1991

University of New Hampshire, Durham, NH

Bachelor of Science, Health Administration and Planning, 1985

PROFESSIONAL EXPERIENCE

February 1998

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

Present

Lamprey Health Care, Raymond, NH

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

October 1995 to

Regional Services Coordinator

February 1998

New England Community Health Center Association, Woburn, MA

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

February 1992 to
October 1995
Paula K. Smith
Page 2

Program Director
Department of Medical Security, Boston, MA

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

May 1990 to
February 1992

Contract Manager
Department of Medical Security, Boston, MA

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

October 1988 to
May 1990

Contract Specialist
Office of the State Comptroller, Boston, MA

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

January 1988 to
October 1988

Contract Officer
Office of the State Comptroller, Boston, MA

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

September 1985 to
January 1988

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

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

AFFILIATIONS

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

References Available Upon Request

LAMPREY HEALTH CARE

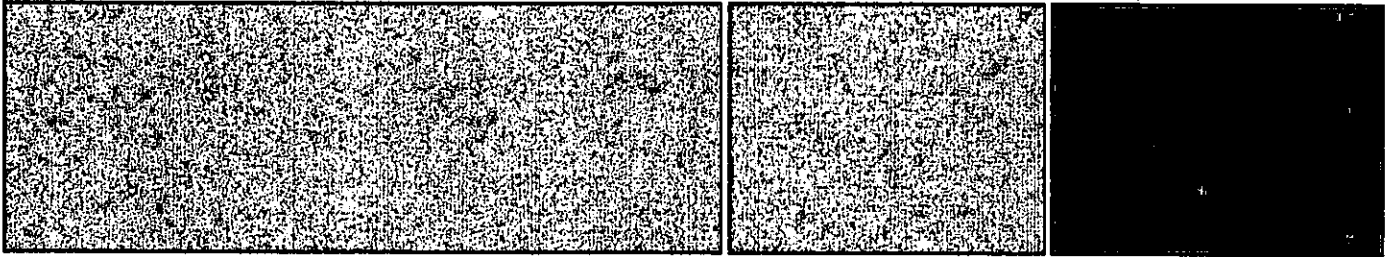
Where Excellence and Caring go Hand in Hand

Lamprey Health Care's Mission

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

AHEC's Mission

Southern New Hampshire Area Health Education Center's mission is to develop, promote and coordinate community and academic multi-disciplinary partnerships for health professions education. We focus on under-served communities and provide education for students, practicing health professionals, and members of southern New Hampshire communities.



LAMPREY
HEALTH CARE
Where Excellence and Caring go Hand in Hand

CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

September 30, 2017 and 2016

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

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

We have audited the accompanying consolidated financial statements of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc., which comprise the consolidated balance sheets as of September 30, 2017 and 2016, and the related consolidated statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc. as of September 30, 2017 and 2016, and the results of their operations, changes in their net assets and their cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying consolidating balance sheets as of September 30, 2017 and 2016, and the related consolidating statements of operations and changes in net assets for the years then ended, are presented for purposes of additional analysis rather than to present the financial position and changes in net assets of the individual entities, and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
December 13, 2017

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

Balance Sheets

September 30, 2017 and 2016

ASSETS

	<u>2017</u>	<u>2016</u>
Current assets		
Cash and cash equivalents	\$ 1,196,504	\$ 1,297,839
Patient accounts receivable, less allowance for uncollectible accounts of \$233,455 in 2017 and \$278,061 in 2016	1,071,115	1,078,036
Grants receivable	476,151	230,153
Other receivables	85,357	146,634
Inventory	63,579	-
Other current assets	<u>160,946</u>	<u>91,072</u>
Total current assets	3,053,652	2,843,734
Investment in limited liability company	20,298	16,204
Assets limited as to use	3,425,833	3,576,001
Property and equipment, net	<u>7,870,894</u>	<u>7,995,234</u>
Total assets	<u>\$14,370,677</u>	<u>\$14,431,173</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	\$ 396,284	\$ 227,044
Accrued payroll and related expenses	880,477	816,452
Deferred revenue	89,040	84,523
Current maturities of long-term debt	<u>97,502</u>	<u>87,270</u>
Total current liabilities	1,463,303	1,215,289
Long-term debt, less current maturities	2,243,339	2,345,388
Market value of interest rate swap	<u>13,769</u>	<u>44,773</u>
Total liabilities	<u>3,720,411</u>	<u>3,605,450</u>
Net assets		
Unrestricted	10,176,258	10,343,967
Temporarily restricted	<u>474,008</u>	<u>481,756</u>
Total net assets	<u>10,650,266</u>	<u>10,825,723</u>
Total liabilities and net assets	<u>\$14,370,677</u>	<u>\$14,431,173</u>

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

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

Statements of Operations

Years Ended September 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Operating revenue		
Patient service revenue	\$ 8,906,722	\$ 8,559,018
Provision for bad debts	<u>(274,770)</u>	<u>(245,051)</u>
Net patient service revenue	8,631,952	8,313,967
Grants, contracts and contributions	5,262,945	5,386,459
Other operating revenue	877,054	1,051,497
Net assets released from restriction for operations	<u>75,190</u>	<u>48,277</u>
Total operating revenue	<u>14,847,141</u>	<u>14,800,200</u>
Operating expenses		
Salaries and wages	9,361,791	8,905,482
Employee benefits	1,860,717	1,732,731
Supplies	593,252	643,271
Purchased services	1,526,562	1,136,048
Facilities	589,108	519,444
Other operating expenses	590,580	710,086
Insurance	137,232	136,597
Depreciation	444,584	359,456
Interest	<u>117,623</u>	<u>113,562</u>
Total operating expenses	<u>15,221,449</u>	<u>14,256,677</u>
Operating (loss) income and (deficit) excess of revenue over expenses	(374,308)	543,523
Change in fair value of financial instrument	31,004	(7,062)
Grants for capital acquisition	166,366	232,894
Net assets released from restriction for capital acquisition	<u>9,229</u>	<u>9,229</u>
(Decrease) increase in unrestricted net assets	<u>\$ (167,709)</u>	<u>\$ 778,584</u>

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

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

Statements of Changes in Net Assets

Years Ended September 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Unrestricted net assets		
(Deficit) excess of revenue over expenses	\$ (374,308)	\$ 543,523
Change in fair value of financial instrument	31,004	(7,062)
Grants for capital acquisition	166,366	232,894
Net assets released from restriction for capital acquisition	<u>9,229</u>	<u>9,229</u>
(Decrease) increase in unrestricted net assets	<u>(167,709)</u>	<u>778,584</u>
Temporarily restricted net assets		
Provision for uncollectible pledges	(1,100)	-
Contributions	77,771	87,379
Net assets released from restrictions for operations	(75,190)	(48,277)
Net assets released from restrictions for capital acquisition	<u>(9,229)</u>	<u>(9,229)</u>
(Decrease) increase in temporarily restricted net assets	<u>(7,748)</u>	<u>29,873</u>
Change in net assets	(175,457)	808,457
Net assets, beginning of year	<u>10,825,723</u>	<u>10,017,266</u>
Net assets, end of year	<u>\$10,650,266</u>	<u>\$10,825,723</u>

