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

NEW HAMPSHIRE HOSPITAL

Lori A. Shibaette
Commissioner

Ellea M. Lapointe
Chief Executive Officer

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

May 25, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, New Hampshire Hospital, to amend an existing agreement with Dr. Judah Weathers (VC#367266), Manchester, NH, to continue providing psychiatric services at Philbrook Adult Transitional Housing Center, by exercising a contract renewal option by increasing the price limitation by \$78,000 from \$78,000 to \$156,000 and by extending the completion date from August 31, 2022 to August 31, 2023, effective upon Governor and Council approval. 80.2% General Funds. 19.8% Other Funds (Provider Fees)

The original contract was approved by Governor and Council on July 14, 2021, Item #7.

Funds are available in the following account for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-94-940010-60960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, NH COMMUNITY RESIDENCE

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Prog Svc	94090100	\$65,000	\$0	\$65,000
2023	102-500731	Contracts for Prog Svc	94090100	\$13,000	\$65,000	\$78,000
2024	102-500731	Contracts for Prog Svc	94090100	\$0	\$13,000	\$13,000
			Total	\$78,000	\$78,000	\$156,000

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

EXPLANATION

The purpose of this request is for the Contractor to continue to provide psychiatric services to individuals admitted to the Department's Philbrook Adult Transitional Housing Center on the Hugh J. Gallen State Office Park campus.

The individuals admitted to the Philbrook Adult Transitional Housing Center have been diagnosed with serious mental illness, but need a lesser level of care than provided at New Hampshire Hospital. Transitioning appropriate clients from New Hampshire Hospital to the Philbrook Adult Transitional Housing Center allows more beds to be available at New Hampshire Hospital for individuals who are remaining in hospital emergency departments across the state instead of being admitted to New Hampshire Hospital.

Approximately 73 individuals will be served during State Fiscal Years 2023 and 2024.

The Contractor will continue to provide psychiatric services, including conducting assessments of individuals, diagnosing psychiatric conditions, and formulating and implementing individual treatment plans and clinical services.

The Department will monitor compliance of the contracted services through monthly reporting of services hours completed, and written notes on each patients' progress.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.2 of the original agreement, the parties have the option to extend the agreement for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for the one (1) year available.

Should the Governor and Council not authorize this request, the Department's ability to provide clinical services at the Philbrook Adult Transitional Housing Center will be affected, and patients at New Hampshire Hospital may not be able to transfer to Philbrook Adult Transitional Housing Center. This could cause delay for patients being admitted to New Hampshire Hospital from hospital emergency departments statewide.

Area served: Residents at Philbrook Adult Transitional Housing Center.

Source Funds: 80.2% General Funds. 19.8% Other Funds (Provider Fees)

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

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

This Amendment to the Psychiatric Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Judah Weathers ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 14, 2021, (Item #7), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Agreement Provisions, Paragraph 1, Sub-Paragraph 1.2, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
August 31, 2023
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$156,000.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

5/27/2022

Date

DocuSigned by:

Ellen Marie Lapointe

Name: Ellen Marie Lapointe

Title: Chief Executive Officer

Judah Weathers

5/26/2022

Date

DocuSigned by:

Judah D. Weathers

Name: Judah D. weathers

Title: MD

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

OFFICE OF THE ATTORNEY GENERAL

6/1/2022

Date

DocuSigned by:
Robyn Guarino
748734841041460
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

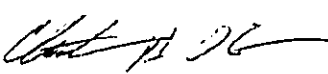
Date

Name: _____
Title: _____

PSYCHIATRISTS PROFESSIONAL LIABILITY INSURANCE

Certificate of Insurance

This certificate is issued as a matter of information only and confers no rights upon the certificate holder.
This certificate does not amend, extend or alter the coverage provided by the insurance policy below.

