



Lori A. Weaver
Commissioner

Iain N. Watt
Interim Director

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

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39

May 29, 2024

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend an existing contract with Amoskeag Health (VC#157274), Manchester, NH, to provide mental health services in school based settings, by exercising a contract renewal option by increasing the price limitation by \$806,125 from \$1,010,000 to \$1,816,125 and extending the completion date from June 30, 2024 to June 30, 2025, effective July 1, 2024, upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on August 17, 2022, item #19 and most recently amended with Governor and Council approval on February 22, 2023, item #5D.

Funds are available in the following account for State Fiscal Year 2025, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-90-903510-24680000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, DIVISION OF PUBLIC HEALTH, BUREAU OF EMERGENCY PREPAREDNESS, RESPONSE & RECOVERY, PUBLIC HEALTH CRISIS RSP-ARP

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	102-500731	Contracts for Prog Svs	90027508	\$1,010,000	\$0	\$1,010,000
2024	102-500731	Contracts for Prog Svs	90027508	\$0	\$0	\$0
2025	102-500731	Contracts for Prog Svs	90027508	\$0	\$806,125	\$806,125
			TOTAL	\$1,010,000	\$806,125	\$1,816,125

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 school-based mental health services within the Manchester and Greater Manchester School Districts. The Contractor will continue to expand and improve behavioral health services at existing school sites and link students and their families with appropriate resources in the community, as needed or as requested by the family.

Approximately 800 individuals will be served during State Fiscal Year 2025.

The Contractor provides behavioral health services and referrals in partnership with the Manchester School District to students on a voluntary basis. Parental consent is required for participation from the student's parent or guardian. Criminal background checks, Bureau of Elderly and Adult Services State Registry Checks and Division for Children, Youth and Families Central Registry Checks will occur prior to the Contractor's staff working within a school-based setting.

The Department will monitor services by reviewing the:

- Quarterly Performance Measures Table.
- Biannual Work Plan.

As referenced in Exhibit A of the original agreement, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the one (1) year available.

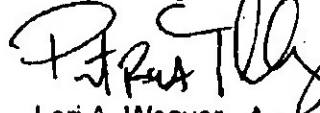
Should the Governor and Council not authorize this request, the Department will be unable to support school-based mental health services in the noted school districts.

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

Area served: Manchester and Greater Manchester School Districts

Source of Federal Funds: Assistance Listing Number #93.354, FAIN # NU90TP922144

Respectfully submitted,



Lori A. Weaver *for*
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #2**

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 17, 2022 (Item #19), and as amended on February 22, 2023 (Item #5D), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2025
2. Form P-37, General Provisions, Block 1.8; Price Limitation, to read:
\$1,816,125
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director
4. Modify Exhibit B, Scope of Services, Sections 1.1. through 1.1.1.6.5, to read:
Reserved
5. Modify Exhibit B, Scope of Services, Section 1.2, to read:
 - 1.2. The Contractor shall provide behavioral health services within the school setting. Services must be performed by a behavioral health clinician and are to involve the treatment, diagnosis, and/or care of a student K-12 experiencing behavioral health concerns. The Contractor shall obtain written consent from student's parent(s) or legal guardian(s) on a form approved by the Department, prior to providing, any behavioral health services. Services include, but are not limited to:
 - 1.2.1. Depression/anxiety screening.
 - 1.2.2. Individual counseling.
 - 1.2.3. Group counseling.
 - 1.2.4. Crisis intervention/stabilization.
6. Modify Exhibit C, Payment Terms, Section 3., to read:
 3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget, Amendment #2.
7. Add Exhibit C-2, Budget Sheet, Amendment #2, which is attached hereto and incorporated by reference herein.
8. Add Appendix F, Performance Measures Table, Amendment #2, which was inadvertently not attached to the original Agreement in error, which is attached hereto and was incorporated by reference in the original Agreement.

DS


All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2024, 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

6/4/2024

Date

DocuSigned by:

Iain Watt

07700895F370407

Name: Iain Watt

Title: Director - DPHS

Amoskeag Health

6/4/2024

Date

DocuSigned by:

Kris McCracken

Name: KRIS McCracken

Title: President/CEO

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

OFFICE OF THE ATTORNEY GENERAL

6/5/2024

Date

DocuSigned by:
Robyn Guarino
746734814011480
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:

Exhibit C-2 Budget, Amendment #2

New Hampshire Department of Health and Human Services	
Contractor Name:	Amoskeag Health
Budget Request for:	MCH and Primary Care School Base Setting
Budget Period	July 1, 2024 through June 30, 2025 (SFY 25)
Indirect Cost Rate (if applicable)	10%
Line/Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$563,724
2. Fringe Benefits	\$169,117
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$732,842
Total Indirect Costs	\$73,283
TOTAL	\$806,125