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

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

Statements of Cash Flows

Years Ended September 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Cash flows from operating activities		
Change in net assets	\$ (175,457)	\$ 808,457
Adjustments to reconcile change in net assets to net cash (used) provided by operating activities		
Provision for bad debts	274,770	245,051
Depreciation	444,584	359,456
Equity in earnings of limited liability company	(4,094)	(15,704)
Change in fair value of financial instrument	(31,004)	7,062
Grants for capital acquisition	(166,366)	(232,894)
Write off of uncollectible pledges	1,100	-
(Increase) decrease in the following assets:		
Patient accounts receivable	(267,849)	(271,353)
Grants receivable	(245,998)	269,218
Other receivable	61,277	(20,108)
Inventory	(63,579)	-
Other current assets	(69,874)	11,690
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	169,240	(76,510)
Accrued payroll and related expenses	64,025	(216,391)
Deferred revenue	4,517	(37,612)
Net cash (used) provided by operating activities	<u>(4,708)</u>	<u>830,362</u>
Cash flows from investing activities		
Increase in designated funds	(591,411)	(2,276,818)
Release of designated funds	740,479	707,573
Capital expenditures	<u>(320,244)</u>	<u>(569,864)</u>
Net cash used by investing activities	<u>(171,176)</u>	<u>(2,139,109)</u>
Cash flows from financing activities		
Grants for capital acquisition	166,366	232,894
Principal payments on long-term debt	<u>(91,817)</u>	<u>(87,453)</u>
Net cash provided by financing activities	<u>74,549</u>	<u>145,441</u>
Net decrease in cash and cash equivalents	(101,335)	(1,163,306)
Cash and cash equivalents, beginning of year	<u>1,297,839</u>	<u>2,461,145</u>
Cash and cash equivalents, end of year	<u>\$ 1,196,504</u>	<u>\$ 1,297,839</u>
Supplemental disclosure of cash flow information		
Cash paid for interest	\$ 117,623	\$ 113,562

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

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

Notes to Financial Statements

September 30, 2017 and 2016

Organization

Lamprey Health Care, Inc. (LHC) is a non-stock, non-profit corporation organized in the State of New Hampshire. LHC is a Federally Qualified Health Center (FQHC) whose primary purpose is to provide quality-based family health and medical services to residents of southern New Hampshire without regard to the patient's ability to pay for these services.

Subsidiary

Friends of Lamprey Health Care, Inc. (FLHC) is a non-stock, non-profit corporation organized in the State of New Hampshire. FLHC's primary purpose is to support LHC. FLHC is also the owner of the property occupied by LHC's administrative and program offices in Newmarket, New Hampshire. LHC is the sole member of FLHC.

1. **Summary of Significant Accounting Policies**

Principles of Consolidation

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

Use of Estimates

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

Income Taxes

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

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and petty cash funds and exclude assets limited as to use.

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

Notes to Financial Statements

September 30, 2017 and 2016

Allowance for Uncollectible Accounts

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectibility of patient accounts receivable, the Organization analyzes its past collection history and identifies trends for all funding sources in the aggregate. In addition, balances in excess of one year are 100% reserved. Management regularly reviews revenue and payer mix data in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts follows:

	<u>2017</u>	<u>2016</u>
Balance, beginning of year	\$ 278,061	\$ 319,715
Provision	274,770	245,051
Write-offs	<u>(319,376)</u>	<u>(286,705)</u>
Balance, end of year	<u>\$ 233,455</u>	<u>\$ 278,061</u>

Grants and Other Receivables

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

Investment in Limited Liability Company

The Organization is one of eight partners who each made a capital contribution of \$500 to Primary Health Care Partners (PHCP) during 2015. The purposes of PHCP are: (i) to engage and contract directly with the payers of health care to influence the design and testing of emerging payment methodologies; (ii) to achieve the three part aim of better care for individuals, better health for populations and lower growth in expenditures in connection with both governmental and non-governmental payment systems; (iii) to undertake joint activities to offer access to high quality, cost effective medical, mental health, oral health, home care and other community-based services, based upon the medical home model of primary care delivery, that promote health and well-being by developing and implementing effective clinical and administrative systems in a manner that is aligned with the FQHC model; and to lead collaborative efforts to manage costs and improve the quality of primary care services delivered by health centers operated throughout the state of New Hampshire; and (iv) to engage in any and all lawful activities, including without limitation the negotiation of contracts, agreements and/or arrangements (with payers and other parties). The Organization's investment in PHCP is reported using the equity method and the investment amounted to \$20,298 and \$16,204 at September 30, 2017 and 2016, respectively.

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

Notes to Financial Statements

September 30, 2017 and 2016

Assets Limited as To Use

Assets limited as to use include assets set aside under loan agreements for repairs and maintenance on the real property collateralizing the loan, assets designated by the board of directors for specific projects or purposes and donor-restricted contributions.

Property and Equipment

Property and equipment acquisitions are recorded at cost, less accumulated depreciation. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method.

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as unrestricted net assets and excluded from the excess of revenue over expenses unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted net assets. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Temporarily Restricted Net Assets

Temporarily restricted net assets include contributions and grants for which donor-imposed restrictions have not been met. Assets are released from restrictions as expenditures are made in line with restrictions called for under the terms of the donor. Restricted grants received prior to 2000 and restricted for capital acquisition are released from restriction over the life of the related acquired assets, matching depreciation expense.

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

340B Drug Pricing Program

LHC, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHCs and other identified entities at a reduced price. LHC contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of LHC and bills Medicare and commercial insurances on behalf of LHC. Reimbursement received by the pharmacies is remitted to LHC net of dispensing and administrative fees. Revenue generated from the program is included in patient service revenue net of third party allowances. The cost of drug replenishments and contracted expenses incurred related to the program are included in other operating expenses.

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

Notes to Financial Statements

September 30, 2017 and 2016

Charity Care

The Organization provides discounts to patients who meet certain criteria under its sliding fee discount program. Because the Organization does not pursue collection of amounts determined to qualify for the sliding fee discount, they are not reported as patient service revenue.

Donor-Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is received and the conditions are met. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the consolidated statements of operations as "net assets released from restrictions." Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying consolidated financial statements.

Functional Expenses

The Organization provides health care and wrap around services, including translation and care management, to residents of the greater Newmarket, Raymond, and Nashua, New Hampshire communities. Expenses related to providing these services are classified by their general nature as follows:

	<u>2017</u>	<u>2016</u>
Program services	\$ 11,385,329	\$ 12,177,340
Administrative and general	<u>3,836,120</u>	<u>2,079,337</u>
Total	<u>\$ 15,221,449</u>	<u>\$ 14,256,677</u>

(Deficit) Excess of Revenue Over Expenses

The consolidated statements of operations reflect the (deficit) excess of revenue over expenses. Changes in unrestricted net assets which are excluded from this measure, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets) and changes in fair value of an interest rate swap.

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

Notes to Financial Statements

September 30, 2017 and 2016

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through December 13, 2017, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

2. Assets Limited as to Use

Assets limited as to use are composed of cash and cash equivalents and consist of the following:

	<u>2017</u>	<u>2016</u>
United States Department of Agriculture, Rural Development (Rural Development) loan agreements Designated by the governing board Donor restricted, temporarily	\$ 142,587 2,924,858 <u>358,388</u>	\$ 142,495 3,076,600 <u>356,906</u>
Total	<u>\$ 3,425,833</u>	<u>\$ 3,576,001</u>

3. Property and Equipment

Property and equipment consists of the following:

	<u>2017</u>	<u>2016</u>
Land	\$ 1,146,784	\$ 1,146,784
Building and improvements	10,829,267	10,960,901
Furniture, fixtures and equipment	<u>1,685,929</u>	<u>1,909,684</u>
Total cost	<u>13,661,980</u>	<u>14,017,369</u>
Less accumulated depreciation	<u>5,791,086</u>	<u>6,022,135</u>
Property and equipment, net	<u>\$ 7,870,894</u>	<u>\$ 7,995,234</u>

In 2011, the Organization made renovations to certain buildings with federal grant funding under the ARRA – Facility Improvement Program. In accordance with the grant agreement, a Notice of Federal Interest (NFI) was filed in the appropriate official records of the jurisdiction in which the property is located. The NFI is designed to notify any prospective buyer or creditor that the Federal Government has a financial interest in the real property acquired under the aforementioned grant; that the property may not be used for any purpose inconsistent with that authorized by the grant program statute and applicable regulations; that the property may not be mortgaged or otherwise used as collateral without the written permission of the Associate Administrator of the Office of Federal Assistance Management, Health Resources and Services Administration (OFAM, HRSA); and that the property may not be sold or transferred to another party without the written permission of the Associate Administrator of OFAM and HRSA.

