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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
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May 14, 2020

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 Public Health Services, to enter into a contract with Lamprey Health Care, Inc. (VC#177677-R001), Newmarket, NH in the amount of $88,151 for primary health care services for underserved, low-income and homeless individuals, effective upon Governor and Council approval through June 30, 2021. 13.04% Federal Funds. 86.96% General Funds.

Funds are available in the following account for State Fiscal Years 2020 and 2021, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-90-902010-5190 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, MATERNAL - CHILD HEALTH 13.04% FEDERAL AND 86.96% GENERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for Prog Svc	90080105	$17,630
2021	102-500731	Contracts for Prog Svc	90080105	$70,521
			Total	**$88,151**

EXPLANATION

The purpose of this request is to provide homeless individuals located in the Nashua and the Greater Nashua area access to comprehensive primary health care services that include preventive and ongoing health care for acute and chronic health conditions for people of all ages, including pregnant women, children, adolescents, adults, and the elderly.

Primary and preventive health care services are provided to underserved, low-income individuals who experience barriers to accessing health care due to issues such as lack of insurance, inability to pay, limited language proficiency, suffering from homelessness and geographic isolation. This contract specifically supports services to individuals who are homeless or at risk for homelessness and do not have a primary care provider, or are estranged from their primary care provider due to issues related to transiency, untreated mental health and substance

abuse issues, and perceived non-compliance which have fractured relationships with primary care providers over time.

Approximately 240 individuals will be served from June 2020 to June 30, 2021.

The Contractor will utilize these funds to expand healthcare access to Nashua's homeless population by establishing a new mobile health clinic 4 hours per week at the Nashua Soup Kitchen and Shelter. The contractor will provide a medical team (medical provider, nurse, care coordinator), mobile equipment, and supplies on site to provide health care in a room within the shelter itself. The medical team will work in collaboration with Nashua Soup Kitchen and Shelter staff to identify residents who are in need of primary care services at the time of intake and will encourage connection to the clinic's integrated and coordinated medical, behavioral and social services.

The Department will monitor contracted services using the performance measures outlined in Exhibit B-1, Reporting Metrics, by reviewing the Contractors historical baseline data and comparing that to the reported metrics to ensure there is stability or an increase to the percentage of patients served.

The Department selected the Contractor through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from 3/17/2020 through 4/21/2020. The Department received one (1) response that was reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

Should the Governor and Council not authorize this request the Department may be unable to ensure preventive and regular health care for acute and chronic health conditions for homeless or low income individuals of all ages, including pregnant women, children, adolescents, adults, and the elderly throughout Nashua and the Greater Nashua area.

Area served: Amherst, Brookline, Hollis, Hudson, Litchfield, Lyndeborough, Mason, Merrimack, Milford, Mont Vernon, Nashua, Pelham, and Wilton.

Source of Funds: CFDA #93.994, FAIN # B04MC33853

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

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

RFA Name	RFA Number
Primary Care for the Homeless in Nashua and the Greater Nashua Area	RFA-2020-DPHS-05-PRIMA

Reviewer Names

1. Shari Campbell - Program Evaluation Specialist
2. Rhonda Siegel - Administrator II
3. Ann Marie Mercuri - Public Health Nurse Consult

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Lamprey Health Care		250	230

Subject: RFA-2020-DPHS-05-PRIMA (Primary Care for the Homeless in Nashua and the Greater Nashua Area)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Lamprey Health Care, Inc.		1.4 Contractor Address 128 Rte 27 Raymond, NH 03077	
1.5 Contractor Phone Number (603) 895-3351	1.6 Account Number 05-95-90-902010-5190	1.7 Completion Date June 30, 2021	1.8 Price Limitation $88,151
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Date: 5/6/2020		1.12 Name and Title of Contractor Signatory GREGORY WHITE, CEO	
1.13 State Agency Signature Date: 5/13/2020		1.14 Name and Title of State Agency Signatory Ann Landry ASSOC. COMMISS	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: J Christopher Marshall		On: May 26, 2020	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials
Date 5/6/2020

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials
Date 5/6/2010

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials

Date 5/6/2015

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials

Date: 5/6/2020

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

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

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

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide Preventative and Primary Health Care, as well as related Care Management and Enabling Services to individuals of all ages who are considered homeless in Nashua and the Greater Nashua Area. The Contractor shall provide services to individuals who are:

1.1.1. Uninsured.

1.1.2. Underinsured.

1.1.3. Low-income, which is defined as having income that is less than 185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines.

1.1.4. Lacking housing, including an individual whose primary residence during the night is a supervised public or private facility that provides temporary living accommodations, which may include, but is not limited to, shelter.

1.1.5. In transitional housing.

1.1.6. Unable to maintain their housing situation.

1.1.7. Forced to stay with a series of friends or extended family members.

1.1.8. To be released from a prison or a hospital and do not have a stable housing situation to which they can return, especially if they were considered to be homeless prior to incarceration or hospitalization.

1.2. The Contractor shall provide services in permanent office-based locations and/or mobile or temporary delivery locations during flexible hours and use appointment systems minimally when providing primary care and enabling services to homeless individuals and families.

1.3. The Contractor shall continue to provide primary care and enable services to individuals, for a minimum of three hundred and sixty-four (364) calendar days following the individual's placement in permanent housing.

1.4. The Contractor shall provide Screening, Brief Intervention and Referrals to all individuals receiving care under this agreement.

1.5. The Contractor shall ensure primary care services are provided by a New Hampshire licensed Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Advanced Practice Registered Nurse (APRN) or Physician Assistant (PA) to eligible individuals in the service area.

1.6. The Contractor shall ensure primary care services include, but are not limited

to:

1.6.1. Reproductive health services.

1.6.2. Behavioral health services.

1.6.3. Preventive services, screenings and health education in accordance with established, documented state or national guidelines.

1.6.4. Pathology, radiology, surgical and CLIA-certified laboratory services either on-site or by referral.

1.6.5. Assessment of patient need as well as follow-up and referral, as indicated for:

1.6.5.1. Tobacco cessation, including referral to QuitWorks-NH, www.QuitWorksNH.org.

1.6.5.2. Social services.

1.6.5.3. Chronic Disease management, including disease-specific referral and self-management education, which may include but is not limited to referral to Diabetes Self-Management Education (DSME) as recommended by American Diabetes Association (ADA).

1.6.5.4. Nutrition services, including Women, Infants and Children (WIC) Food and Nutrition Service, as appropriate;

1.6.5.5. Screening, Brief Intervention and Referral to Treatment (SBIRT) services, including but not limited to contact with the Regional Public Health Network Continuum of Care Development Initiative.

1.6.5.6. Referrals to health, home care, oral health and behavioral health specialty providers who offer sliding scale fees, when available.

1.7. The Contractor shall provide care management for individuals enrolled in primary care services, which includes, but is not limited to:

1.7.1. Integrated and coordinated services that ensure patients receive necessary care, including behavioral health and oral care, as needed and wanted by patients.

1.7.2. Direct access to a healthcare provider by telephone twenty-four (24) hours per day, seven (7) days per week, directly, by referral or subcontract.

1.7.3. Care facilitated by registries, information technology, and health

information exchange.

1.7.4. An integrated model of primary care that includes, but is not limited to:

1.7.4.1. Behavioral health.

1.7.4.2. Oral health.

1.7.4.3. Use of navigators and case management.

1.7.4.4. Co-location of services and system-level integration of care.

1.8. The Contractor shall provide and facilitate enabling services, which are non-clinical services that support the delivery of basic primary care services, and facilitate access to comprehensive patient care as well as social services such as:

1.8.1. Case Management.

1.8.2. Benefit counseling.

1.8.3. Health insurance eligibility and enrollment assistance.

1.8.4. Health education and supportive counseling.

1.8.5. Interpretation and translation for individuals with Limited English Proficiency or other communication needs.

1.8.6. Outreach, which may include the use of community health workers.

1.8.7. Transportation.

1.8.8. Education to patients and the community regarding the availability and appropriate use of health services.

1.9. The Contractor shall attend meetings and trainings facilitated by the Departments Maternal and Child Health Section (MCHS) programs that include, but are not limited to:

1.9.1. MCHS Agency Director meetings.

1.9.2. MCHS Primary Care Coordinators meetings, which are held two (2) times per year, which may require attendance by agency quality improvement staff.

1.9.3. MCHS Agency Medical Services Directors meetings.

1.10. The Contractor shall submit an annual Workplan that includes a detailed description of the enabling services funded by the resulting contract. This shall be developed and submitted according to the schedule and instructions provided by the MCHS. The Contractor will be notified at least thirty (30) days in advance of any changes in the submission schedule.

1.11. For purposes of this agreement, all references to days shall mean calendar

days.

2. Coordination of Services

2.1. The Contractor shall coordinate with other service providers, within the community, whenever possible, including, but not limited to collaboration with interagency referrals and to deliver coordinated care.

2.2. The Contractor shall participate in activities within the Public Health Region, as appropriate, to enhance the integration of community-based public health prevention and healthcare initiatives being implemented, including but not limited to:

2.2.1. Community needs assessments.

2.2.2. Public health performance assessments.

2.2.3. Regional health improvement plans under development.

2.3. The Contractor shall participate in and coordinate public health activities, as requested by the Department, during any disease outbreak and/or emergency that affects the public's health.

3. Staffing

3.1. The Contractor shall ensure all health and allied health professions have the appropriate, current New Hampshire licenses, whether directly employed, contracted or subcontracted.

3.2. The Contractor shall employ a medical services director with special training and experience in primary care who must participate in quality improvement activities and be available to other staff for consultation, as needed.

3.3. The Contractor shall notify the MCHS, in writing, of any newly hired administrator, clinical coordinator or any staff person essential to providing contracted services and include a copy of the individual's resume, within thirty (30) days of hire.

3.4. The Contractor shall notify the MCHS, in writing, when:

3.4.1. Any critical position is vacant for more than thirty (30) days;

3.4.2. There is not adequate staffing to perform all required services for any period lasting more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

4. Exhibits Incorporated

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

4.2. The Contractor shall manage all confidential data related to this Agreement in

accordance with the terms of Exhibit K, DHHS Information Security Requirements.

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

5. Reporting Requirements

5.1. The Contractor shall collect and report data on the MCHS Primary Care Services for the Homeless Performance Measures detailed in Exhibit B-1, Reporting Metrics.