Contractor Initials: 

**SCHOOL BASED HEALTH SERVICES
APPENDIX F: PERFORMANCE MEASURES TABLE**

SFY 2025
(Submit ONE for each SHC site)

School Health Center Name: _____

PERFORMANCE MEASURES	Sept 1 – Dec 31, 2024 Due 1/10/25	Jan 1 – Mar 1, 2025 Due 3/15/25	Mar 1 – June 30, 2025 Due 7/15/25
1. Total number of unduplicated students served:			
5-12 Years-Old			
12-18 Years-Old			
Total # of students enrolled:			
2. Total number of behavioral health services provided: Behavioral health services are to be performed by a behavioral health clinician and are to involve the treatment, diagnosis, or care of a youth (K-12) that is experiencing behavioral health concerns. Services include but are not limited to: depression/anxiety screening, individual counseling, group counseling, crisis intervention/stabilization, etc.)			
3. Total number of depression screenings:			
4. Total number of anxiety screenings:			

DS
[Signature]

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that AMOSKEAG HEALTH is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 07, 1992. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 175115

Certificate Number: 0006661501



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of April A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of Amoskeag Health (formerly Manchester Community Health Center).
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on February 6, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)


VOTED: That Kris McCracken, President/CEO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Amoskeag Health (formerly Manchester Community Health Center) to enter into
(Name of Corporation/ LLC)

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

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

Dated: 6:3:2024



Signature of Elected Officer

Name: David Crespo
Title: Amoskeag Health Board Secretary



MISSION

**To improve the health and well-being of our patients
and the communities we serve by providing
exceptional care and services that are accessible to all.**



VISION

**We envision a healthy and vibrant community
with strong families and tight social fabric
that ensures everyone has the tools they need to thrive and succeed.**





FINANCIAL STATEMENTS

and

**REPORTS IN ACCORDANCE WITH GOVERNMENT AUDITING
STANDARDS AND THE UNIFORM GUIDANCE**

June 30, 2023 and 2022

With Independent Auditor's Report



INDEPENDENT AUDITOR'S REPORT

Board of Directors
Amoskeag Health

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Amoskeag Health (the Organization), which comprise the balance sheets as of June 30, 2023 and 2022, and the related statements of operations and changes in net assets, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2023 and 2022, and the results of its operations, changes in its net assets and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

We conducted our audits in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Change in Accounting Principle

As discussed in Note 1 to the financial statements, on July 1, 2022, the Organization adopted the provisions of Financial Accounting Standards Board Accounting Standards Codification Topic 842, *Leases*. Our opinion is not modified with respect to that matter.

Emphasis of Matter

As discussed in Note 11 to the financial statements, the Organization has incurred a significant operating loss during the year ended June 30, 2023 and has declining working capital and limited days cash on hand. Management's evaluation of the events and conditions and management's plans to mitigate these matters are also described in Note 11. Our opinion is not modified with respect to that matter.

Board of Directors
Amoskeag Health
Page 2

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Board of Directors
Amoskeag Health
Page 3

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 6, 2023 on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
December 6, 2023

AMOSKEAG HEALTH

Balance Sheets

June 30, 2023 and 2022

ASSETS

	<u>2023</u>	<u>2022</u>
Current assets		
Cash and cash equivalents	\$ 1,291,683	\$ 3,198,957
Patient accounts receivable	1,857,818	1,422,968
Grants and other receivables	1,120,900	1,856,067
Other current assets	<u>145,734</u>	<u>154,142</u>
Total current assets	4,416,135	6,632,134
Operating lease right-of-use assets	1,454,454	-
Property and equipment, net	3,597,132	3,863,277
Other assets	<u>103,941</u>	<u>56,288</u>
Total assets	<u>\$ 9,571,662</u>	<u>\$ 10,551,699</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	\$ 580,054	\$ 528,569
Accrued payroll and related expenses	1,663,737	1,352,346
Current portion of operating lease liabilities	178,529	-
Current portion of long-term debt	<u>1,467,285</u>	<u>53,464</u>
Total current liabilities	3,889,605	1,934,379
Operating lease liabilities, less current portion	1,314,978	-
Long-term debt, less current portion	<u>-</u>	<u>1,456,492</u>
Total liabilities	<u>5,204,583</u>	<u>3,390,871</u>
Net assets		
Without donor restrictions	3,574,104	5,973,864
With donor restrictions	<u>792,975</u>	<u>1,186,964</u>
Total net assets	<u>4,367,079</u>	<u>7,160,828</u>
Total liabilities and net assets	<u>\$ 9,571,662</u>	<u>\$ 10,551,699</u>