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

Notes to Financial Statements

September 30, 2017 and 2016

4. Line of Credit

The Organization has an available \$1,000,000 revolving line of credit from a local bank through May 2019, with an interest rate of 4.25%. The line of credit is collateralized by all business assets. There was no outstanding balance at September 30, 2017 and 2016.

5. Long-Term Debt

Long-term debt consists of the following:

	<u>2017</u>	<u>2016</u>
Promissory note payable to local bank; see terms outlined below.	\$ 894,652	\$ 914,652
4.375% promissory note payable to Rural Development, paid in monthly installments of \$5,000, which includes interest, through December 2036. The note is collateralized by all tangible property owned by the Organization.	777,466	802,850
5.375% promissory note payable to Rural Development, paid in monthly installments of \$4,949, which includes interest, through June 2026. The note is collateralized by all tangible property owned by the Organization.	413,615	449,728
4.75% promissory note payable to Rural Development, paid in monthly installments of \$1,892, which includes interest, through November 2033. The note is collateralized by all tangible property owned by the Organization.	<u>255,108</u>	<u>265,428</u>
Total long-term debt	2,340,841	2,432,658
Less current maturities	<u>97,502</u>	<u>87,270</u>
Long-term debt, less current maturities	<u>\$ 2,243,339</u>	<u>\$ 2,345,388</u>

The Organization has a promissory note with a local bank which is a ten-year balloon note to be paid at the amortization rate of 30 years, with monthly principal payments of \$1,345 plus interest at 85% of the one-month LIBOR rate plus 2.125% through January 2022 when the balloon payment is due. The note is collateralized by the real estate. The Organization has an interest rate swap agreement for the ten-year period through 2022 that limits the potential interest rate fluctuation and essentially fixes the rate at 4.13%. The fair market value of the interest rate swap agreement was a liability of \$13,769 and \$44,773 at September 30, 2017 and 2016, respectively.

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

Notes to Financial Statements

September 30, 2017 and 2016

New Hampshire Health and Educational Facilities Authority (NHHEFA) participated in the lending for 30% of the promissory note, amounting to \$300,000 through May 2016. Under the NHHEFA program, the interest rate on that portion was not subject to the swap agreement and was a variable rate based on 50% of the interest rate charged by the local banking institution, which was 85% of the one-month LIBOR rate plus 2.125%.

The Organization is required to meet certain administrative and financial covenants under various loan agreements included above. The Organization is in compliance with all loan covenants at September 30, 2017.

Maturities of long-term debt for the next five years are as follows:

2018	\$ 97,502
2019	102,093
2020	106,962
2021	112,067
2022	892,951
Thereafter	<u>1,029,266</u>
Total	<u>\$ 2,340,841</u>

6. Temporarily Restricted Net Assets

Temporarily restricted net assets consisted of the following:

	<u>2017</u>	<u>2016</u>
Temporarily restricted for:		
Capital improvements (expended)	\$ 115,620	\$ 124,850
Dental	-	8,998
Community programs	320,645	289,037
Education	-	10,636
Substance abuse prevention	<u>37,743</u>	<u>48,235</u>
Total	<u>\$ 474,008</u>	<u>\$ 481,756</u>

The composition of assets comprising temporarily restricted net assets at September 30, 2017 and 2016 is as follows:

	<u>2017</u>	<u>2016</u>
Assets limited as to use	\$ 358,388	\$ 356,906
Property and equipment	<u>115,620</u>	<u>124,850</u>
Total	<u>\$ 474,008</u>	<u>\$ 481,756</u>

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

Notes to Financial Statements

September 30, 2017 and 2016

7. Patient Service Revenue

Patient service revenue follows:

	<u>2017</u>	<u>2016</u>
Gross charges	\$12,752,924	\$12,266,368
340B pharmacy revenue	<u>1,198,264</u>	<u>1,031,373</u>
Total gross revenue	13,951,188	13,297,741
Contractual adjustments	(4,155,815)	(3,841,311)
Sliding fee scale discounts	(869,606)	(893,221)
Other discounts	<u>(19,045)</u>	<u>(4,191)</u>
Total patient service revenue	<u>\$ 8,906,722</u>	<u>\$ 8,559,018</u>

Revenue from the Medicaid and Medicare programs accounted for approximately 28% and 16%, respectively, of the Organization's gross patient service revenue for the year ended September 30, 2017 and 31% and 16%, respectively, for the year ended September 30, 2016. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Management believes that the Organization is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

A summary of the payment arrangements with major third-party payers follows:

Medicare

The Organization is reimbursed for the care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by federal guidelines. Overall, reimbursement was and continues to be subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through September 30, 2016.

Medicaid and Other Payers

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively-determined rates per visit, discounts from established charges and capitated arrangements for primary care services on a per-member, per-month basis.

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

Notes to Financial Statements

September 30, 2017 and 2016

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization charity care policy amounted to approximately \$1,096,647 and \$942,628 for the years ended September 30, 2017 and 2016, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

8. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 403(b). The Organization contributed \$349,378 and \$326,988 for the years ended September 30, 2017 and 2016, respectively.

9. Concentration of Risk

The Organization has cash deposits in major financial institutions which exceed federal depository insurance limits. The financial institutions have a strong credit rating and management believes the credit risk related to these deposits is minimal.

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. Following is a summary of accounts receivable, by funding source, at September 30:

	<u>2017</u>	<u>2016</u>
Medicare	18 %	22 %
Medicaid	15 %	17 %
Anthem Blue Cross Blue Shield	14 %	11 %
Other payers	<u>53 %</u>	<u>50 %</u>
	<u>100 %</u>	<u>100 %</u>

The Organization receives a significant amount of grants from the U.S. Department of Health and Human Services (DHHS). As with all government funding, these grants are subject to reduction or termination in future years. For the years ended September 30, 2017 and September 30, 2016, grants from DHHS (including both direct awards and awards passed through other organizations) represented approximately 77% and 83%, respectively, of grants, contracts and contributions.