5.2. The Contractor shall submit an updated budget narrative, within thirty (30) days of any changes, ensuring the budget narrative includes, but is not limited to:

5.2.1. Staff roles and responsibilities, defining the impact each role has on contract services.

5.2.2. Staff list that details information that includes, but is not limited to:

5.2.2.1. The Full Time Equivalent percentage allocated to contract services.

5.2.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

5.3. The Contractor shall submit a Sources of Revenue report at any point when changes in revenue threaten the ability of the agency to provide services, as required in this Scope of Services.

5.4. The Contractor shall submit reports on the date(s) listed, or, in years where the date listed falls on a non-business day, on the Friday immediately prior to the date listed.

5.5. The Contactor shall complete and submit each report, as instructed by the Department.

5.6. The Contractor shall submit annual reports specific to homeless individuals in Nashua and the Greater Nashua Area to the Department, including but not limited to:

5.6.1. Uniform Data Set Data tables specific to homeless individuals located in Nashua and the Greater Nashua Area that reflect program performance for the previous calendar year no later than March 31st.

5.6.2. A summary of patient satisfaction survey results obtained during the prior contract year no later than July 31st.

5.6.3. Quality Improvement (QI) Workplans no later than July 31st.

5.6.4. Enabling Services Workplans no later than July 31st.

5.6.5. QI Workplan revisions, as appropriate, no later than September 1st.

5.6.6. Enabling Services Workplan revisions, as appropriate, no later than

September 1st.

5.6.7. Corrective Action Plans relating to Performance Measure Outcome Reports, as needed, no later than September 1st.

5.7. The Contractor shall submit semi-annual reports to the Department, including but not limited to:

5.7.1. Primary Care Services Measure Data Trend Table (DTT) is due no later than:

5.7.1.1. July 31, 2020 for the measurement period of July 1, 2019 through June 30, 2020.

5.7.1.2. January 31, 2021 for the measurement period of January 1, 2020 through December 31, 2020.

5.7.1.3. July 31, 2021 for the measurement period of July 1, 2020 through June 30, 2021.

5.8. The Contractor shall demonstrate the capacity and performance experience to meet the Scope of Services outlined in this contract, which includes the requirements detailed in Exhibit B-1, Reporting Metrics.

5.9. The Contractor shall demonstrate the capacity and performance experience to meet the Scope of Services outlined herein.

6. On-Site Reviews

6.1. The Contractor shall permit a team or person authorized by the Department to periodically review the Contractor's:

6.1.1. Systems of governance.

6.1.2. Administration.

6.1.3. Data collection and submission.

6.1.4. Clinical and financial management.

6.1.5. Delivery of education services.

6.1.6. Delivery of Primary Care Services.

6.2. The Contractor shall cooperate with the Department to ensure information needed for reviews in Section 7.1 is accessible and provided and includes, but is not limited to:

6.2.1. Client records.

6.2.2. Documentation of approved enabling services and quality improvement projects, including process and outcome evaluations.

6.3. The Contractor shall take corrective actions, as advised by the review team, if services provided are not in compliance with the requirementsof this scope of

services.

7. Quality Improvement

7.1. The Contractor shall develop, define, facilitate and implement a minimum of two (2) Quality Improvement (QI) projects, which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of targeted patient groups. The Contractor shall ensure:

7.1.1. One (1) QI project focuses on the performance measure designated by MCHS, which is Defined as Patient Safety: Falls Screening SFY 2020-2021.

7.1.2. The other(s) QI project(s) will be chosen by the Contractor from Exhibit B-1, Reporting Metrics MCHS Primary Care for the Homeless Performance Measures according to the Contractor's previous performance outcomes needing improvement.

7.2. The Contractor shall utilize QI Science to develop and implement a QI Workplan for each QI project that includes:

7.2.1. Specific goals and objectives for the project period; and

7.2.2. Evaluation methods used to demonstrate improvement in the quality, efficiency, and effectiveness of patient care.

7.3. The Contractor shall include baseline measurements for each area of improvement identified in the QI projects, to establish health care services and health status of targeted patient groups upon which to improve.

7.4. The Contractor shall utilize activities in QI projects that enhance clinical workflow and improve patient outcomes, which may include, but are not limited to:

7.4.1. EMR prompts/alerts.

7.4.2. Protocols/Guidelines.

7.4.3. Diagnostic support.

7.4.4. Patient registries.

7.4.5. Collaborative learning sessions

8. Performance Measures

8.1. The Contractor shall define Annual Improvement Objectives that are measurable, specific and align to the provision of primary care services defined within Exhibit B-1, Reporting Metrics.

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

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

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

9. Additional Terms

9.1. Impacts Resulting from Court Orders or Legislative Changes

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

9.2. Culturally and Linguistically Appropriate Services (CLAS)

9.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

9.3. Credits and Copyright Ownership

9.3.1. 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, "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."

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

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

9.3.3.1. Brochures.

9.3.3.2. Resource directories.

9.3.3.3. Protocols or guidelines.

9.3.3.4. Posters.

9.3.3.5. Reports.

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

9.4. Operation of Facilities: Compliance with Laws and Regulations

9.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this 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.

9.5. Eligibility Determinations

9.5.1. The Contractor shall notify the Department, in writing, if access to Primary Care or SBIRT Services for new patients are limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

9.5.2. The Contractor shall assist individuals with completing a Medicaid or Expanded Medicaid and other health insurance applications when income calculations indicate possible Medicaid eligibility.

9.5.3. The Contractor shall post a notice in a public and conspicuous location that states no individual will be denied services due to an inability to pay for services.

9.5.4. The Contractor shall develop and implement a sliding fee scale for services in accordance with the Federal Poverty Guidelines. The Contractor shall:

9.5.4.1. Ensure the sliding fee scale is available to the Department upon request.

9.5.4.2. Update the sliding fee scale on an annual basis, when new Federal Poverty Guidelines are released.

9.5.4.3. Provide updated sliding fee scales to the Department for review and approval prior to implementation.

9.5.5. 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.

9.5.6. 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.

9.5.7. 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.

9.5.8. 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.

10. Records

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

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

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

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

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

10.2. 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. 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.

Exhibit B-1– Reporting Metrics

1. **Overview:**

The Contractor shall submit data reports and deliverables specific to homeless individuals located in the Nashua and Greater Nashua Area.

2. **Definitions**

2.1. **Measurement Year** – Measurement Year consists of 365 days and is defined as either:

2.1.1. The calendar year, (January 1st through December 31st); or

2.1.2. The state fiscal year (July 1st through June 30th).

2.2. **Medical Visit –** Medical visit is defined as any office visit including all well-care and acute-care visits.

2.3. **HEDIS** – Healthcare Effectiveness Data and Information Set

2.4. **NQF** – National Quality Forum

2.5. **Title V** – Federal Maternal and Child Health Services Block Grant

2.6. **UDS** – Uniform Data System

2.7. **NH MCHS** – New Hampshire Maternal and Child Health Section

3. **MCHS PRIMARY CARE FOR THE HOMELESS PERFORMANCE MEASURES**

3.1. **Preventive Health: Depression Screening**

3.1.1. Percentage of patients ages twelve (12) and older screened for clinical depression using an age appropriate standardized depression screening tool and if positive, a follow-up plan is documented on the date of the positive screen (NQF 0418, UDS).

3.1.1.1. Numerator: Patients twelve (12) years and older who are screened for clinical depression using an age-appropriate standardized depression screening tool and if positive, a follow-up plan documented.

3.1.1.2. Numerator Note: Numerator equals screened negative plus screened positive who have documented follow-up plan.

3.1.1.3. Denominator: All patients twelve (12) years and older by the end of the measurement year who had at least one (1) medical visit during the measurement year.

3.1.1.4. Denominator Exception: Depression screening not performed due to medical contraindicated or patient refusal.

3.1.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is

positive and may include documentation of a future appointment, education, additional evaluation such as suicide risk assessment and/or referral to practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

3.2. **Preventive Health: Obesity Screening**

3.2.1. Percentage of patients aged 18 years and older with a calculated Body Mass Index (BMI) in the past six months or during the current visit documented in the medical record and if the most recent BMI is outside of normal parameters, a follow-up plan is documented (NQF 0421, UDS).

3.2.1.1. Normal parameters: Age 65 and older BMI $\geq$ 23 and < 30

3.2.1.2. Age 18 through 64 BMI $\geq$ 18.5 and < 25

3.2.1.3. Numerator: Patients with BMI calculated within the past six months or during the current visit and a follow-up plan documented if the BMI is outside of parameters (Normal BMI + abnormal BMI with documented plan).

3.2.1.4. Definition of Follow-Up Plan: Proposed outline of follow-up plan to be conducted as a result of BMI outside of normal parameters. The follow-up plan can include documentation of a future appointment, education, referral (such as registered dietician, nutritionist, occupational therapist, primary care physician, exercise physiologist, mental health provider, surgeon, etc.), prescription or administration of dietary supplements, exercise counseling, nutrition counseling, etc.

3.2.1.5. Denominator: All patients aged 18 years and older who had at least one (1) medical visit during the measurement year.

3.3. **Preventive Health: Tobacco Screening**

3.3.1. Percent of patients aged 18 years and older who were screened for tobacco use at least once during the measurement year or prior year and who received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user (UDS).

3.3.1.1. Numerator: number of patients in the denominator for whom documentation demonstrates that patients were queried about their tobacco use one or more times during their most recent visit OR within twenty-four (24) months of the most recent visit and received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco

user.

3.3.1.2. Numerator Note: Numerator equals queried non-smokers plus queried smokers with documented counseling intervention and/or pharmacotherapy.

3.3.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

3.3.1.4. Definitions:

3.3.1.4.1. Tobacco Use: Includes any type of tobacco.

3.3.1.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy.

3.4. At Risk Population: Hypertension

3.4.1. Percentage of patients aged 18 through 85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90mmHG) during the measurement year (NQF 0018).

3.4.1.1. Numerator: Number of patients from the denominator with blood pressure measurement less than 140/90 mm HG at the time of their last measurement.

3.4.1.2. Denominator: Number of patients age 18 through 85 with diagnosed hypertension (must have been diagnosed with hypertension six (6) or more months before the measurement date) who had at least one (1) medical visit during the measurement year. (Excludes pregnant women and patients with End Stage Renal Disease.)

3.5. Patient Safety: Falls Screening

3.5.1. Percent of patients aged 65 years and older who were screened for fall risk at least once within 12 months (NH MCHS).