1. NAME AND ADDRESS OF NAMED INSURED			
Judah David Weathers, MD 195 McGregor Street Manchester, NH 03102		The policy of insurance listed below has been issued to the named insured 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 policy described herein is subject to all the terms, exclusions and conditions of such policy. Aggregate limits shown may have been reduced by paid claims.	
2. COMPANY		3. POLICY NUMBER	4. CERTIFICATE NUMBER
Fair American Insurance and Reinsurance Company		IN - FCO01 - 033337012	803587
5. POLICY PERIOD			
From:	<u>December 01, 2021</u> at 12:01 A.M. Standard Time	To:	<u>December 01, 2022</u> at 12:01 A.M. Standard Time
Retro Date (Group):	<u>December 01, 2020</u> at 12:01 A.M. Standard Time	Retro Date (N.I.):	<u>December 01, 2020</u> at 12:01 A.M. Standard Time
6. TYPE OF INSURANCE		7. COVERED SPECIALTY	
Professional Liability		Psychiatry (MD)	
8. EFFECTIVE	LIMITS OF LIABILITY	COVERAGE	STATE/RATING AREA OTHER STATES
	Professional Liability per claim/Business Liability per claim/Aggregate		
12/01/2021	\$1,000,000 / \$1,000,000 / \$3,000,000	Claims Made	NHI
9. NAME AND ADDRESS OF CERTIFICATE HOLDER			
New Hampshire Hospital 36 Clinton Street Concord, NH 03301		Should the above described policy be canceled before the expiration date thereof, the company will endeavor to mail written notice to the certification holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.	
10. NAME AND ADDRESS OF ADMINISTRATOR		11. AUTHORIZED OFFICER OF COMPANY	
PRMS 4300 Wilson Boulevard, Suite 700 Arlington, VA 22203 Telephone: (800) 245-3333 clientservices@prms.com <u>May 26, 2022</u> Date		 _____ President Fair American Insurance and Reinsurance Company	

Judah Weathers



Education

- Ph.D. (D.Phil.) Degree obtained January 06/2013

Oxford-Cambridge-NIH Scholars Program, Department of Psychiatry, Oxford University, Oxford, England, and National Institutes of Mental Health (NIMH), Bethesda, M.D., USA.

- M.D. Degree obtained May 06/2013

Yale University School of Medicine, New Haven, CT, USA.

- B.S. Behavioral Neuroscience (*magna cum laude*) Degree obtained May 05/2004

Northeastern University, Boston, MA, USA.

Career/Academic Appointments:

- Intern, Pediatrics, Yale-New Haven Hospital, New Haven, CT 07/2013 -06/ 2014
- Resident, Albert J. Solnit Integrated Training Program, Yale Child Study Center, New Haven, CT 07/2013 - 06/2018
- Chief Resident, Albert J. Solnit Integrated Training Program, Yale Child Study Center, New Haven, CT 07/2017 - 06/2018
- Adjust Clinical Faculty, Dartmouth Medical School, Hanover, NH 07/2018-current
- Voluntary Clinical Faculty, Yale Child Study Center, New Haven, CT. 07/2018-current
- Medical Director, Elliot Hospital Behavioral Health Service, Manchester, New Hampshire 12/2018-current
- Medical Director, Parkland Hospital Psychiatry, Derry, New Hampshire 06/2019-03/2020
- Section Chief of Psychiatry, Elliot Hospital, Manchester, New Hampshire. 03/2020-current

Awards and Recognition

- American Academy of Child and Adolescent Psychiatry Klingenstein Third Generation Foundation Award for Research in Depression and Suicide, Seattle, WA, USA, 2018.
- Donald J Cohen International Scholars in Child and Adolescent Mental Health, Prague, Czech Republic, 2018.
- Health-Emotions Research Institute Travel Award, Madison, WI, USA, 2017.
- Pilot Research Award for Yale Child Study Center Trainees. New Haven, CT, USA, 2016.
- International Bipolar Foundation Rising Star in Child and Adolescent Research Award. San Diego, CA, USA, 2016.
- National Institutes of Health Clinical Loan Repayment Program. Bethesda, MD, USA, 2015-2017.
- American Academy of Child and Adolescent Psychiatrist Educational Outreach Program for Child and Adolescent Psychiatrist. Washington, D.C. USA, 2015.
- 25th Annual Medical Scientist Training Program MD/PhD Conference Travel Award. Oxford-Cambridge-NIH Scholars Program, National Institutes of Health, Bethesda, M.D., USA, 2010.
- Biomedical Science Careers Program M.D. Scholarship. Harvard Medical School, Boston, M.A., USA, 2004-2005.
- Ruth and William Silen M.D. Scholarship. Harvard Medical School, Boston, M.A., USA, 2003-2004.
- Undergraduate Scholarship Program (UGSP) Award. National Institutes of Mental Health, Bethesda, M.D., USA, 2003-2004.
- The Academy of the College of Arts and Sciences Award. Northeastern University, Boston, M.A., USA, 2001.
- Golden Key International Honor Society. Washington, D.C., USA, 2000.
- National Society of Collegiate Scholars Award. Washington, D.C. USA, 2000.
- Northeastern University Academic Excellence Scholarship. Northeastern University, Boston, M.A., USA, 1999.

Peer-Reviewed Manuscripts

- "A developmental study on the neural circuitry mediating motor inhibition in bipolar disorder." *The American Journal of Psychiatry*. 2012 June 1; 169 (6):633-41.