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

Notes to Financial Statements

September 30, 2017 and 2016

10. Medical Malpractice

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of the year ended September 30, 2017, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

SUPPLEMENTARY INFORMATION

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

Consolidating Balance Sheet

September 30, 2017

ASSETS

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2017 Consolidated
Current assets			
Cash and cash equivalents	\$ 543,845	\$ 652,659	\$ 1,196,504
Patient accounts receivable, net	1,071,115	-	1,071,115
Grants receivable	476,151	-	476,151
Other receivables	85,357	-	85,357
Inventory	63,579	-	63,579
Other current assets	<u>160,946</u>	<u>-</u>	<u>160,946</u>
Total current assets	2,400,993	652,659	3,053,652
Investment in limited liability company	20,298	-	20,298
Assets limited as to use	3,141,359	284,474	3,425,833
Property and equipment, net	<u>5,869,762</u>	<u>2,001,132</u>	<u>7,870,894</u>
Total assets	<u>\$11,432,412</u>	<u>\$ 2,938,265</u>	<u>\$ 14,370,677</u>

LIABILITIES AND NET ASSETS

Current liabilities			
Accounts payable and accrued expenses	\$ 393,269	\$ 3,015	\$ 396,284
Accrued payroll and related expenses	880,477	-	880,477
Deferred revenue	89,040	-	89,040
Current maturities of long-term debt	<u>60,169</u>	<u>37,333</u>	<u>97,502</u>
Total current liabilities	1,422,955	40,348	1,463,303
Long-term debt, less current maturities	1,248,098	995,241	2,243,339
Market value of interest rate swap	<u>13,769</u>	<u>-</u>	<u>13,769</u>
Total liabilities	<u>2,684,822</u>	<u>1,035,589</u>	<u>3,720,411</u>
Net assets			
Unrestricted	8,273,582	1,902,676	10,176,258
Temporarily restricted	<u>474,008</u>	<u>-</u>	<u>474,008</u>
Total net assets	<u>8,747,590</u>	<u>1,902,676</u>	<u>10,650,266</u>
Total liabilities and net assets	<u>\$11,432,412</u>	<u>\$ 2,938,265</u>	<u>\$ 14,370,677</u>

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

Consolidating Balance Sheet

September 30, 2016

ASSETS

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2016 Consolidated
Current assets			
Cash and cash equivalents	\$ 752,675	\$ 545,164	\$ 1,297,839
Patient accounts receivable, net	1,078,036	-	1,078,036
Grants receivable	230,153	-	230,153
Other receivables	146,634	-	146,634
Other current assets	<u>91,072</u>	<u>-</u>	<u>91,072</u>
Total current assets	2,298,570	545,164	2,843,734
Investment in limited liability company	16,204	-	16,204
Assets limited as to use	3,271,814	304,187	3,576,001
Property and equipment, net	<u>5,936,064</u>	<u>2,059,170</u>	<u>7,995,234</u>
Total assets	<u>\$11,522,652</u>	<u>\$ 2,908,521</u>	<u>\$ 14,431,173</u>

LIABILITIES AND NET ASSETS

Current liabilities			
Accounts payable and accrued expenses	\$ 227,044	\$ -	\$ 227,044
Accrued payroll and related expenses	816,452	-	816,452
Deferred revenue	84,523	-	84,523
Current-maturities of long-term debt	<u>51,570</u>	<u>35,700</u>	<u>87,270</u>
Total current liabilities	1,179,589	35,700	1,215,289
Long-term debt, less current maturities	1,312,810	1,032,578	2,345,388
Market value of interest rate swap	<u>44,773</u>	<u>-</u>	<u>44,773</u>
Total liabilities	<u>2,537,172</u>	<u>1,068,278</u>	<u>3,605,450</u>
Net assets			
Unrestricted	8,503,724	1,840,243	10,343,967
Temporarily restricted	<u>481,756</u>	<u>-</u>	<u>481,756</u>
Total net assets	<u>8,985,480</u>	<u>1,840,243</u>	<u>10,825,723</u>
Total liabilities and net assets	<u>\$11,522,652</u>	<u>\$ 2,908,521</u>	<u>\$ 14,431,173</u>

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

Consolidating Statement of Operations

Year Ended September 30, 2017

	Lamprey Health Care Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	2017 Consolidated
Operating revenue				
Patient service revenue	\$ 8,906,722	\$ -	\$ -	\$ 8,906,722
Provision for bad debts	<u>(274,770)</u>	<u>-</u>	<u>-</u>	<u>(274,770)</u>
Net patient service revenue	8,631,952	-	-	8,631,952
Rental income	-	227,916	(227,916)	-
Grants, contracts and contributions	5,262,945	-	-	5,262,945
Other operating revenue	876,963	91	-	877,054
Net assets released from restriction for operations	<u>75,190</u>	<u>-</u>	<u>-</u>	<u>75,190</u>
Total operating revenue	<u>14,847,050</u>	<u>228,007</u>	<u>(227,916)</u>	<u>14,847,141</u>
Operating expenses				
Salaries and wages	9,361,791	-	-	9,361,791
Employee benefits	1,860,717	-	-	1,860,717
Supplies	593,070	182	-	593,252
Purchased services	1,526,457	105	-	1,526,562
Facilities	803,891	13,133	(227,916)	589,108
Other operating expenses	586,192	4,388	-	590,580
Insurance	137,232	-	-	137,232
Depreciation	346,833	97,751	-	444,584
Interest expense	<u>67,608</u>	<u>50,015</u>	<u>-</u>	<u>117,623</u>
Total operating expenses	<u>15,283,791</u>	<u>165,574</u>	<u>(227,916)</u>	<u>15,221,449</u>
Operating (loss) income and (deficit) excess of revenue over expenses	(436,741)	62,433	-	(374,308)
Change in fair value of financial instrument	31,004	-	-	31,004
Grants for capital acquisition	166,366	-	-	166,366
Net assets released from restrictions for capital acquisition	<u>9,229</u>	<u>-</u>	<u>-</u>	<u>9,229</u>
(Decrease) increase in unrestricted net assets	<u>\$ (230,142)</u>	<u>\$ 62,433</u>	<u>\$ -</u>	<u>\$ (167,709)</u>

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

Consolidating Statement of Operations

Year Ended September 30, 2016

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	2016 Consolidated
Operating revenue				
Patient service revenue	\$ 8,559,018	\$ -	\$ -	\$ 8,559,018
Provision for bad debts	(245,051)	-	-	(245,051)
Net patient service revenue	8,313,967	-	-	8,313,967
Rental income	-	227,916	(227,916)	-
Grants, contracts and contributions	5,386,459	-	-	5,386,459
Other operating revenue	1,051,419	78	-	1,051,497
Net assets released from restriction for operations	48,192	85	-	48,277
Total operating revenue	<u>14,800,037</u>	<u>228,079</u>	<u>(227,916)</u>	<u>14,800,200</u>
Operating expenses				
Salaries and wages	8,905,482	-	-	8,905,482
Employee benefits	1,732,731	-	-	1,732,731
Supplies	643,191	80	-	643,271
Purchased services	1,136,048	-	-	1,136,048
Facilities	731,597	15,763	(227,916)	519,444
Other operating expenses	707,003	3,083	-	710,086
Insurance	136,597	-	-	136,597
Depreciation	259,514	99,942	-	359,456
Interest	64,999	48,563	-	113,562
Total operating expenses	<u>14,317,162</u>	<u>167,431</u>	<u>(227,916)</u>	<u>14,256,677</u>
Operating income and excess of revenue over expenses	482,875	60,648	-	543,523
Change in fair value of financial instrument	(7,062)	-	-	(7,062)
Grants for capital acquisition	232,894	-	-	232,894
Net assets released from restrictions for capital acquisition	9,229	-	-	9,229
Increase in unrestricted net assets	<u>\$ 717,936</u>	<u>\$ 60,648</u>	<u>\$ -</u>	<u>\$ 778,584</u>

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

Consolidating Statement of Changes in Net Assets

Year Ended September 30, 2017

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2017 Consolidated
Unrestricted net assets			
(Deficit) excess of revenue over expenses	(436,741)	62,433	(374,308)
Change in fair value of financial instrument	31,004	-	31,004
Grants for capital acquisition	166,366	-	166,366
Net assets released from restrictions for capital acquisition	<u>9,229</u>	<u>-</u>	<u>9,229</u>
(Decrease) increase in unrestricted net assets	<u>(230,142)</u>	<u>62,433</u>	<u>(167,709)</u>
Temporarily restricted net assets			
Write off of uncollectible pledge	(1,100)	-	(1,100)
Contributions	77,771	-	77,771
Net assets released from restrictions for operations	(75,190)	-	(75,190)
Net assets released from restrictions for capital acquisition	<u>(9,229)</u>	<u>-</u>	<u>(9,229)</u>
Decrease in temporarily restricted net assets	<u>(7,748)</u>	<u>-</u>	<u>(7,748)</u>
Change in net assets	(237,890)	62,433	(175,457)
Net assets, beginning of year	<u>8,985,480</u>	<u>1,840,243</u>	<u>10,825,723</u>
Net assets, end of year	<u>\$ 8,747,590</u>	<u>\$ 1,902,676</u>	<u>\$ 10,650,266</u>