3.5.1.1. Numerator: Patients who were screened for fall risk at least once within the measurement year.

3.5.1.2. Denominator: All patients aged 65 years and older seen by a health care provider within the measurement year.

3.6. **SBIRT**

3.6.1. SBIRT – Percent of patients aged 18 years and older who were screened for substance use, using a formal valid screening tool, during any medical visit AND if positive, received a brief intervention or referral to services (NH MCHS).

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

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

3.6.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

3.6.1.4. Definitions:

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

3.6.1.4.2. Brief Intervention: Includes guidance or counseling.

3.6.1.4.3. Referral to Services: Includes any recommendation of direct referral for substance abuse services.

Payment Terms

1. This Agreement is funded by:
   1.1. 13.04%, US Dept. of Health and Human Services, Health Resources and Services Administration, Maternal and Child Health Services (Block Grant), as awarded on March 30, 2020 by the US Dept. of Health and Human Services, Health Resources and Services Administration, Maternal and Child Health Services, CFDA #93.994, FAIN# B04MC33853.
   1.2. 86.96% General funds.
2. For the purposes of this Agreement:
   2.1. The Department has identified the Contractor as a Subrecipient , in accordance with 2 CFR 200.0. et seq.
   2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-2, Budget.
4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or invoices may be mailed to:

   Financial Manager
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301
6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

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

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

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

11. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

12. Audits

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

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

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

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

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

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

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

New Hampshire Department of Health and Human Services

Contractor name Lamprey Health Care

Budget Request for: Primary Care for the Homeless - Nashua

Budget Period: SFY 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 2,240.48	$ -	$ 2,240.48			$ -	$ 2,240.48	$ -	$ 2,240.48
2. Employee Benefits	$ 383.12	$ -	$ 383.12			$ -	$ 383.12	$ -	$ 383.12
3. Consultants	$ -	$ -	$ -			$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -			$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -			$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -			$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 12,500.00	$ -	$ 12,500.00	$ 2,500.00		$ 2,500.00	$ 10,000.00	$ -	$ 10,000.00
5. Supplies:	$ -	$ -	$ -			$ -	$ -	$ -	$ -
Educational	$ 1,500.00	$ -	$ 1,500.00	$ 300.00		$ 300.00	$ 1,200.00	$ -	$ 1,200.00
Lab	$ -	$ -	$ -			$ -	$ -	$ -	$ -
Pharmacy	$ 3,000.00	$ -	$ 3,000.00	$ 1,551.27		$ 1,551.27	$ 1,448.73	$ -	$ 1,448.73
Medical	$ 3,000.00	$ -	$ 3,000.00	$ 1,142.33		$ 1,142.33	$ 1,857.67	$ -	$ 1,857.67
Office	$ -	$ -	$ -			$ -	$ -	$ -	$ -
6. Travel	$ 300.00	$ -	$ 300.00	$ 300.00		$ 300.00	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -			$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -			$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -			$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -			$ -	$ -	$ -	$ -
Dues and Subscriptions	$ 500.00	$ -	$ 500.00			$ -	$ 500.00	$ -	$ 500.00
Audit and Legal	$ -	$ -	$ -			$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -			$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -			$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -			$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -			$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -			$ -		$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -			$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -			$ -	$ -	$ -	$ -
HR/IT Support	$ -	$ -	$ -			$ -	$ -	$ -	$ -
Admin/Finance Allocation	$ -	$ -	$ -			$ -	$ -	$ -	$ -
Clinical Support Allocation (Billing/HIM/QI)	$ -	$ -	$ -			$ -	$ -	$ -	$ -
TOTAL	$ 23,423.60	$ -	$ 23,423.60	$ 5,793.60	$ -	$ 5,793.60	$ 17,630.00	$ -	$ 17,630.00

Contractor Initials

Date 5/28/2020

New Hampshire Department of Health and Human Services

Contractor name: Lamprey Health Care

Budget Request for: Primary Care for the Homeless - Nashua

Budget Period: SFY 21

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 49,402.49	$ -	$ 49,402.49			$ -	$ 49,402.49	$ -	$ 49,402.49
2. Employee Benefits	$ 8,348.71	$ -	$ 8,348.71			$ -	$ 8,348.71	$ -	$ 8,348.71
3. Consultants	$ -	$ -	$ -			$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -			$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -			$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -			$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 4,200.00	$ -	$ 4,200.00	$ 3,000.00		$ 3,000.00	$ 1,200.00	$ -	$ 1,200.00
5. Supplies:	$ -	$ -	$ -			$ -	$ -	$ -	$ -
Educational	$ 2,200.00	$ -	$ 2,200.00			$ -	$ 2,200.00	$ -	$ 2,200.00
Lab	$ -	$ -	$ -			$ -	$ -	$ -	$ -
Pharmacy	$ 3,000.00	$ -	$ 3,000.00	$ 300.00		$ 300.00	$ 2,700.00	$ -	$ 2,700.00
Medical	$ 3,000.00	$ -	$ 3,000.00	$ 430.20		$ 430.20	$ 2,569.80	$ -	$ 2,569.80
Office	$ -	$ -	$ -			$ -	$ -	$ -	$ -
6. Travel	$ 300.00	$ -	$ 300.00	$ 300.00		$ 300.00	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -			$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -			$ -	$ -	$ -	$ -
Telephone	$ 1,800.00	$ -	$ 1,800.00			$ -	$ 1,800.00	$ -	$ 1,800.00
Postage	$ -	$ -	$ -			$ -	$ -	$ -	$ -
Dues and Subscriptions	$ 500.00	$ -	$ 500.00			$ -	$ 500.00	$ -	$ 500.00
Audit and Legal	$ -	$ -	$ -			$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -			$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -			$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -			$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -			$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -			$ -		$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -			$ -	$ -	$ -	$ -
13. Other Interpretation Services:	$ 1,800.00	$ -	$ 1,800.00			$ -	$ 1,800.00	$ -	$ 1,800.00
HR/IT Support	$ -	$ -	$ -			$ -	$ -	$ -	$ -
Admin/Finance Allocation	$ -	$ -	$ -			$ -	$ -	$ -	$ -
Clinical Support Allocation (Billing/HIM/QI)	$ -	$ -	$ -			$ -	$ -	$ -	$ -
TOTAL	**$ 74,551.20**	**$ -**	**$ 74,551.20**	**$ 4,030.20**	**$ -**	**$ 4,030.20**	**$ 70,521.00**	**$ -**	**$ 70,521.00**

Contractor Initials

Date 5/28/2020

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

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

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

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

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

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

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

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

Vendor Name: LAMPREY HEALTH CARE

5/6/2020
Date

Name: GARRON WHITE
Title: CEO

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

Vendor Name: LAMPREY HEALTH CARE

5/6/2020
Date

Name: GREGORY WHITE
Title: CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor 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

Vendor Initials _____
Date 5/6/2010

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name: LAMPROY HEALTH CARE

5/6/2020
Date

Name: GREGORY WHITE
Title: CEO

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

The Vendor 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:

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

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

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

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

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

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

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

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

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

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

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

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

The Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name: LAMPREY HEALTH CARE,

5/6/2020
Date

Name: GREGORY WHITE
Title: CEO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

The Vendor 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 Vendor 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.

Vendor Name: LARRY HEALTH CARE

5/6/2020
Date

Name: GREGORY WHITE
Title: CEO

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials

Date 5/6/2020

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) **Obligations of Covered Entity**

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

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

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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

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

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

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

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	LAMPREY HEALTH CARE
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Ann Lardey	GREGORY WHITE
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	CEO
Title of Authorized Representative	Title of Authorized Representative
5/13/2020	5/6/2020
Date	Date

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

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

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

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

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

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

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

Contractor Name: LAMPREY HEALTH CARE

5/6/2020
Date

Name: GREGORY WHITE
Title: CEO

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: 0402-54401

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?

   X 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: _____

A. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. The Contractor must ensure that all End Users:

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

    b. safeguard this information at all times.

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

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

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

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

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

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

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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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 : 0004496055

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11th day of April A.D. 2019.

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of Lamprey Health Care, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March 25, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Gregory A. White, Chief Executive Officer (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Lamprey Health Care, Inc. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: May 12, 2020

Signature of Elected Officer
Name: Thomas Christopher Drew
Title: Secretary

STATE OF NEW HAMPSHIRE

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,

By _____
(Name of Elected Clerk/Secretary/Officer of the Agency)

_____
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: _____

LAMPHEA-01 TFAGERSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/4/2019

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

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

PRODUCER License # 1780862 HUB International New England 100 Central Street, Suite 201 Holliston, MA 01746	CONTACT NAME: Dan Joyal PHONE (A/C, No, Ext): (774) 233-6208 FAX (A/C, No): E-MAIL ADDRESS: dan.joyal@hubinternational.com
INSURED Lamproy Health Care, Inc. 207 South Main Street Newmarket, NH 03857	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Indemnity Insurance Company — 18058 INSURER B : Atlantic Charter Insurance Company — 44326 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PHPK2002335	7/1/2019	7/1/2020	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCA00545407	7/1/2019	7/1/2020	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]	N/A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

Evidence of General Liability and Workers Compensation coverage.

CERTIFICATE HOLDER

NH DHHS
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

LAMPREY HEALTH CARE

Where Excellence and Caring go Hand in Hand

Our Mission

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

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

Our Vision

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

Our Values

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

Affirmed 12/18/2019

BerryDunn

[redacted]

LAMPREY HEALTH CARE

Where Excellence and Caring go Hand in Hand

CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

September 30, 2019 and 2018

With Independent Auditor's Report

[redacted]

BerryDunn

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, 2019 and 2018, and the related consolidated statements of operations, functional expenses, 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, 2019 and 2018, 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.

Change in Accounting Principles

As discussed in Note 1 to the financial statements, in 2019 Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc. adopted new accounting guidance, Financial Accounting Standards Board Accounting Standards Updates No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities* (Topic 958) and No. 2016-18, *Restricted Cash* (Topic 230). Our opinion is not modified with respect to these matters.