- "A developmental study on the neural circuitry mediating response flexibility in bipolar disorder." *Psychiatry Research Neuroimaging*. 2013 Oct 30; 214 (1): 56-65.
- "Brain circuitry associated with the development of substance use in bipolar disorder and preliminary evidence for sexual dimorphism in adolescents." *Journal of Neuroscience Research*. 2017 Jan 2; 95 (1-2): 777-791.
- "Longitudinal diffusion tensor imaging study of adolescents and young adults with bipolar disorder." *Journal of the American Academy of Child and Adolescent Psychiatry*. 2018 Feb 1; 57 (2): 111-117.
- "Preliminary examination of gray and white matter structure and longitudinal structural changes in frontal systems associated with future suicide attempts in adolescents and young adults with mood disorders." *Journal of Affective Disorders*. 2019 Feb 15; 245: 1139-1148.

Published Abstracts

- "Brain predictors of suicide attempts in adolescents and young adults with bipolar disorder." Annual Conference of the International Society for Bipolar Disorder, Washington, DC, May 2017.
- "Longitudinal diffusion tensor imaging of bipolar disorder in adolescence." American College of Neuropsychopharmacology 50th Annual Meeting, Hollywood, FL, December 2016.
- "White matter abnormalities associated with the development of substance use in bipolar disorder." American College of Neuropsychopharmacology 50th Annual Meeting, Hollywood, FL, December 2016.
- "Brain circuitry associated with the development of substance use in bipolar disorder and preliminary evidence for sexual dimorphism." Society of Biological Psychiatry 71st Annual Meeting, Atlanta, GA, May 2016.
- "An fMRI investigation of response flexibility in bipolar disorder." Oxford-Cambridge-NIH Scholars Colloquium, Oxford, England, June 2012.
- "A developmental study on the neural circuitry mediating motor inhibition in bipolar disorder." Oxford-Cambridge-NIH Scholars Colloquium, Washington, D.C., USA, June 2011.
- "The neural basis of reward learning using a variable ratio of conditioned reinforcement." 25th Annual Medical Scientist Training Program (MSTP) MD/PhD Conference, University of Colorado, Boulder, CO, USA, June 2010.

Media

- Television Interview, WTNH Channel 8, Interviewed by Jocelyn Maminta on suicide in adolescents and young adults.

Research Experience

- Yale Solnit Integrated Training Program 07/2013 - 06/2017

As a child and adult psychiatry, and research training resident at Yale, I was involved in an intensive research experience, at the post-doctoral level, in the laboratory of Dr. Hilary Blumberg, where I used fMRI and diffusion tensor imaging to study the development of brain dysfunction in adolescents and young adults with bipolar disorder. This research examined how neural activation, neural networks, and brain structure changed over the life span, with a specific focus in emotion processing, and how this resulted in mood disorders. This includes examining the effects of age, psychotropics, mood changes, genetics, and history of psychosis on development of bipolar disorder. Primary research techniques included MRI data analysis with advance software, post-hoc analysis with extracted MRI data in SPSS to examine correlations with demographic variables, and genotype-phenotype correlation analysis.

- Ph.D. (D.Phil.) Training 08/2007 - 01/2013

As a graduate student in the laboratories of both Dr. Ellen Leibenluft (NIMH) and Professor Guy Goodwin (Oxford University) we sought to characterize the neuropsychological and neurophysiologic underpinnings of bipolar disorder. Specifically, I studied decision-making, impulsivity, motor inhibition, memory, and response flexibility using a combination of computer-based tasks, self-report questionnaires, and functional magnetic resonance imaging (fMRI). Our data suggests that child versus adult bipolar patients show abnormal prefrontal and striatal activation during a motor inhibition task, and abnormal prefrontal, temporal, and parietal activation during a response flexibility, relative to healthy controls. However, euthymic adult bipolar patients were no different from healthy volunteers in behavior or neural activation during a decision-making task.

- Research Intern 06/2007 - 08/2007

As a summer intern in the laboratory of Dr. Amy Friedman, MD, Yale University School of Medicine, I collected publically available data, from various countries, in attempt to better understand the global diversity in the use of live donor kidney transplants. Data

were analyzed to measure the associations between transplant types and rates, with educational, societal, and demographic characteristics for each nation. Preliminary data analysis indicated that, in nations with a heavy reliance on living donor transplantation, there were positive correlations between rates of transplantation, medial age of the population, and literacy rates. These data were submitted to the American Society of Nephrology Renal Week in 2007.

- **Research Intern 06/2005 - 08/2005**

During my summer internship in the neurosurgery laboratory of Dr. Murat Gunel, MD, Yale University School of Medicine, I collected retrospective clinical data to examine the relationship between genotype and phenotype in patients with familial forms of cerebral cavernous malformations (CCM). The long-term goal of this multi-center study was to assess whether there are associations between specific genetic mutations in familial CCM, and prognosis or surgical management.