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

Consolidating Statement of Changes in Net Assets

Year Ended September 30, 2016

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2016 Consolidated
Unrestricted net assets			
Excess of revenue over expenses	\$ 482,875	\$ 60,648	\$ 543,523
Change in fair value of financial instrument	(7,062)	-	(7,062)
Grants for capital acquisition	232,894	-	232,894
Net assets released from restrictions for capital acquisition	<u>9,229</u>	<u>-</u>	<u>9,229</u>
Increase in unrestricted net assets	<u>717,936</u>	<u>60,648</u>	<u>778,584</u>
Temporarily restricted net assets			
Provision for uncollectible pledges	-	-	-
Contributions	87,379	-	87,379
Net assets released from restrictions for operations	(48,192)	(85)	(48,277)
Net assets released from restrictions for capital acquisition	<u>(9,229)</u>	<u>-</u>	<u>(9,229)</u>
Increase (decrease) in temporarily restricted net assets	<u>29,958</u>	<u>(85)</u>	<u>29,873</u>
Change in net assets	747,894	60,563	808,457
Net assets, beginning of year	<u>8,237,586</u>	<u>1,779,680</u>	<u>10,017,266</u>
Net assets, end of year	<u>\$ 8,985,480</u>	<u>\$ 1,840,243</u>	<u>\$ 10,825,723</u>



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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF ELDERLY & ADULT SERVICES

Jeffrey A. Meyers
Commissioner

Maureen U. Ryan
Director of Human
Services

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9203 1-800-351-1888
Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

January 30, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into an agreement with Lamprey Health Care, Inc. (Vendor #177677), 207 South Main Street, Newmarket, NH 03857 for the provision of two (2) health promotion programs that promote health and independence opportunities for the citizens in New Hampshire, in an amount not to exceed \$90,953, effective upon Governor and Executive Council approval through September 30, 2018. The funding is 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2017, and are anticipated to be available in State Fiscal Years 2018 and 2019, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without further approval from the Governor and Executive Council.

05-95-48-481010-89170000-102-500731-48108462 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, HEALTH PROMOTION CONTRACTS

SFY	Class/Object	Class Title	Activity Number	Amount
2017	102-500731	Contracts for Program Services	48108462	\$25,986
2018	102-500731	Contracts for Program Services	48108462	\$51,974
2019	102-500731	Contracts for Program Services	48108462	\$12,993
			Total	\$90,953

EXPLANATION

The purpose of this agreement is to provide two (2) health prevention programs to the citizens of New Hampshire. One program will improve and sustain the quality of life for individuals who have

one or more chronic health conditions and the other will train leaders to help caregivers learn self-care tools and strategies.

1. Chronic Disease Self-Management Program

The Chronic Disease Self-Management Program is an evidenced based education program with the goal to improve and sustain the health and quality of life for individuals who have one or more chronic health condition(s). Individuals will learn how to better manage the symptoms of their illnesses, fatigue, stress, emotions, and to cope with their illnesses and improve communications with their health care provider(s). This program, demonstrated nationally and by New Hampshire data, has had a sustained effect on specific activation measures that gauge participants' continued sense of well-being and confidence in managing their conditions. The Contractor's performance will be measured by the participant's sustained improvements in at least two survey indicators, including an increase in physical activity and confidence in managing chronic conditions on the part of the individual completing the program.

2. Powerful Tools for Caregivers

The Contractor shall train at least ten (10) new leaders to present Powerful Tools for Caregivers. This is an evidenced based educational program that provides caregivers with self-care tools and strategies to reduce personal stress; communicate their needs to other family members and healthcare providers, communicate effectively in challenging situations, cope with difficult emotions and make difficult caregiving decisions to improve caregiver self-care behaviors, management of emotions, self-efficacy and utilization of community resources. This program has been demonstrated to have a positive impact on caregiver health for a diverse group including rural, ethnic minorities, adult children of aging parents, well-spouses/partners, and caregivers at differing stages in their caregiving role, living situations, financial and educational backgrounds.

This contract was competitively bid. A Request for Proposals was available on the Department of Health and Human Services' website from September 1, 2016 through September 29, 2016. One proposal was received in response to the Request for Proposals. The proposal was evaluated based upon the criteria published in the Request for Proposals by a team of individuals with program specific knowledge and expertise. Lamprey Health Care was selected. The bid summary is attached.

As referenced in the Request for Proposals and in Exhibit C-1 of this contract, this competitively procured Agreement has the option to be extended for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Should Governor and Executive Council decide not to authorize this request, individuals may not have the supports and ability to improve their health and management of their emotional needs to better cope and sustain a quality of life when dealing with chronic diseases and caregivers will not have the support and assistance needed to reduce personal stress and coping with difficult emotions when making difficult caregiving decisions. This may result in other more costly forms of care.

Area served: Statewide

Source of Funds is 100% Federal Funds from the Catalogue of Federal and Domestic Assistance (CFDA) #93.043, FAIN # 17AANHT3PH United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III D – Preventative Health.

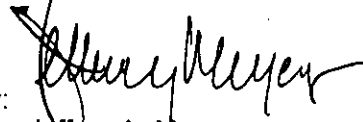
His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

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

Respectfully submitted,



Maureen J. Ryan
Director



Approved by:

Jeffrey A. Meyers
Commissioner



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

Chronic Disease Self-Management Program and
Powerful Tools for Caregivers Program

#RFP-2017-BEAS-01-CHRON

RFP Name

RFP Number

Reviewer Names

Bidder Name

1.	Lamprey Health Care, Inc.
2.	0
3.	0

Pass/Fail	Maximum Points	Actual Points
	100	87

- Tracey Tarr, Administrator II, DEAS, DHHS - TECH
- Karol Dermon, Program Specialist IV, DEAS - TECH
- Margaret Morrill, Program Specialist III, Elderly & Adult Svcs, DHHS - Tech
- Beth Kelly, Administrator II, OCOM Finance, Brown Bid - Cost
- Shawn Martin, Business Administrator II, DHHS - Cost

Subject: Chronic Disease Self-Management Program/Powerful Tools for Caregivers Program, RFP-2017-BEAS-01-CHRON

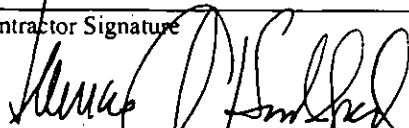
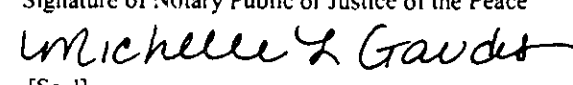
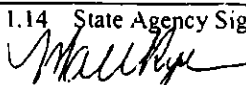

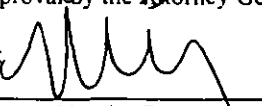
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301-3857	
1.3 Contractor Name Lamprey Health Care, Inc.		1.4 Contractor Address 128 State Route 27 Raymond NH 03077	
1.5 Contractor Phone Number 603.895.1514	1.6 Account Number 05-95-48-481010-89170000-102-500731	1.7 Completion Date September 30, 2018	1.8 Price Limitation \$90,953.
1.9 Contracting Officer for State Agency Jonathan Y. Gallo, Esq. Interim Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Francis A. Goodspeed, Vice President of Board of Directors	
1.13 Acknowledgement State of <u>N.H.</u> , County of <u>Rockingham</u> On <u>1/16/17</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Michelle L. Gaudet, Communications + Marketing Manager, Notary			
1.14 State Agency Signature  Date: <u>2/1/17</u>		1.15 Name and Title of State Agency Signatory Maureen Ryan, Director OHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>2/17/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, 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 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

8.2.3 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

9.2 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.