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, 2019 and 2018, 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
January 17, 2020

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

Consolidated Balance Sheets

September 30, 2019 and 2018

ASSETS

	2019	2018
Current assets		
Cash and cash equivalents	$ 1,422,407	$ 1,341,015
Patient accounts receivable, net	1,237,130	1,330,670
Grants receivable	452,711	228,972
Other receivables	236,798	172,839
Inventory	81,484	72,219
Other current assets	78,405	139,568
Total current assets	3,508,935	3,285,283
Investment in limited liability company	19,101	22,590
Assets limited as to use	2,943,714	3,205,350
Fair value of interest rate swap	13,512	-
Property and equipment, net	7,608,578	7,584,923
Total assets	$14,093,840	$14,098,146

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	$ 641,818	$ 438,830
Accrued payroll and related expenses	961,024	919,690
Deferred revenue	85,418	117,696
Current maturities of long-term debt	106,190	102,014
Total current liabilities	1,794,450	1,578,230
Long-term debt, less current maturities	2,031,076	2,134,337
Fair value of interest rate swap	-	13,404
Total liabilities	3,825,526	3,725,971
Net assets		
Without donor restrictions	9,732,208	10,061,029
With donor restrictions	536,106	311,146
Total net assets	10,268,314	10,372,175
Total liabilities and net assets	$14,093,840	$14,098,146

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

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

Consolidated Statements of Operations

Years Ended September 30, 2019 and 2018

	2019	2018
Operating revenue		
Patient service revenue	$ 9,143,768	$ 9,426,185
Provision for bad debts	(398,544)	(354,460)
Net patient service revenue	8,745,224	9,071,725
Grants, contracts and contributions	6,104,270	5,538,925
Other operating revenue	1,637,578	769,240
Net assets released from restrictions for operations	75,197	118,447
Total operating revenue	16,562,269	15,498,337
Operating expenses		
Salaries and wages	10,584,157	9,941,188
Employee benefits	1,993,787	1,688,571
Supplies	646,774	715,862
Purchased services	1,731,988	1,569,327
Facilities	580,711	594,355
Other operating expenses	697,570	537,414
Insurance	145,114	143,338
Depreciation	461,062	459,716
Interest	107,855	96,431
Total operating expenses	16,949,018	15,746,202
Deficiency of revenue over expenses	(386,749)	(247,865)
Change in fair value of interest rate swap	26,916	365
Net assets released from restrictions for capital acquisition	31,012	16,651
Decrease in net assets without donor restrictions	$ (328,821)	$ (230,849)

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

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

Consolidated Statement of Functional Expenses

Year Ended September 30, 2019

	Healthcare Services	AHEC/PHN	Transportation	Total Healthcare Services	Administration and Support Services	Total
Salaries and wages	$ 8,599,722	$ 418,785	$ 127,054	$ 9,145,561	$ 1,438,596	$ 10,584,157
Employee benefits	1,531,182	76,015	23,346	1,630,543	363,244	1,993,787
Supplies	614,628	12,839	47	627,514	19,260	646,774
Purchased services	892,684	225,590	407	1,118,681	613,307	1,731,988
Facilities	4,020	477	23,155	27,652	553,059	580,711
Other	283,801	157,524	120	441,445	256,125	697,570
Insurance	-	-	8,922	8,922	136,192	145,114
Depreciation	-	-	27,509	27,509	433,553	461,062
Interest	-	-	-	-	107,855	107,855
Allocated program support	886,269	-	-	886,269	(886,269)	-
Allocated occupancy costs	714,331	34,319	4,531	753,181	(753,181)	-
Total	$ 13,526,637	$ 925,549	$ 215,091	$ 14,667,277	$ 2,281,741	$ 16,949,018

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

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

Consolidated Statement of Functional Expenses

Year Ended September 30, 2018

	Healthcare Services	AHEC/PHN	Transportation	Total Healthcare Services	Administration and Support Services	Total
Salaries and wages	$ 8,000,572	$ 411,320	$ 120,008	$ 8,531,900	$ 1,409,288	$ 9,941,188
Employee benefits	1,315,582	70,805	20,049	1,406,436	282,135	1,688,571
Supplies	684,828	7,051	40	691,919	23,943	715,862
Purchased services	815,843	139,400	-	955,243	614,084	1,569,327
Facilities	4,402	480	20,945	25,827	568,528	594,355
Other	253,564	87,005	39	340,608	196,806	537,414
Insurance	-	-	8,696	8,696	134,642	143,338
Depreciation	-	-	28,093	28,093	431,623	459,716
Interest	-	-	-	-	96,431	96,431
Allocated program support	825,266	-	-	825,266	(825,266)	-
Allocated occupancy costs	930,169	36,593	4,831	971,593	(971,593)	-
Total	$ 12,830,226	$ 752,654	$ 202,701	$ 13,785,581	$ 1,960,621	$ 15,746,202

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

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

Consolidated Statements of Changes In Net Assets

Years Ended September 30, 2019 and 2018

	2019	2018
Net assets without donor restrictions		
Deficiency of revenue over expenses	$ (386,749)	$ (247,865)
Change in fair value of interest rate swap	26,916	365
Net assets released from restrictions for capital acquisition	31,012	16,651
Decrease in net assets without donor restrictions	(328,821)	(230,849)
Net assets with donor restrictions		
Contributions	205,027	71,205
Grants for capital acquisition	126,142	16,651
Net assets released from restrictions for operations	(75,197)	(118,447)
Net assets released from restrictions for capital acquisition	(31,012)	(16,651)
Increase (decrease) in net assets with donor restrictions	224,960	(47,242)
Change in net assets	(103,861)	(278,091)
Net assets, beginning of year	10,372,175	10,650,266
Net assets, end of year	$10,268,314	$10,372,175

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

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

Consolidated Statements of Cash Flows

Years Ended September 30, 2019 and 2018

	2019	2018
Cash flows from operating activities		
Change in net assets	$ (103,861)	$ (278,091)
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Provision for bad debts	398,544	354,460
Depreciation	461,062	459,716
Equity in earnings of limited liability company	3,489	(2,292)
Change in fair value of interest rate swap	(26,916)	(365)
Grants for capital acquisition	(126,142)	(16,651)
(Increase) decrease in the following assets:		
Patient accounts receivable	(305,004)	(614,015)
Grants receivable	(223,739)	247,179
Other receivable	(63,959)	(87,482)
Inventory	(9,265)	(8,640)
Other current assets	61,163	21,378
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	25,215	42,545
Accrued payroll and related expenses	41,334	39,213
Deferred revenue	(32,278)	28,656
Net cash provided by operating activities	99,643	185,611
Cash flows from investing activities		
Capital acquisitions	(306,944)	(173,745)
Cash flows from financing activities		
Grants for capital acquisition	126,142	16,651
Principal payments on long-term debt	(99,085)	(104,489)
Net cash provided (used) by financing activities	27,057	(87,838)
Net decrease in cash and cash equivalents and restricted cash	(180,244)	(75,972)
Cash and cash equivalents and restricted cash, beginning of year	4,546,365	4,622,337
Cash and cash equivalents and restricted cash, end of year	$ 4,366,121	$ 4,546,365
Breakdown of cash and cash equivalents and restricted cash, end of year		
Cash and cash equivalents	$ 1,422,407	$ 1,341,015
Assets limited as to use	2,943,714	3,205,350
	$ 4,366,121	$ 4,546,365
Supplemental disclosure of cash flow information		
Cash paid for interest	$ 107,855	$ 96,431
Capital expenditures included in accounts payable	$ 177,773	$ -

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

1. Summary of Significant Accounting Policies

Organization

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

Subsidiary

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

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.

Recently Adopted Accounting Pronouncements

In August 2016, the Financial Accounting Standards Board issued Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities* (Topic 958), which makes targeted changes to the not-for-profit financial reporting model. The ASU marks the completion of the first phase of a larger project aimed at improving not-for-profit financial reporting. Under the ASU, net asset reporting is streamlined and clarified. The existing three category classification of net assets was replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions." The guidance on accounting for the lapsing of restrictions on gifts to acquire property and equipment has also been simplified and clarified. New disclosures highlight restrictions on the use of resources that make otherwise liquid assets unavailable for meeting near-term financial requirements. The ASU also imposes several new requirements related to reporting expenses which resulted in the expansion of the consolidated financial statements to include statements of functional expenses. The Organization has adjusted the presentation of these statements accordingly. The ASU has been applied retrospectively to 2018. The adoption had no effect on the Organization's total net assets, results of operations, changes in net assets or cash flows for the year ended September 30, 2019. The adoption did result in a reclassification of net assets previously reported as net assets with donor restrictions to net assets without donor restrictions. This related to gifts received and used to acquire property and equipment and the restrictions on these gifts were previously released over the useful life of the acquired assets. Previously reported net assets with donor restrictions of $109,370 and $115,620 at September 30, 2018 and 2017, respectively, have been reclassified as net assets without donor restrictions.

In November 2016, FASB issued ASU No. 2016-18, *Restricted Cash* (Topic 230), which requires that a statement of cash flows explain the change during the period in the total of cash, cash equivalents, and amounts generally described as restricted cash or restricted cash equivalents. Therefore, amounts generally described as restricted cash and restricted cash equivalents should be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the statement of cash flows. The ASU is effective for fiscal years beginning on or after December 15, 2018. The Organization adopted ASU No. 2016-18 in 2019, and restated its 2018 statement of cash flows to conform to the provisions thereof.

Basis of Presentation

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

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

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

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

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as net assets without donor restrictions unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as net assets with donor restrictions. 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.

Use of Estimates

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

Income Taxes

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

Cash and Cash Equivalents

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

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

Patient Accounts Receivable

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, patient balances in excess of 120 days 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.

Grants and Other Receivables

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

The Organization receives a significant amount of grants from the 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, 2019 and September 30, 2018, grants from DHHS (including both direct awards and awards passed through other organizations) represented approximately 76% and 76%, respectively, of grants, contracts and contributions revenue.

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). 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 $19,101 and $22,590 at September 30, 2019 and 2018, respectively.

Assets Limited as To Use

Assets limited as to use include cash and cash equivalents 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 as discussed further in Note 7.

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.

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 bill 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.

Functional Expenses

The financial statements report certain categories of expenses that are attributable to one or more programs or supporting functions of the Organization. Expenses which are allocated between program services and administrative support include employee benefits which are allocated based on direct wages, facilities and related costs which are allocated based upon square footage occupied by the program, and direct program support (billing and medical records) which is 100% attributable to healthcare services.

Deficiency of Revenue Over Expenses

The consolidated statements of operations reflect the deficiency of revenue over expenses. Changes in net assets without donor restriction which are excluded from this measure 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 that qualifies for hedge accounting.

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through January 17, 2020, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments. The Organization has various sources of liquidity at its disposal, including cash and cash equivalents and a line of credit.