- **Research Intern 06/2004 - 09/2004**

As a summer student in the National Institutes of Health Undergraduate Scholarship Program, I worked in the laboratory of Dr. Craig Blackston, MD, National Institutes of Neurological Disorders and Stroke. During this internship, I used yeast two-hybrid, immunoprecipitation, and gel-electrophoretic techniques to examine the cellular function and enzyme interactions of the mutated DJ-1 protein found in familial forms of parkinsons disease. An abstract for the work I accomplished during this internship was presented at the Biomedical Sciences Career Program (BSCP) conference at Harvard Medical School.

- **Research Intern 01/2000 - 05/2004**

As an undergraduate research student in the laboratory of Dr. James Stellar, PhD, Northeastern University, we used a rodent model of cocaine addiction to examine the neuroanatomical substrates of drug recidivism. My responsibilities included both animal surgery (intravenous catheter implantation) and behavior modification (food training, shaping, reinforcement, and extinction) in rats, as well as behavioral data analysis. I presented an abstract on this work at the 2004 New England Science Symposium at Harvard Medical School, where I was awarded the Ruth and William Silen M.D. Award.

Clinical Experience

- **Philbrook Adult Transitional Housing Program (PATH) 06/2021 - current**

As per diem consultant psychiatrist at the PATH program, I perform intake psychiatric assessments, work with multidisciplinary team on patient care and case management, monitor medications and work with patients, their guardians, New Hampshire Hospital clinical staff, and community mental health teams on treatment planning. This patient population is a largely underserved group of individuals that suffer from severe and chronic mental health problems, previously hospitalized at New Hampshire Hospital and in need of support with transition to institutionalized care to the community setting, including supports with housing and occupation.

- **Parkland Hospital Behavioral Health Services 08/2019 - current**

In my role as Board Certified Psychiatrist (Adult and Child and Adolescent Psychiatry) at Parkland Hospital in Derry, New Hampshire, I assess, treat, and develop disposition plans for adult patients suffering from acute psychiatric conditions, ranging from psychosis to substance use disorders. I additionally supervise mid-level professionals and emergency room social workers who work as 'physician extenders' to deliver patient care. Finally, building upon my extensive experience in providing telemental health assessment and treatment planning, I provide the assessment and psychiatric management of youth and adults with eating disorders by way of telepsychiatry. In my short tenure in the hospital, we improved measured patient experience scores and actively worked to improve the quality and outcomes of hospitalized patients. Furthermore, we worked with nearby hospitals, that do not have their own inpatient behavioral health units, to develop a program of direct admission to our inpatient behavioral health unit for crisis stabilization.

- **Medical Director, Section Chief, Elliot Hospital Behavioral Health Services 07/2018 - current**

As Medical Director of Behavioral Health Services, I supervised and conducted the assessment, treatment planning, and disposition planning of behavioral health patients who presented to the emergency room, inpatient services, and consult liaison services at Elliot Hospital in Manchester, New Hampshire. I was actively involved in the restructuring of work flow of the inpatient unit (utilizing LEAN management system techniques), and was involved in the opening of a newly expanded psychiatric emergency pod (PEP) where we assessed and treated all comers from the community with psychiatric complaints. I worked on developing a medical student/residency training component to the behavioral health services, in collaboration with nearby Dartmouth College. I provided lectures to students and allied professionals through grand rounds and presentations.

- **Portsmouth Regional Hospital Behavioral Health Services 10/2018 - 08/2019**

As per diem staff Psychiatrist at Portsmouth Regional Hospital, I worked with a multidisciplinary team of physicians, social workers, nurses, and therapists to provide excellent psychiatric care to adults with a range of psychiatric conditions. This includes the assessment and disposition planning of patients with behavioral health complaints in the emergency room, inpatient and consult liaison settings. Important organizational efforts I engaged in included decreasing length of stay to avoid untoward effects of overly lengthy psychiatric hospitalizations, cross training of newly hired psychiatrists, and supervising licensed clinical social workers performing assessments of child and adolescent patients in the emergency room.

- **Resident Physician: Solnit Integrated Training Program 07/ 2013 - 06/2018**

In the Albert. J. Solnit Integrated Training Program, a residency that integrates child, adult, and research psychiatry, I completed clinical rotations in Pediatrics, Neurology, Geriatric Psychiatry, Adult Consult Psychiatry, Child Consult Psychiatry, Emergency Psychiatry, Addiction Psychiatry including certification for initiation of suboxone maintenance therapy, Child and Adolescent Psychiatry (inpatient and outpatient services), Adult Psychiatry (inpatient and outpatient services), School Assessments/ Individualized Education Plans, and additional General Psychiatry experiences. Additionally, as on call resident psychiatrist, I was responsible for cross covering patients during overnight hours and weekends at the Yale Psychiatric Hospital, Connecticut Mental Health Center, and Psychiatry Consult Liason service at Yale.