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

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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


14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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.

Contractor Initials

Date



11/16/17

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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

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

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. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials

Date 1/16/17



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide services to eligible individuals statewide.
- 1.4. Chronic Disease Self-Management Program (CDSMP) workshops shall be delivered to adults ages 60 or older with one or more chronic conditions.
- 1.5. Powerful Tools for Caregivers (PTC) Program workshops shall be delivered to caregivers of any age.
- 1.6. Diabetes Self-Management Program (DSMP) workshops shall be delivered to individuals with diabetes of any age.
- 1.7. The Contractor shall use E-Studio, BEAS' electronic information system which is BEAS' primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information. The Contractor shall:
 - 1.7.1. Identify all of the key agency personnel who need to have E-Studio accounts to ensure that information from BEAS can be shared with the necessary agency staff, at no cost to the Contractor.
 - 1.7.2. Ensure that E-Studio accounts are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.
- 1.8. The Contractor shall ensure all staff and volunteers:
 - 1.8.1. Complete a BEAS State Registry check before staff member or volunteer begins providing direct services to clients.
 - 1.8.2. Undergo a New Hampshire Criminal Records Background check.
 - 1.8.3. The Contractor shall conduct a criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.
- 1.9. Contractors licensed, certified or funded by the Department shall meet the requirements of RSA 161-F:49, VII, which requires the submission of the name of a

[Handwritten Signature]

1/16/17



Exhibit A

prospective employee who may have client contact, for review against the BEAS State Registry.

2. Scope of Services

2.1. Chronic Disease Self-Management Program (CDSMP)

2.1.1. The Contractor shall provide coordination of all outreach and workshop activities needed to deploy a minimum of fifteen (15) CDSMP participant workshops, five (5) of which five must be in geographic areas of the State where workshops have not previously been held. Outreach and Workshop coordination includes, at a minimum, the following:

- 2.1.1.1. Facilitating marketing and outreach for the program (including development, purchasing and distribution of CDSMP brochures) with a focus on reaching the State's rural residents;
- 2.1.1.2. Supporting the recruitment of participants to attend workshops;
- 2.1.1.3. Establishing a schedule of workshop dates;
- 2.1.1.4. Identifying and securing sites, with adequate space and parking, to host workshops;
 - 2.1.1.4.1. Workshop sites may include, but are not limited to, senior centers, meal sites, and hospital wellness centers;
- 2.1.1.5. Purchasing and using the current, official version of the CDMSP curriculum, including leader books, participant workbooks and accompanying CDs, flip charts, and accompanying supplies, to support workshop activities;
- 2.1.1.6. Supporting workshop sites by covering costs associated with hosting workshops, including advertising, recruitment, and leader expenses; and
- 2.1.1.7. Coordinating with CDSMP leaders and site representative(s) to ensure all logistical needs are met prior to commencement of the workshop series.

2.1.2. Leader Trainings

- 2.1.2.1. The Contractor shall conduct, at a minimum, one new leader training session. Leaders may be professional individuals or community members.
- 2.1.2.2. Class leader training shall be co-facilitated by two (2) Master Trainers, certified by the Stanford University in CDSMP curriculum.
- 2.1.2.3. The Contractor shall secure overnight accommodations, either on-site or nearby, and pay costs for travel, lodging, and meals on behalf of Master Trainers.
- 2.1.2.4. The Contractor shall secure adequate space for the training, including the provision of audio/visual equipment, speakers, flip charts and markers, and meals for leaders being trained, for each day of the training.
- 2.1.2.5. The Contractor may charge leaders for the cost of training if the leader's participation is sponsored by the leader's employing agency.

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Exhibit A

2.1.3. CDSMP/DSM Participant Workshops

- 2.1.3.1. The Contractor shall ensure that a minimum of 150 individuals complete the CDSMP and/or DSM workshops.
- 2.1.3.2. A CDSMP/DSM workshop consists of six (6) consecutive weekly workshops, lasting two and one-half (2.5) hours each, and covering specific and prescriptive topics and activities each week.
- 2.1.3.3. Participants shall not be required to pay a fee to cover costs of the CDSMP/DSM workshops or materials.
- 2.1.3.4. Workshops shall be conducted in accordance with the curriculum and fidelity requirements set forth by Stanford University.
- 2.1.3.5. Workshops shall be conducted by two (2) trained CDSMP or DSM leaders.
- 2.1.3.6. The Contractor shall purchase any additional CDSMP/DSM resource materials, as needed, to establish a lending library and to maintain and disseminate any additional CDSMP/DSM resource materials to class leaders.
- 2.1.3.7. The Contractor shall monitor workshop classes to maintain program fidelity to the CDSMP/DSM curriculum.

2.1.4. Institutional Review Board

- 2.1.4.1. The Contractor shall obtain and maintain Institutional Review Board (IRB) approval to conduct pre and post surveys of individuals who attend the CDSMP and DSM workshops (The Committee for the Protection of Human Subjects (CPHS) is the Institutional Review Board (IRB) at Dartmouth College - a federally mandated committee with the charge of overseeing institutional research projects involving human participants. The mission of the CPHS is to protect the rights and welfare of research participants). IRB approval provides credibility to the information that results from the survey and is useful to help the Department to improve upon the program for the citizens of New Hampshire.
- 2.1.4.2. The Contractor shall conduct pre and post surveys of the participants who attended the workshops. Post workshop surveys shall be conducted six (6) months after the workshop has ended.
- 2.1.4.3. The Contractor shall develop and implement pre and post surveys.
- 2.1.4.4. The Contractor shall collect and collate the survey data and prepare and distribute reports of the survey results on a semi-annual basis.
- 2.1.4.5. The Contractor shall work with the Department and Dartmouth Institutional Review Board to modify the surveys as needed.

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Exhibit A

2.1.5. Chronic Disease Self-Management Program Requirements (CDSMP) and Diabetes Self-Management Requirements (DSM)

- 2.1.5.1. The Contractor shall obtain and maintain a license from Stanford University to conduct leader trainings and participant workshops.
- 2.1.5.2. The Contractor shall adhere to all Stanford University licensure requirements.
- 2.1.5.3. The Contractor shall notify the Department immediately should said license expire or be terminated.
- 2.1.5.4. The Contractor shall maintain Dartmouth Institutional Review Board (IRB) approval to conduct pre and post surveys with workshop participants.

2.1.6. Purchase of Workshop Materials and Marketing Brochures

- 2.1.6.1. The Contractor shall purchase required books and CDs to support workshops, and maintain a supply of program marketing brochures.

2.2. Powerful Tools for Caregivers (PTC) Program

- 2.2.1. The Contractor shall conduct, at a minimum, one (1) two-day class leader training. Leaders may be professional individuals or community members.
 - 2.2.1.1. A workshop shall include a minimum of ten (10) individuals.
- 2.2.2. The class leader training shall be co-led by two (2) licensed PTC Master Trainers.
- 2.2.3. The Contractor shall secure overnight accommodations, either on-site or nearby, and pay costs for travel, lodging, and meals on behalf of Master Trainers.
- 2.2.4. The Contractor shall secure adequate space for the training that includes the provision of audio/visual equipment to conduct the training, speakers, flip charts and markers, and meals for leaders being trained for each day of the training.
- 2.2.5. The Contractor shall purchase and provide all leaders with the required PTC leader training materials that include a suitable bag for carrying, binders for curriculum, printing of 90 minute and 2-1/2 hour curriculum and Class Leader Tips, the Doll Maker CD, and flash drives with electronic copies of program materials.
- 2.2.6. The Contractor shall issue payment for the required licenses for each participant who successfully completes the two-day training, in the amount of \$100 per leader, to be remitted to the national office of PTC following the completion of the training along with the contact information for each newly trained class leader.