The Organization had working capital of $1,714,485 and $1,707,053 at September 30, 2019 and 2018, respectively. The Organization had average days cash and cash equivalents on hand (based on normal expenditures) of 31 and 32 at September 30, 2019 and 2018, respectively.

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

	2019	2018
Cash and cash equivalents	$ 1,422,407	$ 1,341,015
Patient accounts receivable, net	1,237,130	1,330,670
Grants receivable	452,711	228,972
Other receivables	236,798	172,839
Financial assets available	$ 3,349,046	$ 3,073,496

The Organization has certain board-designated assets limited to use which are available for general expenditure within one year in the normal course of operations upon obtaining approval from the Board of Directors. Accordingly, these assets have not been included in the qualitative information above. The Organization has other assets limited to use for donor-restricted purposes, which are more fully described in Note 7, are not available for general expenditure within the next year and are not reflected in the amounts above.

The Organization's goal is generally to have, at the minimum, the Health Resources and Services Administration recommended days cash and cash equivalents on hand for operations of 30 days.

The Organization has a $1,000,000 line of credit, as discussed in more detail in Note 5.

3. Patient Accounts Receivable

Patient accounts receivable consisted of the following:

	2019	2018
Patient accounts receivable	$ 1,397,194	$ 1,386,791
Contract 340B pharmacy program receivables	76,586	197,976
Total patient accounts receivable	1,472,780	1,584,767
Allowance for doubtful accounts	(235,650)	(254,097)
Patient accounts receivable, net	$ 1,237,130	$ 1,330,670

A reconciliation of the allowance for uncollectible accounts follows:

	2019	2018
Balance, beginning of year	$ 254,097	$ 233,455
Provision for bad debts	398,544	354,460
Write-offs	(416,991)	(333,818)
Balance, end of year	$ 235,650	$ 254,097

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. Primary payers representing 10% or more of the Organization's gross patient accounts receivable are as follows:

	2019	2018
Medicare	17 %	18 %
Medicaid	19 %	14 %
Anthem Blue Cross Blue Shield	*	13 %

* less than 10%

4. Property and Equipment

Property and equipment consists of the following:

	2019	2018
Land and improvements	$ 1,154,753	$ 1,154,753
Building and improvements	11,048,899	10,943,714
Furniture, fixtures and equipment	1,799,636	1,723,627
Total cost	14,003,288	13,822,094
Less accumulated depreciation	6,667,847	6,237,171
	7,335,441	7,584,923
Construction in progress	273,137	-
Property and equipment, net	$ 7,608,578	$ 7,584,923

During 2019, the Organization began to make renovations to the clinical building in Newmarket, New Hampshire. The project is estimated to cost approximately $780,000 and is expected to be completed and placed in service in December 2019. The project has been funded primarily through donor restricted contributions and debt.

The Organization has made renovations to certain buildings with federal grant funding. In accordance with the grant agreements, 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 components 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 (OFAM), Health Resources and Services Administration (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.

5. Line of Credit

The Organization has an available $1,000,000 revolving line of credit from a local bank through May 31 2021, with an interest rate of 5.50%. The line of credit is collateralized by all business assets. There was no outstanding balance as of September 30, 2019 and 2018.

6. Long-Term Debt

Long-term debt consists of the following:

	2019	2018
Promissory note payable to local bank; see terms outlined below.	$ 851,934	$ 875,506
5.375% promissory note payable to United States Department of Agriculture, Rural Development (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. The note was paid off through refinancing that is effective in October 2019; see details below.	335,509	371,976
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. The note was paid off through refinancing that is effective in October 2019; see details below.	231,091	242,438
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. The note was paid off through refinancing that is effective in October 2019; see details below.	718,732	746,431
Total long-term debt	2,137,266	2,236,351
Less current maturities	106,190	102,014
Long-term debt, less current maturities	$ 2,031,076	$ 2,134,337

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 value of the interest rate swap agreement was an asset of $13,512 and a liability of $13,404 at September 30, 2019 and 2018, respectively.

Effective October 2, 2019, the Organization obtained a $2,100,000 note payable with a local bank, which repaid the notes payable due to Rural Development in the amount of $1,285,332, and the additional financing was used to renovate the Organization's Newmarket clinical building as discussed in Note 4. The note has a ten-year balloon and is to be paid at the amortization rate of 30 years, with monthly principal payments plus interest at the greater of the Wall Street Journal Prime rate or the weighted average of the rate of overnight Federal funds with members of the Federal Reserve Bank of New York plus 0.5% through October 2029 when the balloon payment is due. The note is collateralized by the real estate. The Organization has an interest rate swap agreement for the ten-year period through 2029 that limits the potential interest rate fluctuation and essentially fixes the rate at 3.173%.

The Organization is required to meet certain administrative and financial covenants under various loan agreements included above. The Organization failed to meet one of those loan covenants at September 30, 2019 and has received a waiver of default from the bank.

Maturities of long-term debt for the next five years and thereafter (adjusted for the refinancing as discussed above) are as follows:

2020	$ 106,190
2021	50,783
2022	832,321
2023	28,439
2024	29,264
Thereafter	1,090,269
Total	$ 2,137,266

7. Net Assets

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

	2019	2018
Undesignated	$ 7,019,181	$ 7,377,112
Repairs and maintenance on the real property collateralizing Rural Development loans	142,092	142,092
Board-designated for		
Transportation	16,982	16,982
Working capital	1,391,947	1,391,947
Building improvements	1,162,006	1,132,896
Total	$ 9,732,208	$10,061,029

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

	2019	2018
Temporary in nature:		
Capital improvements	$ 326,567	$ 231,436
Community programs	181,151	54,643
Substance abuse prevention	28,388	25,067
Total	$ 536,106	$ 311,146

8. Patient Service Revenue

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

	2019	2018
Gross charges	$13,786,408	$13,683,357
340B contract pharmacy revenue	1,139,085	1,327,156
Total gross revenue	14,925,493	15,010,513
Contractual adjustments	(4,793,060)	(4,534,268)
Sliding fee discounts	(964,485)	(1,030,666)
Other discounts	(24,180)	(19,394)
Total patient service revenue	$ 9,143,768	$ 9,426,185

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

	2019	2018
Medicare	17 %	17 %
Medicaid	31 %	27 %
Blue Cross Blue Shield	17 %	18 %
Other payers	21 %	24 %
Self pay and sliding fee scale patients	14 %	14 %
	100 %	100 %

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

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, 2018.

Medicaid and Other Payers

The Organization is reimbursed by Medicaid for the care of qualified patients on a prospective basis. Overall, reimbursement is subject to a maximum allowable rate per visit. The Organization also has entered into payment agreements with certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. Under these arrangements, the Organization is reimbursed based on contractually obligated payment rates which may be less than the Organization's public fee schedule.

Charity Care

The Organization provides care to patients who meet certain criteria under its sliding fee discount policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue. 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 amounted to approximately $1,053,562 and $1,041,596 for the years ended September 30, 2019 and 2018, respectively.

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

9. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 403(b). The Organization contributed $300,572 and $157,605 for the years ended September 30, 2019 and 2018, respectively. The Organization's Board of Directors voted to suspend the employer contributions to the plan in April 2018 and resume contributions in January 2019 subsequent to the adoption of revisions to the employer contribution component of the plan documents.

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 September 30, 2019, 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.

11. Litigation

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

SUPPLEMENTARY INFORMATION

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

Consolidating Balance Sheet

September 30, 2019

ASSETS

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	2019 Consolidated
Current assets				
Cash and cash equivalents	$ 453,924	$ 968,483	$ -	$ 1,422,407
Patient accounts receivable, net	1,237,130	-	-	1,237,130
Grants receivable	452,711	-	-	452,711
Other receivables	236,798	59,797	(59,797)	236,798
Inventory	81,484	-	-	81,484
Other current assets	78,405	-	-	78,405
Total current assets	2,540,452	1,028,280	(59,797)	3,508,935
Investment in limited liability company	19,101	-	-	19,101
Assets limited as to use	2,861,010	82,704	-	2,943,714
Fair value of interest rate swap	13,512	-	-	13,512
Property and equipment, net	5,718,217	1,890,361	-	7,608,578
Total assets	$11,152,292	$ 3,001,345	$ (59,797)	$14,093,840

LIABILITIES AND NET ASSETS

Current liabilities				
Accounts payable and accrued expenses	$ 701,615	$ -	$ (59,797)	$ 641,818
Accrued payroll and related expenses	961,024	-	-	961,024
Deferred revenue	85,418	-	-	85,418
Current maturities of long-term debt	65,417	40,773	-	106,190
Total current liabilities	1,813,474	40,773	(59,797)	1,794,450
Long-term debt, less current maturities	1,122,027	909,049	-	2,031,076
Total liabilities	2,935,501	949,822	(59,797)	3,825,526
Net assets				
Without donor restrictions	7,680,685	2,051,523	-	9,732,208
With donor restrictions	536,106	-	-	536,106
Total net assets	8,216,791	2,051,523	-	10,268,314
Total liabilities and net assets	$11,152,292	$ 3,001,345	$ (59,797)	$14,093,840

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

Consolidating Balance Sheet

September 30, 2018

ASSETS

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2018 Consolidated
Current assets			
Cash and cash equivalents	$ 656,379	$ 684,636	$ 1,341,015
Patient accounts receivable, net	1,330,670	-	1,330,670
Grants receivable	228,972	-	228,972
Other receivables	172,839	-	172,839
Inventory	72,219	-	72,219
Other current assets	139,568	-	139,568
Total current assets	2,600,647	684,636	3,285,283
Investment in limited liability company	22,590	-	22,590
Assets limited as to use	2,920,876	284,474	3,205,350
Property and equipment, net	5,585,290	1,999,633	7,584,923
Total assets	$11,129,403	$ 2,968,743	$14,098,146

LIABILITIES AND NET ASSETS

Current liabilities			
Accounts payable and accrued expenses	$ 438,830	$ -	$ 438,830
Accrued payroll and related expenses	919,690	-	919,690
Deferred revenue	117,696	-	117,696
Current maturities of long-term debt	63,027	38,987	102,014
Total current liabilities	1,539,243	38,987	1,578,230
Long-term debt, less current maturities	1,184,455	949,882	2,134,337
fair value of interest rate swap	13,404	-	13,404
Total liabilities	2,737,102	988,869	3,725,971
Net assets			
Without donor restrictions	8,081,155	1,979,874	10,061,029
With donor restrictions	311,146	-	311,146
Total net assets	8,392,301	1,979,874	10,372,175
Total liabilities and net assets	$11,129,403	$ 2,968,743	$14,098,146