- **TeleMental Health Services: West Haven Veterans Affairs 07/ 2017 - 06/ 2018**

In the TeleMental Health training experience under the supervision of Dr. Eric Hermes M.D. in the West Haven, CT Veterans Affairs Department of Psychiatry, I learned to provide TeleMental Health services, including psychiatric assessments, medication management, therapy, substance use disorder treatments, and crisis management to Veterans located in Maine at outlying Community Based Outpatient Clinics (CBOCs). I assessed and treated Veterans remotely (from the West Haven, CT VA) using the latest technology in video conferencing and provide individualized psychiatric interventions with the ultimate goal of reducing obstacles to providing excellent psychiatric care to all Veterans.

- **Moonlighting Physician: Hartford Health Care System 07/ 2015 - 06/ 2018**

As Moonlighting Psychiatrist for the Hartford Health Care System hospitals, and under the supervision of Medical Directors Deborah Weidner M.D. and Jonathan Raub M.D., I was responsible for performing psychiatric assessments, diagnosing, and treatment planning for child, adolescent and adult patients admitted to Natchaug Psychiatric Hospital. These overnight-call shifts included aspects of acute crisis management (e.g. acutely agitated patients, substance withdrawal patients), managing multidisciplinary teams including nursing, social work and mental health worker staff, and consultation to nearby medical emergency rooms/ medical inpatient units for psychiatric emergencies.

- **Yale University 01/ 2005 - 08/ 2007**

As a participant in the Yale School of Medicine *Donald J. Cohen (DJC) Mentorship Program*, I had early exposure to the clinical assessment and medical management of young psychiatric patients. Specifically, under the close supervision Dr. James Leckman, Nelson Harris Professor of Pediatrics and Psychiatry at the Yale Child Study Center, I participated in the initial observations, diagnosis, and treatment planning of a patient referred to the Child Study Center for specialty care. I was additionally involved in the neuropsychological assessment of the child, as well as regularly scheduled play periods and family meetings. A particularly formative experience I had during this fellowship was visiting the child's school to independently gather academic and social functioning data from teachers and staff. Finally, as a member of the planning committee for the DJC, I was involved in the scheduling of guest lectures, catering of semi-monthly meetings, and the regular recruitment of medical students interested adolescent psychiatry.

Teaching Experience

- **Jagiellonian University 01/ 2016 - 06/ 2018**

As a visiting lecture in Psychiatry at Jagiellonian University in Krakow, Poland, I am responsible for giving lectures to 6* year medical students (final year in European medical schools) in general psychiatry. Specific lecture topics include mood disorder, schizophrenia, and principles in psychotherapy. In addition to these medical student lectures, I give lectures within the Department of Biophysics on topics of neuroimaging in Psychiatry, with the aim of ultimately developing research collaborations in the neuroimaging of mood disorders.

- **Oxford University 09/2009 - 04/2010**

During my Ph.D. (D.Phil) training in the Department of Psychiatry at Oxford University I was afforded the opportunity to mentor an undergraduate psychology student. Over a period of eight months, our weekly meetings covered a range of aspects important in research, including: 1) designing a research question, 2) power analysis, 3) behavioral and fMRI data collection, 4) behavioral and fMRI data analysis, and 5) writing results. The student applied these skills directly in an fMRI study designed to examine the neural activation associated with conditioned reinforcers during reward learning. This culminated with the student submitting a dissertation on this data to her home university, where she is now pursuing a research career on the cognitive underpinnings of remorse.

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Lori A. Shiblinette
Commissioner

Heather M. Moquin
Chief Executive Officer

JUN28'21 PM 2:51 RCVD
STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

NEW HAMPSHIRE HOSPITAL

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

June 25, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, New Hampshire Hospital, to enter into a **Retroactive, Sole Source** contract with Dr. Judah Weathers (VC# TDB), Manchester, NH, in the amount of \$78,000, for psychiatrist services at the Philbrook Adult Transitional Housing Center, with the option to renew for up to one (1) additional year, effective retroactive to July 1, 2021 upon Governor and Council approval through August 31, 2022. 80.2% General Funds. 19.8% Other Funds (Provider Fees).