2.3. Diabetes Self-Management Program (DSMP)

- 2.3.1. The Contractor shall conduct a minimum of one (1) two-day crossover training for a minimum of 10 leaders, already trained as CDSMP leaders, to become DSM leaders, as follows:
 - 2.3.1.1. The class leader training shall be co-led by two (2) licensed DSM Master Trainers.
 - 2.3.1.2. The Contractor shall secure adequate space for the training that includes the provision of audio/visual equipment to conduct the training, speakers, flip charts and markers, and meals for leaders being trained for each day of the training.



Exhibit A

2.3.1.3. The Contractor shall purchase and provide all leaders with the required DSM leader training materials.

2.4. Community Support

2.4.1. The Contractor is encouraged to actively pursue and/or generate revenues and community support which may increase the participation of individuals in other age groups who might benefit from the program.

2.4.2. The Contractor is encouraged to provide additional funding from their own sources, including but not limited to:

2.4.2.1. Fund raising efforts;

2.4.2.2. Local business support; and

2.4.2.3. Town or county funds.

3. Performance Measures

3.1. Performance Measures for CDSMP

3.1.1. All participants should demonstrate sustained improvement in at least two survey indicators, including an increase in physical activity and confidence in managing chronic conditions on the part of the individual completing the workshop.

3.2. Performance Measures for PTC

3.2.1. The Contractor shall ensure that at least ten (10) new PTC leaders will be trained and their contact information will be provided to the ServiceLink Resource Center contractors.

3.3. Performance Measures for DSMP

3.3.1. The Contractor shall ensure that at least ten (10) new DSM leaders will be trained.

4. Reporting Requirements/Deliverables

4.1. Reporting Requirements/Deliverables for CDSMP and DSM

4.1.1. The Contractor shall provide the following information for the contract period:

4.1.1.1. A list of locations for the fifteen proposed sites to host CDSMP workshops.

4.1.1.2. Quarterly Reports and a Final Report on the following:

4.1.1.2.1. Dates and locations of the leader trainings and participant workshops;

4.1.1.2.2. Completed and in-process activities to locate and secure sites for leader trainings and participant workshops;

4.1.1.2.3. The number of New Leader Trainings held;

4.1.1.2.4. The number of New Leaders trained;

4.1.1.2.5. The number of participant workshops conducted;

4.1.1.2.6. The number of participants who completed the workshops;

4.1.1.2.7. The number of pre and post participant surveys conducted; and

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1/16/17



Exhibit A

4.1.1.2.8. Pre and post survey data reports in accordance with Section 2.1.4.

4.2. Reporting Requirements/Deliverables for PTC

4.2.1. The Contractor shall provide Quarterly Reports and a Final Report on the following:

4.2.1.1. The schedule and dates of the leader training(s)

4.2.1.2. The number of new leaders trained

4.3. Network Meetings and Online Calendar of Events

For the CDSMP, PTC program, and DSMP, the Contractor shall:

4.3.1.1. Organize and provide logistical support for at least two statewide network meetings for leaders and other professionals working with the Chronic Disease Self-Management and Powerful Tools for Caregivers Programs and, as necessary, provide teleconferencing to facilitate attendance statewide.

4.3.1.2. Maintain, and keep current and accessible, an online statewide calendar for trainings, workshops and other events related to CDSMP and PTC activities in New Hampshire.

4.4. Grievances and Appeals

4.4.1. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have a grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

4.4.1.1. Client name,

4.4.1.2. Type of service,

4.4.1.3. Date of written grievance,

4.4.1.4. Nature/subject of the grievance,

4.4.1.5. Who in the agency reconsiders agency decisions,

4.4.1.6. What the issues are that can be addressed in the grievance process, and

4.4.1.7. How consumers are informed of their right to appeal or file grievances.

4.5. Privacy and Security of Workshop Participant Information

4.5.1. The Department is the designated owner of all data and shall approve all access to that data. The Contractor shall not have ownership of State data at any time. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy statements may be developed and amended from time to time by the State and will be appropriately displayed on the State portal. The Contractor shall provide sufficient security to protect the State and DHHS data in network, transit, storage and cache. In the event of breach, the Contractor shall notify the Department within one day from the date of breach.



Exhibit B

Method and Conditions Precedent to Payment

1. The Department shall pay the Contractor an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Funding for this Contract is from 100% Federal Funds.
3. Availability of funding for this Contract is dependent upon meeting the requirements set forth in:
 - 3.1. The Catalogue of Federal and Domestic Assistance (CFDA) #93.043, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III D – Preventative Health and Federal Award Identification Number (FAIN) 16AANHT3PH.
4. Payment for Services shall be made as follows:
 - 4.1. The Contractor shall submit monthly invoices and any required reports by the 15th of each month.
 - 4.2. Expenses shall be reported for reimbursement by budget line item in accordance with Exhibits B-1, Exhibit B-2, and Exhibit B-3.
 - 4.3. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 4.4. Invoices identified in Section 4.1 shall be submitted to:

Shawn Martin
Financial Management
Bureau of Elderly and Adult Services
129 Pleasant Street
Concord, New Hampshire 03301
603-271-9283
Shawn.Martin@dhhs.nh.gov
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty (40) days after the end of the Contract. Failure to submit the invoice, and accompanying documentation, could result in non-payment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of the Agreement.
8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budgets in Exhibit B-1 through Exhibit B-3 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.


Date 1/16/17

EXHIBIT B-1- Budget Form
Governor and Executive Council Approval through 06/30/2017

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Lampray Health Care, Inc. d/b/a Southern NH AHEC

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

Budget Period: Governor and Executive Council Approval to 6/30/17

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
	Incremental	Fixed		Incremental	Fixed		Incremental	Fixed	
1. Total Salary/Wages	\$ 7,300.00	\$ 730	\$ 8,030			\$ -	\$ 7,300.00	\$ 730	\$ 8,030
2. Employee Benefits	\$ 1,660.00	\$ 166	\$ 1,826			\$ -	\$ 1,660.00	\$ 166	\$ 1,826
3. Consultants	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
Educational	\$ 315.00	\$ 32	\$ 347	\$ 315.00	\$ 32.00	\$ 347.00	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
Office	\$ 614.00	\$ 61	\$ 675			\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 250.00	\$ 25	\$ 275			\$ -	\$ 614.00	\$ 61	\$ 675
7. Occupancy	\$ 300.00	\$ 30	\$ 330			\$ -	\$ 250.00	\$ 25	\$ 275
8. Current Expenses	\$ -	\$ -	\$ -			\$ -	\$ 300.00	\$ 30	\$ 330
Telephone	\$ 150.00	\$ 15	\$ 165			\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -			\$ -	\$ 150.00	\$ 15	\$ 165
Subscriptions	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ 250.00	\$ 25	\$ 275			\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -			\$ -	\$ 250.00	\$ 25	\$ 275
10. Marketing/Communications	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 2,400.00	\$ 240	\$ 2,640	\$ 1,200.00	\$ 120.00	\$ 1,320.00	\$ 1,200.00	\$ 120	\$ 1,320
12. Subcontracts/Agreements	\$ 4,800.00	\$ 480	\$ 5,280			\$ -	\$ 4,800.00	\$ 480	\$ 5,280
13. Other: Leader Stipends to support time and travel	\$ 7,000.00	\$ 700	\$ 7,700			\$ -	\$ 7,000.00	\$ 700	\$ 7,700
14. Other: Web Hosting and related fees	\$ 100.00	\$ 10	\$ 110			\$ -	\$ 100.00	\$ 10	\$ 110
	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 25,139	\$ 2,514	\$ 27,653	\$ 1,515.00	\$ 152.00	\$ 1,667.00	\$ 23,624	\$ 2,362	\$ 25,986
Indirect As A Percent of Direct		10.00%			10.03%			10.00%	