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

Consolidating Statement of Operations

Year Ended September 30, 2019

	Lamprey Health Care Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	2019 Consolidated
Operating revenue				
Patient service revenue	$ 9,143,768	$ -	$ -	$ 9,143,768
Provision for bad debts	(398,544)	-	-	(398,544)
Net patient service revenue	8,745,224	-	-	8,745,224
Rental income	-	227,916	(227,916)	-
Grants, contracts and contributions	6,104,270	-	-	6,104,270
Other operating revenue	1,637,475	103	-	1,637,578
Net assets released from restrictions for operations	75,197	-	-	75,197
Total operating revenue	16,562,166	228,019	(227,916)	16,562,269
Operating expenses				
Salaries and wages	10,584,157	-	-	10,584,157
Employee benefits	1,993,787	-	-	1,993,787
Supplies	646,774	-	-	646,774
Purchased services	1,731,860	128	-	1,731,988
Facilities	808,327	300	(227,916)	580,711
Other operating expenses	694,558	3,012	-	697,570
Insurance	145,114	-	-	145,114
Depreciation	351,790	109,272	-	461,062
Interest expense	64,197	43,658	-	107,855
Total operating expenses	17,020,564	156,370	(227,916)	16,949,018
(Deficiency) excess of revenue over expenses	(458,398)	71,649	-	(386,749)
Change in fair value of interest rate swap	26,916	-	-	26,916
Net assets released from restrictions for capital acquisition	31,012	-	-	31,012
(Decrease) increase in net assets without donor restrictions	$ (400,470)	$ 71,649	$ -	$ (328,821)

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

Consolidating Statement of Operations

Year Ended September 30, 2018

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	2018 Consolidated
Operating revenue				
Patient service revenue	$ 9,426,185	$ -	$ -	$ 9,426,185
Provision for bad debts	(354,460)	-	-	(354,460)
Net patient service revenue	9,071,725	-	-	9,071,725
Rental income	-	227,916	(227,916)	-
Grants, contracts and contributions	5,538,925	-	-	5,538,925
Other operating revenue	769,148	92	-	769,240
Net assets released from restrictions for operations	118,447	-	-	118,447
Total operating revenue	15,498,245	228,008	(227,916)	15,498,337
Operating expenses				
Salaries and wages	9,941,188	-	-	9,941,188
Employee benefits	1,688,571	-	-	1,688,571
Supplies	715,784	78	-	715,862
Purchased services	1,569,171	156	-	1,569,327
Facilities	816,102	6,169	(227,916)	594,355
Other operating expenses	535,414	2,000	-	537,414
Insurance	143,338	-	-	143,338
Depreciation	353,293	106,423	-	459,716
Interest	60,447	35,984	-	96,431
Total operating expenses	15,823,308	150,810	(227,916)	15,746,202
(Deficiency) excess of revenue over expenses	(325,063)	77,198	-	(247,865)
Change in fair value of interest rate swap	365	-	-	365
Net assets released from restrictions for capital acquisition	16,651	-	-	16,651
(Decrease) increase in net assets without donor restrictions	$ (308,047)	$ 77,198	$ -	$ (230,849)

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

Consolidating Statement of Changes in Net Assets

Year Ended September 30, 2019

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2019 Consolidated
Net assets without donor restrictions			
(Deficiency) excess of revenue over expenses	$ (458,398)	$ 71,649	$ (386,749)
Change in fair value of interest rate swap	26,916	-	26,916
Net assets released from restrictions for capital acquisition	31,012	-	31,012
(Decrease) increase in net assets without donor restrictions	(400,470)	71,649	(328,821)
Net assets with donor restrictions			
Contributions	205,027	-	205,027
Grants for capital acquisition	126,142	-	126,142
Net assets released from restrictions for operations	(75,197)	-	(75,197)
Net assets released from restrictions for capital acquisition	(31,012)	-	(31,012)
Increase in net assets with donor restrictions	224,960	-	224,960
Change in net assets	(175,510)	71,649	(103,861)
Net assets, beginning of year	8,392,301	1,979,874	10,372,175
Net assets, end of year	$ 8,216,791	$ 2,051,523	$10,268,314

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

Consolidating Statement of Changes in Net Assets

Year Ended September 30, 2018

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2018 Consolidated
Net assets without donor restrictions			
(Deficiency) excess of revenue over expenses	$ (325,063)	$ 77,198	$ (247,865)
Change in fair value of interest rate swap	365	-	365
Net assets released from restrictions for capital acquisition	16,651	-	16,651
(Decrease) increase in net assets without donor restrictions	(308,047)	77,198	(230,849)
Net assets with donor restrictions			
Contributions	71,205	-	71,205
Grants for capital acquisition	16,651	-	16,651
Net assets released from restrictions for operations	(118,447)	-	(118,447)
Net assets released from restrictions for capital acquisition	(16,651)	-	(16,651)
Decrease in net assets with donor restrictions	(47,242)	-	(47,242)
Change in net assets	(355,289)	77,198	(278,091)
Net assets, beginning of year	8,747,590	1,902,676	10,650,266
Net assets, end of year	$ 8,392,301	$ 1,979,874	$10,372,175

LAMPREY HEALTH CARE

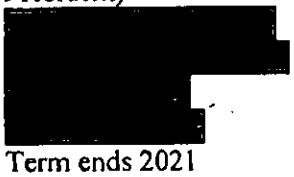
Where Excellence and Caring go Hand in Hand

2020 Board of Directors

Frank Goodspeed (President/Chair)

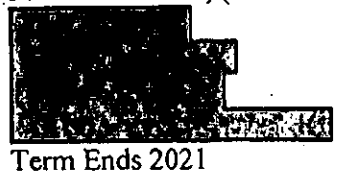
Term Ends 2020

Raymond Goodman, III (Vice President)



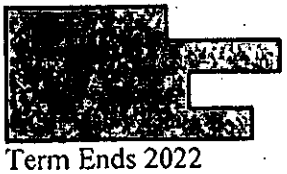
Term ends 2021

Arvind Ranade, (Treasurer)



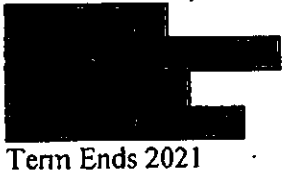
Term Ends 2021

Thomas "Chris" Drew (Secretary)



Term Ends 2022

Audrey Ashton-Savage (Immediate Past Chair/President)



Term Ends 2021

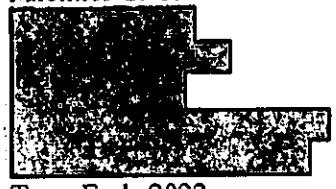
Michelle Boom

Term Ends 2022

James Brewer

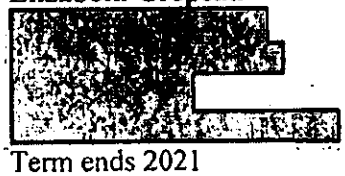
Term Ends 2022

Michael Chouinard



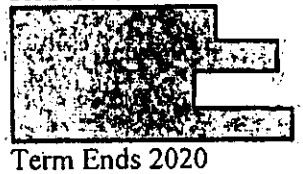
Term Ends 2022

Elizabeth Crepeau



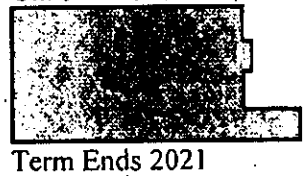
Term ends 2021

Robert Gilbert



Term Ends 2020

Carol LaCross



Term Ends 2021

Andrea Laskey

Term Ends 2022

LAMPREY HEALTH CARE

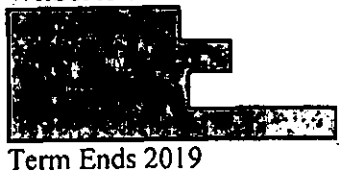
Where Excellence and Caring go Hand in Hand

\2020 Board of Directors

Michael Reinke

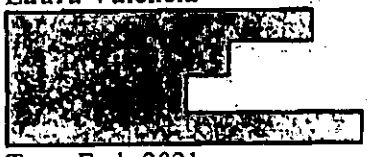
Term Ends 2022

Wilberto Torres



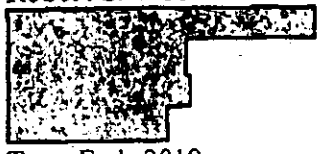
Term Ends 2019

Laura Valencia



Term Ends 2021

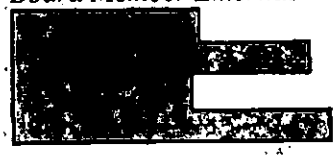
Robert S. Woodward



Term Ends 2019

Non-Voting Board Member

Michael Merenda,
Board Member Emeritus



Home: **Gregory A. White, CPA** Work:

Summary

Senior Level Executive with extensive hands-on experience in management, business leadership, and working with boards, banks and other external stake holders. A CPA with an established record of success in Community Health Center management. Strong in budgets, cash forecasts, grants, and team leadership.

Professional Experience

Lamprey Health Care – Newmarket, NH **2013 to present**

Chief Executive Officer

- Responsible for the leadership, operation and overall strategic direction of New Hampshire's largest Federally Qualified Health Center.
- Ensuring continuity and high quality primary medical care in three sites, both urban rural, serving over 16,000 patients in 40 communities.
- Leading a high performing senior management team in the direction of over 150 staff and providers.
- Engaging with leaders and stakeholders at the local, state and national levels to ensure that Lamprey is at the forefront of innovative, high quality health care delivery.

Lowell Community Health Center – Lowell, MA **2009 to 2013**

Chief Financial Officer

- Responsible for the integrity of financial information and systems for this Federally Qualified Health Center, employing 315 staff and providing over 120,000 visits annually. Upgraded financial and administrative infrastructure to meet requirements during a time of rapid expansion.
- Lead the financing and budget development for a $42 million capital facility project to include: traditional debt, multiple tax credit sources, federal grants, loan guarantees, and private funds.
- Directed key projects for: 340(b) pharmacy implementation; 403(b) tax deferred savings plan; multiple federal stimulus grants; and revised operating budget development.
- Representative to the Lowell General PHO for managed care contract negotiation
- Recruited and managed a team of five directors to oversee and manage four support and one programmatic department

Manchester Community Health Center – Manchester, NH **1999 to 2009**

Chief Financial Officer

- Recruited by the CEO to bring structure and process to the functional areas of the Center's financial operations. Provided direction and oversight to key business areas; General Administration, Patient Registration, Human Resources, FTCA/Legal and Medical Records.