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

05-95-94-940010-60960000 HEALTH AND SOLCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, NH COMMUNITY RESIDENCE

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Prog Svc	94090100	\$65,000
2023	102-500731	Contracts for Prog Svc	94090100	\$13,000
			Total	\$78,000

EXPLANATION

This request is **Retroactive** because previous contracted psychiatry provider at the PATH Center chose to terminate her contract before the Contract Completion Date of August 31, 2021. To ensure continuity of patient care and programmatic services at the PATH Center, the Department retained the services of the Contractor to begin immediately after the termination of the previous contract. This did not allow time to complete the contract review and approval process without a gap in services for patients at the PATH Center.

This request is **Sole Source** because the Department had to find a Contractor who is able to meet the Department's immediate need for psychiatry services at the PATH Center. This contract is for one (1) year with a one (1) year option to renew. The Department intends to procure these services for State Fiscal Year 2023 through a competitive solicitation that will be published in State Fiscal Year 2022.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

The purpose of this request is for the Contractor to provide psychiatric services to individuals admitted to the Department's Philbrook Adult Transitional Housing Center on the Hugh J. Gallen State Office Park campus.

The individuals admitted to the Philbrook Adult Transitional Housing Center have been diagnosed with serious mental illness, but need a lesser level of care than provided at New Hampshire Hospital. Transitioning appropriate clients from New Hampshire Hospital to the Philbrook Adult Transitional Housing Center allows more beds to be available at New Hampshire Hospital for individuals who are remaining in hospital emergency departments across the state instead of being admitted to New Hampshire Hospital.

Approximately 75 individuals will be served from July 1, 2021 to August 31, 2022.

The Contractor will provide psychiatric services, including conducting assessments of individuals, diagnosing psychiatric conditions, and formulating and implementing individual treatment plans and clinical services.

The Department will monitor compliance of the contracted services through monthly reporting of services hours completed, and written notes on each patients' progress.

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

Should the Governor and Council not authorize this request, the Department's ability to provide clinical services at the Philbrook Adult Transitional Housing Center will be affected, and patients at New Hampshire Hospital may not be able to transfer to Philbrook Adult Transitional Housing Center. This could cause delay for patients being admitted to New Hampshire Hospital from hospital emergency departments statewide.

Area served: Residents at Philbrook Adult Transitional Housing Center.

Source of Funds: 80.2% General Funds. 19.8% Other Funds (Provider Fees).

Respectfully submitted,



Lori A. Shibinette
Commissioner

Independent Contractor Justification Form

1. Describe the services that the individual will perform for your agency.

Physician Psychiatry services. We do not employ Psychiatrists in DHHS, they are all contracted.

2. Does the agency have State employees that perform the same or similar services? Yes, No

3. Will the Agency exercise authority over the means by which the service is rendered by:

a. Setting work hours. Yes, No

b. Setting the work location or providing work space. Yes, No

c. Training the individual in how the services must be performed. Yes, No

d. Supervising how services are rendered. Yes, No

e. Providing tools, materials or office supplies to perform the services. Yes, No

f. Requiring periodic reports on the individual's services. Yes, No

g. Requiring performance by the contracting individual, rather than allowing subcontractors or assistants. Yes, No

4. Will the individual perform the services exclusively for the agency? Yes, No

5. Does the individual use their personal social security number rather than employer identification tax number? Yes, No

6. Does the individual hold himself or herself out to be in business for himself or herself, including by being registered with the state as a business and having continuing or recurring business liabilities or obligations? Yes, No

7. Will the individual be responsible for satisfactory completion of work and can the agency hold the individual contractually responsible for failure to complete the work? Yes, No

8. Will the Agency have the right to terminate the relationship at any time? Yes, No

9. Can the individual terminate the relationship at any time without liability? Yes, No

10. Are the services the individual will provide an independently established trade, occupation, profession, or business? Yes, No. Please Identify Psychiatry.

Date initial review by DoP: 06/08/2021 Date final review by DoP: 06/08/2021

Initial Approval MJM : Disapproved _____ Final Approval MJM : Disapproved _____

Michael Moranti Digitally signed by Michael Moranti
Date: 2021.06.08 08:43:11 -04'00'

(Division of Personnel signatory)

Michael Moranti Digitally signed by Michael Moranti
Date: 2021.06.08 08:43:25 -04'00'

(Division of Personnel signatory)

Subject: Psychiatrist Services (SS-2022-NHH-05-PSYCH-01)