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

AMOSKEAG HEALTH

Statements of Operations and Changes in Net Assets

Years Ended June 30, 2023 and 2022

	<u>2023</u>	<u>2022</u>
Operating revenue		
Net patient service revenue	\$ 11,024,301	\$ 12,336,088
Grants, contracts and support	11,892,431	10,010,217
Other operating revenue	184,790	251,582
Net assets released from restriction for operations	<u>1,048,634</u>	<u>1,281,713</u>
Total operating revenue	<u>24,150,156</u>	<u>23,879,600</u>
Operating expenses		
Salaries and wages	15,520,631	14,533,999
Employee benefits	3,738,558	3,187,333
Program supplies	723,059	653,598
Contracted services	3,769,551	3,661,540
Occupancy	999,369	891,952
Other	1,331,746	993,893
Depreciation and amortization	457,433	484,603
Interest	<u>48,724</u>	<u>49,240</u>
Total operating expenses	<u>26,589,071</u>	<u>24,456,158</u>
Deficiency of revenue over expenses	(2,438,915)	(576,558)
Grants received for capital acquisition and in service	<u>39,155</u>	<u>-</u>
Decrease in net assets without donor restrictions	<u>(2,399,760)</u>	<u>(576,558)</u>
Net assets with donor restrictions		
Contributions	654,645	1,683,955
Net assets released from restriction for operations	<u>(1,048,634)</u>	<u>(1,281,713)</u>
(Decrease) increase in net assets with donor restrictions	<u>(393,989)</u>	<u>402,242</u>
Change in net assets	(2,793,749)	(174,316)
Net assets, beginning of year	<u>7,160,828</u>	<u>7,335,144</u>
Net assets, end of year	<u>\$ 4,367,079</u>	<u>\$ 7,160,828</u>

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

AMOSKEAG HEALTH

Statements of Functional Expenses

Years Ended June 30, 2023 and 2022

	2023							
	Healthcare Services				Administrative and Support Services			
	Medical	Behavioral Health	Pharmacy	Special Medical Programs	Total Healthcare Services	Administration	Marketing and Fundraising	Total
Salaries and wages	\$ 8,939,465	\$ 3,006,416	\$ 52,985	\$ 1,573,145	\$ 13,572,011	\$ 1,710,956	\$ 237,664	\$ 15,520,631
Employee benefits	1,872,918	876,513	13,123	329,101	3,091,655	588,747	58,156	3,738,558
Program supplies	453,220	44,226	211,199	4,089	712,734	7,700	2,625	723,059
Contracted services	1,472,342	858,030	337,239	270,562	2,938,173	814,684	16,694	3,769,551
Occupancy	662,462	93,053	2,735	98,758	857,008	127,356	15,005	999,369
Other	487,377	224,001	24,109	80,761	816,248	476,049	39,449	1,331,746
Depreciation and amortization	178,648	47,234	6,284	18,651	250,817	202,918	3,698	457,433
Interest	16,084	5,060	749	2,222	24,115	24,174	435	48,724
Total	\$ 14,082,516	\$ 5,154,533	\$ 648,423	\$ 2,377,289	\$ 22,262,761	\$ 3,952,584	\$ 373,726	\$ 26,589,071
	2022							
	Healthcare Services				Administrative and Support Services			
	Medical	Behavioral Health	Pharmacy	Special Medical Programs	Total Healthcare Services	Administration	Marketing and Fundraising	Total
Salaries and wages	\$ 9,072,604	\$ 2,579,104	\$ 50,576	\$ 1,223,516	\$ 12,925,800	\$ 1,400,936	\$ 207,263	\$ 14,533,999
Employee benefits	1,657,441	699,960	14,732	256,439	2,628,572	506,353	52,408	3,187,333
Program supplies	376,035	56,205	206,071	7,071	645,382	7,744	472	653,598
Contracted services	1,241,663	859,815	323,609	646,038	3,071,125	580,175	10,240	3,661,540
Occupancy	293,987	100,165	12,981	31,807	438,940	446,195	6,817	891,952
Other	402,032	161,643	9,981	48,295	621,951	343,045	28,897	993,893
Depreciation and amortization	177,477	60,402	6,418	15,822	260,119	220,609	3,875	484,603
Interest	15,484	5,630	733	1,797	23,644	25,211	385	49,240
Total	\$ 13,236,723	\$ 4,522,924	\$ 625,101	\$ 2,230,785	\$ 20,615,533	\$ 3,530,268	\$ 310,357	\$ 24,456,158