Home: **Gregory A. White, CPA** Work:

- Responsible for the development of key programs, Corporate Compliance, HIPAA, selection of a new practice management system. Supported Joint Commission accreditation and the implementation of an electronic medical record system.
- Led the development of financing for the Center's new facility.

Greater Lawrence Family Health Center – Lawrence, MA **1993 to 1998**

Controller **1997 to 1998**

Accounting Manager **1995 to 1997**

Senior Accountant/Analyst **1993 to 1995**

- Progressively responsible for all day to day financial operations of a Federally Qualified Health Center, including: Accounts Payable, Payroll, General Ledger, Cash Management, Cost Reporting, Patient Accounts, and Financial Reporting. Presented budgets, analysis, projections and periodic reporting to the Board of Directors.
- Key leader for projects involving: selection of new financial accounting software; selection of new practice management system; provider productivity measurement and analysis and group purchasing. Oversaw budget of $5 million construction project.
- Developed reimbursement model for an innovative Family Practice Residency program.

Alexander, Aronson, Finning & Co., CPA's – Westborough, MA **1990 to 1993**

Staff Accountant/Auditor

Education & Professional Affiliations

Babson College, Wellesley, MA

BS, Accounting - 1990

Commonwealth of Massachusetts

Certified Public Accountant - 1996

Healthcare Financial Management Association

Certified Healthcare Financial Professional - 2008

National Association of CHC's

Excel Leadership Program - 2003

National Registry of Emergency Medical Technicians

EMT - N.H. license number 18991-I

Boards, Advisory & Volunteer Experience

Massachusetts League of Community Health Centers – Special Finance Committee

NH Health Access Network – Administrative & Training Committee

Home:

Gregory A. White, CPA

Work:

Community Health Access Network – Board of Directors, Finance Committee

Bi-State Primary Care Association – Board of Directors, Capital Finance & Sustainability, Prospective Payment

Primary Care Partners, LLC – Board of Management

The Way Home – Manchester, NH – Board of Trustees – Treasurer

Manchester Sustainable Access Project – Data Sub-group

Milford Ambulance Service – Volunteer EMT, Staff Officer, Treasurer, Building Advisory Committee

Milford Educational Foundation – 1999 to 2010 - Treasurer

Heritage United Way – Manchester – Community Investment Committee

Milford Community Athletic Association - Coach

Lasell College – Co-Resident Director

Evalie M. Crosby, CPA, FHFMA

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Summary of Qualifications

Thirty-three years professional accounting and healthcare finance experience including audit, residential mental health, and critical access hospital managerial experience. Responsibilities have included extensive involvement in third-party contract negotiations, budgeting, strategic planning, financial analysis of strategic initiatives, independent financial audit and IRS Form 990 coordination and full responsibility for preparation and filing of Medicare and Medicaid Cost Reports. Served in all executive positions in NHVT HFMA provided significant exposure to PPS hospital and NH and VT healthcare organization executive and managerial level leaders.

Experience

Alice Peck Day Health System, Lebanon, NH
Vice President of Finance/Chief Financial Officer (2009-Present)

Senior Executive of Finance for Health System comprised of Alice Peck Day Memorial Hospital made up of a 25 bed Critical Access Hospital and 11 wholly owned Physician Practices and Alice Peck Lifecare, a senior living facility with 66 independent living units, 66 assisted living units and 7 24/7 supervised nursing units. Responsible for 6 direct reports and 69 employees from Revenue Cycle, Patient Access, Patient Accounts, Coding, Health Information, Materials Management, Fiscal Services and Lifecare Business Services. Prior to Senior Level restructuring CFO was responsible for IT/IS and Risk/Compliance.

- Responsible for overall financial and fiscal management aspects of Health Systems, Hospital and Lifecare operations including accounting, budgetary, tax and other financial planning activities within the health system organizations;
- Create, coordinate, and evaluate the financial programs and supporting information systems to include budgeting, tax planning, real estate, and conservation of assets.
- Approve and coordinate changes and improvements in automated financial and management information systems for the organizations of the APD Health Systems.
- Ensure compliance with local, state, and federal financial reporting requirements.
- Coordinate the preparation of financial statements, financial reports, Medicare Cost Reports, 990 Tax Returns, special analyses, and information reports.
- Develop and implement finance, accounting, billing, and auditing procedures.
- Establish and maintain appropriate internal control safeguards.
- Contribute financial expertise in the planning of new services that generate additional sources of revenue.
- Manage costs by continually seeking data that will identify opportunities that eliminate non-value costs in conjunction with the Senior Leadership Teams of the Hospital and Lifecare.

- Analyzes areas in planning, promoting and conducting organization-wide performance improvement activities.
- Interact with other managers to provide consultative support to planning initiatives through financial and management information analyses, reports, and recommendations.
- Develop and direct the implementation of strategic business and/or operational plans, projects, programs, and systems, in conjunction with other members of the Senior Leadership Teams.
- Establish and implement short- and long-range departmental goals, objectives, policies, and operating procedures.
- Negotiate and execute third party payor contracts.
- Represent the health system at meetings including medical staff, board of trustee meetings, New Hampshire Hospital Association, New England Alliance for Health, and other relevant community meetings as needed.
- Represent the company externally to media, government agencies, funding agencies, and the general public.
- Recruit, train, supervise, and evaluate department staff.

Mt. Ascutney Hospital and Health Center, Windsor, VT
Budgeting and Reimbursement Manager and Controller (2001-2009)
Progressive managerial experience ranging from budget and reimbursement manager to Controller and succession plan that would transition to Chief Financial Officer. Directly supervise 4 employees in Finance and serve as backup supervisor for 30 employees in four departments reporting to the Chief Financial Officer including Materials Management, IT, Patient Access and Patient Accounts.

- Plan, organize and coordinate annual budget process for Critical Access Hospital. Process involves collection and distribution of departmental historical volume, revenue and expense data; supporting department heads in the development of their operating budgets; performing financial analysis on proposed changes in services; and presenting proposed budget for approval by the Board of Trustees Finance and Audit Committee. Prepared and coordinated the presentation of the Hospital's proposed budget before the State of Vermont Banking, Insurance, Securities and Healthcare Administration (BISHCA) and Public Oversight Commission (POC).
- Serve as Hospital's direct finance contact for BISHCA staff, Medicaid Personnel, CMS personnel, and other contract agencies and third party payors.
- Prepare annual Medicare and Medicaid Cost Report filings and all supporting documentation.
- Coordinate annual financial audit process and serve as hospital's primary contact for all external audit engagements including but not limited to Independent Financial Auditors, Medicaid Auditors and Medicare Auditors.
- Develop and present finance workshops for clinical department heads.. Serve as primary contact in the finance area for clinical department heads. Participate in Senior Management Team meetings. Participate in monthly Board of Trustee Finance and Audit Committee meetings.
- Implemented decision support software system which has successfully led to automation of monthly departmental variance reporting as well as much of the annual budget process.

- Responsible for updating and maintenance of Revenue and Estimated Third Party Settlement Models which are integral to the budgeting and monthly reporting processes.

Namaqua Center, Loveland, CO
Chief Financial Officer (1998-2001)
Responsible for the evaluation of automated accounting systems as well as the ultimate selection and implementation of the system. Directly supervised 3 employees and responsible for all aspects of the financial performance of the agency. Served as liaison with regulatory agencies, both for written reporting and on-site surveys.

- Developed full accounting policies and procedures manual for the agency.
- Direct contact for Independent Auditors and State Regulatory Agencies involved in financial oversight of the Agency's operations and effectiveness.
- Assured timely and complete Medicaid Cost Reports and School Department Reporting packages.
- Coordinated extensive Quality Improvement Project around third party reporting and billing.

Evalie M. Crosby, CPA
Principal (1985-1997)
Built a full public accounting practice servicing primarily small business, not for profit and individual clients. Successfully represented clients before the Internal Revenue Service, State Departments of Revenue, State Departments of Employment and Training, and Workers Compensation Insurers. Negotiated financing for clients with financial institutions and a variety of Federal and State Grant agencies.

- Provided monthly accounting and bookkeeping services.
- Provided quarterly and annual payroll and income tax filing assistance.
- Consulted with clients on the selection, installation and implementation of automated accounting systems.

Deloitte Haskins + Sells, Boston, MA
Healthcare Audit Team, (1982-1985)

- Served in a variety of capacities from audit staff to audit senior on the Healthcare Audit Team for a major public accounting firm in Boston, MA.
- Planned, organized and supervised audits on a variety of healthcare engagements.
- Served as a member of the initial DH+S team for Brigham and Women's Hospital and New England Deaconess Hospital engagements.

Education

Master of Science in Accounting 1982
Northeastern University Graduate School of Professional Accounting, Boston, MA

Bachelor of Arts - Economics 1980
Tufts University, Medford, MA

Sue Durkin
[redacted]

Lamprey Health Care October 2018 – Present

Chief of Clinical Services June 2019 – Present
Provide oversight of operations and quality within all clinical services including primary care, prenatal care, behavioral health, Medication Assisted Treatment (MAT), Breast and Cervical Cancer Program (BCCP), diabetes education, care coordination and psychiatry. Responsible for program development; preparing grant applications and reports; and assuring compliance with state, federal, and funding requirements within these programs. Provide oversight of the quality department, risk management, and NCQA Patient Centered Medical Home recognition process. Oversee the activities of the safety committee and the emergency preparedness plan.

Director of Quality Improvement and Population Health October 2018 – June 2019
Responsible for the overall leadership and administration of the performance improvement and quality program of the organization, including: supported the Board of Director's strategic organizational initiatives; developed appropriate strategies for evidence based practices for improving clinical operations and outcomes measures related to Uniform Data Systems (UDS) and NCQA Patient Centered Medical Home.

Families First Health and Support Center September 1998 – August 2019

Clinical Director January 2015 – August 2019
Responsible for the development and oversight of all clinical programs including primary care, Health Care for the Homeless, prenatal, well child, Medication Assisted Treatment (MAT), care coordination, Breast and Cervical Cancer Program (BCCP), Hepatitis C treatment, and the integration of psychiatry within primary care. Oversaw quality improvement, reporting, risk management, policy development, systems development and management. Assured compliance with state and federal regulations. Facilitated training and staff development. Developed and maintained interagency collaborations. Participated in the organization's management team, NCQA Patient Centered Medical Home work group, and the quality improvement committee of the Board of Directors. Participated in grant development and management.