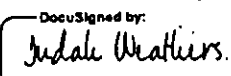
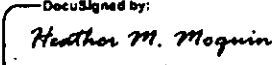
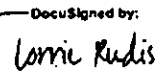
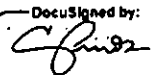
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Judah Weathers		1.4 Contractor Address 195 McGregor Street Apt. 427 Manchester, NH 03102	
1.5 Contractor Phone Number (202) 423-1983	1.6 Account Number 05-95-094-940010-60960000 -102-500731	1.7 Completion Date August 31, 2022	1.8 Price Limitation \$78,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 6/17/2021		1.12 Name and Title of Contractor Signatory Judah weathers MD	
1.13 State Agency Signature DocuSigned by:  Date: 6/21/2021		1.14 Name and Title of State Agency Signatory Heather M. Moquin Chief Executive Officer, New Hampshire Hospital	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On: 6/22/2021			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/24/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 6/17/2021

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

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, 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 supercedes all prior agreements and understandings with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services
Psychiatrist Services**

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in Block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2021.

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

3.3. The parties may extend the Agreement for up to one (1) additional year from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 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.

1.4. Paragraph 14, Insurance, Subparagraph 14.1, Line 14.1.1 is amended as follows:

14.1.1 Professional insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate or excess; and

**New Hampshire Department of Health and Human Services
Psychiatrist Services**

EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide services in this agreement to residents at Philbrook Adult Transitional Housing Center (PATH Center), on the premises at the Governor Hugh J. Gallen State Office Park in Concord.
- 1.2. For the purposes of this agreement, all references to days shall mean calendar days.
- 1.3. The Contractor shall provide services at the PATH Center approximately ten (10) hours per week based on the need for such psychiatric services and shall provide the Chief Executive Officer (CEO) or designee of New Hampshire Hospital (NHH) with the anticipated hours for such services for the upcoming week by Friday of each week.
- 1.4. The Contractor shall be board certified as a psychiatrist and have an active license to practice in the state of New Hampshire. The Contractor shall provide a copy of said license and any renewals thereof to the Department, and shall notify the Department within twenty-four hours if said license become suspended, revoked or expired.
- 1.5. The Contractor shall provide NHH's CEO or designee with all forms necessary to complete provider enrollment with insurance carriers, and credentialing.
- 1.6. The Contractor shall provide proof of immunizations required for health care workers to the NHH CEO or designee, in accordance with the Centers for Disease Control and Prevention Recommendations for Immunization of Health-Care Workers, Recommendations of the Advisory Committee on Immunization Practices and the Hospital Infection Control Practices Advisory committee, which includes proof of:
 - 1.6.1. Tuberculosis screening results-dated within the last year prior to the effective date of this agreement;
 - 1.6.2. Hepatitis B vaccination or immunity initiation;
 - 1.6.3. Immunity to measles, mumps, rubella and chickenpox;
 - 1.6.4. Influenza vaccination during influenza season if not contraindicated;
 - 1.6.5. Tetanus, Diphtheria, & Pertussis (TDaP) vaccination within the past ten (10) years; and
 - 1.6.6. Vaccination for the COVID-19 virus.
- 1.7. The Contractor shall complete the orientation for the PATH Center's policies and safety requirements. Required classes must be completed at orientation and thereafter at the discretion of NHH's CEO or designee every two (2) years. At the discretion of NHH's CEO or designee, and based on the Contractor's credentials and experience, the orientation requirements may be covered

**New Hampshire Department of Health and Human Services
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EXHIBIT B

individually with the Contractor in a condensed format.

- 1.8. The Contractor shall authorize the Department to conduct a Criminal Background Check and shall release the results to the NHH Office of Human Resources to ensure no convictions for the following crimes:
 - 1.8.1. A felony for child abuse or neglect, spousal abuse, any crime against children or adults, including but not limited to: child pornography, rape, sexual assault, or homicide;
 - 1.8.2. A violent or sexually-related crime against a child or adult, or a crime which may indicate a person might be reasonably expected to pose a threat to a child or adult;
 - 1.8.3. A felony for physical assault, battery, or a drug-related offense committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii);
 - 1.8.4. Felony conviction; or
 - 1.8.5. Any misdemeanor conviction involving:
 - 1.8.5.1. Physical or sexual assault;
 - 1.8.5.2. Violence;
 - 1.8.5.3. Exploitation;
 - 1.8.5.4. Child pornography;
 - 1.8.5.5. Threatening or reckless conduct;
 - 1.8.5.6. Theft;
 - 1.8.5.7. Driving under the influence of drugs or alcohol; or
 - 1.8.5.8. Any other conduct that represents evidence of behavior that could endanger the well-being of an individual served under this Agreement; and
- 1.9. The Contractor shall authorize the Department to conduct a Bureau of Elderly and Adults Services (BEAS) State Registry check maintained pursuant to RSA 161-F:49; at no cost to the Contractor. The BEAS State Registry check confidential results are returned directly to the NHH Office of Human Resources.
- 1.10. The Contractor shall provide psychiatric services in accordance with the scope of practice described in Revised States Annotated (RSA) 326-B:11, and shall:
 - 1.10.1. Provide periodic psychiatric assessments of individuals.
 - 1.10.2. Provide clinical assessments in accordance with the PATH Center's regulatory and billing standards.
 - 1.10.3. Diagnose and treat psychiatric conditions, as necessary, ^{ps} for

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**New Hampshire Department of Health and Human Services
Psychiatrist Services**

EXHIBIT B

individuals.