Contractor Initials: *AL*
Date: 6/16/17

EXHIBIT B-2 - Budget Form
07/01/2017 through 06/30/2018

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Lamprey Health Care, Inc. d/b/a Southern NH AHEC

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

Budget Period: 7/1/17-6/30/18

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
	Incremental	Fixed		Incremental	Fixed		Incremental	Fixed	
1. Total Salary/Wages	\$ 9,000	\$ 900	\$ 9,900				\$ 9,000	\$ 900	\$ 9,900
2. Employee Benefits	\$ 2,048	\$ 205	\$ 2,253				\$ 2,048	\$ 205	\$ 2,253
3. Consultants	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Purchase/Deprecation	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Educational	\$ 800	\$ 80	\$ 880				\$ 800	\$ 80	\$ 880
Lab	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Office	\$ 756	\$ 75	\$ 831				\$ 756	\$ 75	\$ 831
6. Travel	\$ 350	\$ 35	\$ 385				\$ 350	\$ 35	\$ 385
7. Occupancy	\$ 300	\$ 30	\$ 330				\$ 300	\$ 30	\$ 330
8. Current Expenses	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Telephone	\$ 300	\$ 30	\$ 330				\$ 300	\$ 30	\$ 330
Postage	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Subscriptions	\$ 1,000	\$ 100	\$ 1,100				\$ 1,000	\$ 100	\$ 1,100
Audit and Legal	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Insurance	\$ 455	\$ 46	\$ 501				\$ 455	\$ 46	\$ 501
Board Expenses	\$ 250	\$ 25	\$ 275				\$ 250	\$ 25	\$ 275
9. Software	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 1,050	\$ 105	\$ 1,155				\$ 1,050	\$ 105	\$ 1,155
11. Staff Education and Training	\$ 4,000	\$ 400	\$ 4,400				\$ 4,000	\$ 400	\$ 4,400
12. Subcontracts/Agreements	\$ 20,840	\$ 2,084	\$ 22,924				\$ 20,840	\$ 2,084	\$ 22,924
13. Other (leader stipends)	\$ 6,000	\$ 600	\$ 6,600				\$ 6,000	\$ 600	\$ 6,600
14. Other: Web Hosting	\$ 100	\$ 10	\$ 110				\$ 100	\$ 10	\$ 110
	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
TOTAL	\$ 47,249	\$ 4,723	\$ 51,974				\$ 47,249	\$ 4,723	\$ 51,974
Indirect As A Percent of Direct		10.00%						10.00%	

EXHIBIT B-3 - Budget Form
07/01/2018 through 09/30/2018

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Lampry Health Care, Inc. d/b/a Southern NH AHEC

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

Budget Period: 7/1/18 to 9/30/18

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 4,500	\$ 450	\$ 4,950				\$ 4,500	\$ 450	\$ 4,950
2. Employee Benefits	\$ 1,023	\$ 105	\$ 1,128				\$ 1,023	\$ 105	\$ 1,128
3. Consultants	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Office	\$ 138	\$ 13	\$ 151				\$ 138	\$ 13	\$ 151
6. Travel	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
7. Occupancy	\$ 75	\$ 7	\$ 82				\$ 75	\$ 7	\$ 82
8. Current Expenses	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Telephone	\$ 75	\$ 7	\$ 82				\$ 75	\$ 7	\$ 82
Postage	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 2,900	\$ 290	\$ 3,190				\$ 2,900	\$ 290	\$ 3,190
13. Other (leader stipends)	\$ 3,000	\$ 300	\$ 3,300				\$ 3,000	\$ 300	\$ 3,300
14. Other: Web Hosting	\$ 100	\$ 10	\$ 110				\$ 100	\$ 10	\$ 110
	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
TOTAL	\$ 11,811	\$ 1,182	\$ 12,993				\$ 11,811	\$ 1,182	\$ 12,993
Indirect As A Percent of Direct		10.01%						10%	

Contractor Initials: 
Date: 11/6/17



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

[Handwritten Signature]

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- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other 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 during the Contract Period, said records to 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.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department:
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

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- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

[Handwritten Signature]
Date 4/16/17



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



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 GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

[Handwritten Signature]
Date 1/16/17

New Hampshire Department of Health and Human Services
Exhibit D



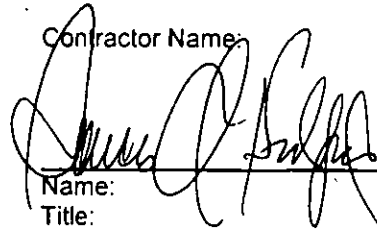
has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

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

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

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

1/16/17
Date

Contractor Name:

Name:
Title:



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 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

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

Programs (indicate applicable program covered):

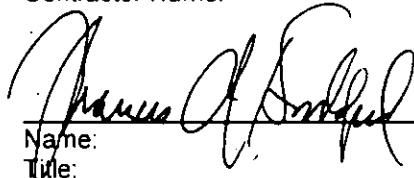
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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

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

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

Contractor Name:


Name:
Title:

1/16/17
Date



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

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

INSTRUCTIONS FOR CERTIFICATION

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

[Handwritten Signature]
Date 1/16/17



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

1/16/17
Date


Name:
Title:





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

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

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

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

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

Exhibit G

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

Contractor Initials

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

1/16/17
Date

Contractor Name
[Signature]
Name
Title

Exhibit G

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

Contractor Initials [Signature]



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

1/16/17
Date

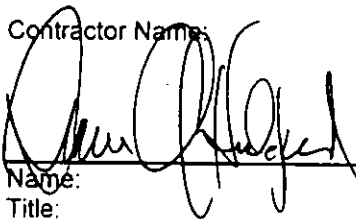
Contractor Name:

Name: _____
Title:



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

A handwritten signature in black ink, appearing to be "JMS".



Exhibit I

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

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

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

Handwritten initials, possibly "MS", written in black ink.

1/16/17



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

A handwritten signature in black ink, appearing to be 'JH' or similar, written over a horizontal line.



Exhibit I

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

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

[Handwritten Signature]

1/16/17



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health & Human Services
The State

Maureen Ryan
Signature of Authorized Representative

Maureen Ryan
Name of Authorized Representative

Director, OHS
Title of Authorized Representative

2/1/17
Date

Lamprey Health Care, Inc.

Name of the Contractor

Francis A. Goode
Signature of Authorized Representative
Francis A. Goode

Name of Authorized Representative
Vice President of Board of Directors

Title of Authorized Representative

1/16/17
Date



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

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

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

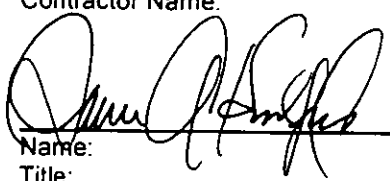
1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)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

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

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

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

1/16/17
Date

Contractor Name:

Name: _____
Title:

Contractor Initials JA
Date 1/16/17



FORM A

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

1. The DUNS number for your entity is: _____
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: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____