Health Care for the Homeless Program Director May 2011- January 2015
Provided overall organization, management, and delivery of quality patient care for the program. Supervised staff. Participated in the organization's management team.

Health Care for the Homeless Program Nurse September 2005 - May 2011
Provided primary nursing care to homeless patients in a mobile health setting.

Quality Improvement Director June 2001 - September 2011
Responsible for the organization's quality improvement program. Coordinated activities of the quality improvement committee of the Board of Directors.

Clinical Operations Director September 1998 - June 2001
Provided oversight of clinical operations for the health center. Responsible for the organization's quality improvement program. Participated in grant proposal development and reporting. Responsible for clinical staffing and supervision.

Wentworth-Douglass Hospital June 1997 - April 1999
Staff Nurse/Charge Nurse/Per Diem Nurse
Provided primary nursing care to pediatric, adolescent, and adult patients. Performed and assisted in outpatient procedures. Assumed charge nurse responsibilities as of November 1997.

Education:
Rivier College--St. Joseph's School of Nursing September 1995 - May 1997
A.D. Nursing, GPA 4.0

College of the Holy Cross September 1987 - May 1991
B.A. Sociology

Certifications/ Licenses:
Certified Profession in Healthcare Quality (CPHQ)
Registered Nurse in State of NH (RN)
Certified Asthma Educator (AE-C)
CPR Certified
Certified Yoga Teacher (RYT 200)

Boards of Directors:
Seacoast Women's Giving Circle 2016 – Present
Prescott Park Arts Festival 2005- 2007

Francine DeSalvo

Professional Summary

Experienced healthcare professional with exceptional skills in practice management, grant and project management, process improvement and communications

- Dedicated Clinical Informatics Specialist with 7 years of Ambulatory Care, Incentive Programs, workflow redesign, IT planning, Needs assessment and HIE connectivity
- Certified Meaningful Use Specialist experience working with Medicare & Medicaid MU , MIPPS incentive programs including ACO, PQRS, Patient Centered Medical Home, Critical Access Hospitals, FQHC and Rural Health requirements
- Billing & Coding knowledge with focus on ICD-10 requirements
- Motivated Leader with ability to lead through change takes initiative and presents in a friendly manner
- Project Management including HRSA, SUND, PCORi and State grants providing oversight and
- management of deliverables
- Nursing Graduate with special interest in primary care, surgical nursing and home healthcare

Professional Experience

Little Rivers Healthcare
Strategic Solutions Project Director
May 2017- October 2018

Responsible for grant management and coordination, including recruitment, staffing and ensuring that requirements of each grant was achieved and delivered to funding source. Blueprint Project Manager responsible for supervision of Regional Coordinator and Care Coordinators. Provided direction to staff in promoting resources to the patient community with assistance of financial, prevention and education of chronic conditions.
Provided oversight to Medication Assisted Therapy Program leading Behavioral Health Team in coordination of group therapy, alternative resources and trauma informed care education to staff and the community.

Vermont Information Technology Leaders
E-Health Specialist
June 2013-May 2017

E-Health Specialist advisor to Vermont Practices and Hospitals providing assistance with EMR selection, focus on integration, conducts workflow redesigns, best practice solutions, data quality comparisons, security risk analysis, Meaningful use registration and attestation. Worked in collaboration with Vermont Blueprint for Health, coordinated with VITL's HIE team to assist practices with interface, HIE connectivity. Provided support to specialty, long term and behavioral healthcare facilities.

Francine DeSalvo

Grace Cottage Hospital
Senior Director of Rural Health
May 2010-March 2013
Responsible for the operations of the hospital's rural health center / family practice (awarded Patient Centered Medical Home status) of 11 providers. Managed and directed staffing, scheduling and physician support; project management; physician recruitment and compensation; staff, financial, project, safety and information systems management; ensured regulatory and statutory requirements were successfully met. Additionally: planned, directed and evaluated the daily operations of physician group practice. Provided business and strategic oversight and direction to physician group.

Springfield Medical Care Systems – Springfield, Vermont
Clinical Director of Rockingham Medical Group
July 2007-May 2010
Manager of Hospital owned Rural Health Clinic: provided administrative and budgetary leadership for 5 Physicians' practices, an urgent care clinic and support staff. Responsibilities included hiring, performance evaluations, Oversight of Quality Improvement projects, liaison between patients and providers. Implementation of guidelines for Rural Health and FQHC health center. Implementation of Allscripts EMR. Provided leadership in workflow redesign, integration, program build and implementation. Oversight of annual budget and financial performance. Maintained efficiency in the practices, ensured quality assurance and compliance within the clinic.

Surgical Practice Manager
September 2001 to July 2007
Southern Vermont Health Service Corp – Brattleboro, Vermont
Manager for corporate owned surgical practices. Provided administrative and budgetary direction to the practices in order to perform in an effective and cost efficient manner. Reported to the VP Planning Services, hired evaluated practice staff. Interacted with the physicians to maintain patient and community satisfaction. Problem solved in an independent manner.

Skill Highlights

Microsoft PowerPoint
Smart sheet Project Planning Application
Certified Billing & Coding
All scripts Application
Cerner Power chart Application
EcW Electronic Medical Record
Cerner Power note Application

Education and Training

Certified Meaningful Use Professional, 4Med Approved
Certificate in Community Health Care Management, Antioch New England Graduate School - Keene, NH
Associate of Science: Nursing, Thompson School of Nursing - Brattleboro, VT

Tracy Tinker, MSN, RN, CNL, CDE

[redacted]

Summary

Master's prepared nurse with experience in the hospital setting, community health, as well as a corporate arena. Experienced instructional designer and educator in clinical topics such as heart disease and diabetes as well as selling skills.

Professional Experience

2010 to present, Diabetes Resources Institute at Catholic Medical Center, Manchester, NH
Certified Diabetes Nurse Educator

- Educate clients, families, and staff on the pathophysiology of diabetes, diabetes technology, diabetes medications, and diabetes complications
- Serve as a diabetes knowledge resource for clinical staff and providers

2009 to Present, Healthcare for the Homeless Program of Manchester at Catholic Medical Center, Manchester, NH
Community Health Nurse - Case Manager, QI and Chronic Disease Coordinator

- Partner with a diverse client base to prioritize and meet their complex needs
- Assess, plan, and deliver individualized nursing care to clients
- Design and deliver client-focused health education in individual and group settings
- Lead the Continuous Quality Improvement and Patient Centered Medical Home Teams
- Participated in Grant Writing and reporting for Federal (UDS), State and Local Grants

1993 to 2008, Bristol-Myers Squibb Medical Imaging, Billerica, MA
Senior Learning & Development Consultant

- Led projects to implement eLearning in the global sales, marketing, and manufacturing organizations.
- Created and implemented a divisional learning management system (LMS) plan
- Initiated and developed clinical turn-key kits for product training and disease state management.

Clinical Manager, Radiopharmaceuticals Division

- Trained physician and technologist customers on the use of radiopharmaceutical products
- Two-time winner of top Sales and Marketing award, Executive Council, 1994 and 1997
- Developed and delivered presentations for various internal and external customers
- Mentored three Clinical Specialist colleagues.

1989 – 1993, Cedars-Sinai Medical Center, Los Angeles, CA,
Technical Manager, Nuclear Cardiology

- Managed a department of 17 technologists that delivered physician directed clinical services
- Participated in a research project for a new radiopharmaceutical
- Partnered with a local physician to conduct workshops for physicians and technologists in California and Arizona

1986 – 1989, Maine Medical Center, Portland, ME,
Staff Technologist, Nuclear Medicine

Tracy Tinker, RN

[redacted]

Education and Certifications

November 2011, National Certification Board for Diabetes Educators
Certified Diabetes Educator (CDE)
December 2009, The American Association of Colleges of Nursing
Certified Nurse Leader (CNL)

2008 – 2009, University of New Hampshire

Direct Entry Master's in Nursing, Clinical Nurse Leader
GPA: 4.0
Mary Louise Fernald Nursing Research Symposium Award for Presentation Excellence for Capstone Project "The Highs and Lows of Insulin Therapy for Inpatients: A Comparison of Three Order Sets"
Member: Golden Key International Honor Society, Sigma Theta Tau, International Nursing Honor Society

1998 – 2001, National Training Laboratories

Certificate in Experience-Based Learning and Training

- Applied concepts of adult learning to design classroom and blended learning solutions

1982 – 1986, Rochester Institute of Technology

Bachelor of Science, Clinical Sciences Nuclear Medicine
GPA: 3.67

- Participated in an internship at three local hospitals to learn nuclear medicine technology skills

Professional Presentations, Article, and Memberships

- *Member: American Association of Diabetes Educators, Granite State Diabetes Educators, National Healthcare for the Homeless Council*
- *Chronic Disease Training for Behavioral Health.* 2018, Presentation created and delivered to various Integrated Delivery Network participants across NH.
- *Adapting Your Practice: Treatment and Recommendations for Patients Who Are Homeless with Diabetes Mellitus.* HCH Clinicians Network, 2013, http://www.nhchc.org/wp-content/uploads/2013/06/2013DiabetesGuidelines_FINAL_20130612.pdf
- *Highs and Lows of Insulin Therapy for Inpatients: A Comparison of Three Order Sets,* December 2009, Mary Louise Fernald Nursing Research Symposium, Durham, NH
- *A Systematic Approach to Online Testing,* Thursday April 12, 2007, The eLearning Guild 2007 Annual Gathering, Boston, MA
- *Building and Implementing an eLearning Solution Within a Global Learning Architecture,* May 16, 2003, eLearning Strategies for Pharmaceuticals, Brussels, Belgium
- *Why computerized testing is preferred in business.* In Criterion-referenced test development: Technical and Legal Guidelines for Corporate Training (pp. 177-180). San Francisco: Pfeiffer

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Greg White	Chief Executive Officer	206,410.36	0%	
Evalie Crosby	Chief Financial Officer	156,041.34	0%	
Sue Durkin	Chief of Clinical Services	122,399.94	5%	6,120.00
Fran DeSalvo	Nashua Site Director	86,699.86	5%	4,334.99
Tracy Tinker	Registered Nurse	82,160.00	5%	4,108.00