- 1.10.4. Refer individuals for non-psychiatric healthcare needs, as necessary, to other providers in the community.
- 1.10.5. Develop, adjust, and continue treatment plans for individuals as clinically appropriate.
- 1.10.6. Formulate and implement individual treatment plans and clinical services, in cooperation with treatment teams, for the diagnosis, assessment, treatment, and care of patients.
- 1.10.7. Ensure progress notes and treatment plans are completed and/or updated within twenty-four (24) hours of the date in which a clinical visit is performed.
- 1.10.8. Provide non-urgent consultation to clinical teams as appropriate.
- 1.10.9. Independently prescribe, dispense, and distribute psychopharmacologic drugs and act as a treatment team member in accordance with state law.
- 1.10.10. Appear and testify in court proceedings, as necessary, for individuals admitted to the PATH Center.
- 1.10.11. Develop and maintain positive relationships with Department staff and contracted staff, Community Mental Health Centers, advocates, and the mental health community.

2. Exhibits Incorporated

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties and is attached hereto and incorporated by reference herein.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements, which is attached hereto and incorporated by reference herein.

3. Reporting Requirements

- 3.1. The Contractor shall submit monthly reports to NHH's CEO or designee specifying the number of service hours provided on a form provided by the Department and provide information as requested by the Department.

4. Performance Measures

- 4.1. The Department will monitor Contractor compliance with the requirements of this Agreement.

**New Hampshire Department of Health and Human Services
Psychiatrist Services**

EXHIBIT B

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- 4.2. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 4.3. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 4.4. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.
- 5. Additional Terms**
- 5.1. Impacts Resulting from Court Orders or Legislative Changes
- 5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 5.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services
- 5.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.
- 5.3. Credits and Copyright Ownership
- 5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 5.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

**New Hampshire Department of Health and Human Services
Psychiatrist Services**

EXHIBIT B

- 5.3.3.1. Brochures.
- 5.3.3.2. Resource directories.
- 5.3.3.3. Protocols or guidelines.
- 5.3.3.4. Posters.
- 5.3.3.5. Reports.
- 5.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

6. Records

- 6.1. The Contractor shall keep records that include, but are not limited to:
 - 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 6.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**New Hampshire Department of Health and Human Services
Psychiatric Services**

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 80.2% General funds.
 - 1.2. 19.8% Other funds (Provider Fees).
2. For the purposes of this Agreement the Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.331.
3. Payment shall be on an hourly reimbursement basis at a rate of \$150 per hour, inclusive of travel as required, for actual hours of services provided. The Contractor shall be paid for only the total number of hours actually worked.
4. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to NHHFinancialServices@dhhs.nh.gov, or invoices may be mailed to:

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

**New Hampshire Department of Health and Human Services
Psychiatric Services**

EXHIBIT C

satisfactorily completed in accordance with the terms and conditions of this agreement.

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

12. Audits

- 12.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov 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
Psychiatrist Services**



Standard Exhibits D-H

The parties agree that the Department's Standard Exhibits D through Exhibit H are not applicable to this Agreement.

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New Hampshire Department of Health and Human Services



Exhibit I

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, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103; limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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

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

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

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Exhibit I

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

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

Department of Health and Human Services

The State by:

Heather M. Moquin

Signature of Authorized Representative

Heather M. Moquin

Name of Authorized Representative
Chief Executive Officer, New Hampshire

Title of Authorized Representative

6/21/2021

Date

Judah weathers

Name of the Contractor

Judith Weathers

Signature of Authorized Representative

Judah weathers

Name of Authorized Representative
Hospital
MD

Title of Authorized Representative

6/17/2021

Date

JW

**New Hampshire Department of Health and Human Services
Psychiatrist Services**



Standard Exhibit J

The parties agree that the Department's Standard Exhibit J is not applicable to this Agreement.

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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...
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity...
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164...
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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Exhibit K

DHHS Information Security Requirements



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.).

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DHHS Information Security Requirements



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

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DHHS Information Security Requirements



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/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.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- 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

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Exhibit K

DHHS Information Security Requirements



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