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

AMOSKEAG HEALTH

Statements of Cash Flows

Years Ended June 30, 2023 and 2022

	<u>2023</u>	<u>2022</u>
Cash flows from operating activities		
Change in net assets	\$ (2,793,749)	\$ (174,316)
Adjustments to reconcile change in net assets to net cash used by operating activities		
Depreciation and amortization	457,433	484,603
Amortization of operating lease right-of-use assets	210,821	-
Grants received for capital acquisition	(39,155)	-
Contributions received for capital acquisition	(5,000)	(305,000)
(Increase) decrease in the following assets		
Patient accounts receivable	(434,850)	(120,590)
Grants and other receivables	735,167	(975,767)
Other current assets	8,408	146,038
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	51,485	(225,844)
Accrued payroll and related expenses	311,391	(370,776)
Operating lease liabilities	<u>(171,768)</u>	<u>-</u>
Net cash used by operating activities	<u>(1,669,817)</u>	<u>(1,541,652)</u>
Cash flows from investing activities		
Purchase of investments	(47,653)	(56,288)
Capital expenditures	<u>(185,529)</u>	<u>(189,752)</u>
Net cash used by investing activities	<u>(233,182)</u>	<u>(246,040)</u>
Cash flows from financing activities		
Grants received for capital acquisition	39,155	-
Contributions received for capital acquisition	5,000	305,000
Payments on long-term debt	<u>(48,430)</u>	<u>(50,308)</u>
Net cash (used) provided by financing activities	<u>(4,275)</u>	<u>254,692</u>
Net decrease in cash and cash equivalents	(1,907,274)	(1,533,000)
Cash and cash equivalents, beginning of year	<u>3,198,957</u>	<u>4,731,957</u>
Cash and cash equivalents, end of year	<u>\$ 1,291,683</u>	<u>\$ 3,198,957</u>
Supplemental disclosures of cash flow information		
Cash paid for interest	<u>\$ 48,724</u>	<u>\$ 49,240</u>

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

AMOSKEAG HEALTH

Notes to Financial Statements

June 30, 2023 and 2022

Organization

Amoskeag Health (the Organization) is a not-for-profit corporation organized in Manchester, New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) providing high-quality, comprehensive, and family-oriented primary health care and support services, which meet the needs of a diverse community, regardless of age, ethnicity or income.

1. Summary of Significant Accounting Policies

Basis of Presentation

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

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

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

Use of Estimates

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

Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Organization is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

AMOSKEAG HEALTH

Notes to Financial Statements

June 30, 2023 and 2022

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits, money market funds and petty cash.

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

Revenue Recognition and Patient Accounts Receivable

Net patient service revenue is reported at the amount that reflects the consideration to which the Organization expects to be entitled in exchange for providing patient care. These amounts are due from patients and third-party payers (including commercial insurers and governmental programs). Generally, the Organization bills the patients and third-party payers several days after the services are performed. Revenue is recognized as performance obligations are satisfied.

Performance obligations are determined based on the nature of the services provided by the Organization. The Organization measures the performance obligations as follows:

- Medical, behavioral health, optometry, podiatry and ancillary services are measured from the commencement of an in-person or virtual encounter with a patient to the completion of the encounter. Ancillary services provided the same day are considered to be part of the performance obligation and are not deemed to be separate performance obligations.
- Contract pharmacy services are measured when the prescription is dispensed to the patient as reported by the pharmacy administrator.

The majority of the Organization's performance obligations are satisfied at a point in time.

The Organization has determined that the nature, amount, timing and uncertainty of revenue and cash flows are affected by the payer. In assessing collectability, the Organization has elected the portfolio approach. The portfolio approach is being used as the Organization has a large volume of similar contracts with similar classes of customers (patients). The Organization reasonably expects that the effect of applying a portfolio approach to a group of contracts would not differ materially from considering each contract separately. Management's judgment to group the contracts by portfolio is based on the payment behavior expected in each portfolio category. As a result, aggregating all the contracts (which are at the patient level) by the particular payer or group of payers will result in the recognition of the same amount of revenue as applying the analysis at the individual patient level. Significant payer concentrations are presented in Note 3.

AMOSKEAG HEALTH

Notes to Financial Statements

June 30, 2023 and 2022

A summary of payment arrangements follows:

Medicare

The Organization is primarily reimbursed for services provided to patients based on the lesser of actual charges or prospectively set rates for all FQHC services provided to a Medicare beneficiary on the same day. Certain other services provided to patients are reimbursed based on predetermined payment rates for each Current Procedural Terminology (CPT) code, which may be less than the Organization's public fee schedule.

Medicaid

The Organization is primarily reimbursed for medical, behavioral health, certain dental and ancillary services provided to patients based on prospectively set rates for all FQHC services furnished to a Medicaid beneficiary on the same day. Certain other services provided to patients are reimbursed based on predetermined payment rates for each CPT code, which may be less than the Organization's public fee schedule. The rate was legislatively increased from an average rate of \$211.54 to \$288.05 effective October 1, 2023.

Other Payers

The Organization has also entered into payment agreements with certain commercial insurance carriers, health maintenance organizations, and preferred provider organizations. Under these arrangements, the Organization is reimbursed for services based on contractually obligated payment rates for each CPT code, which may be less than the Organization's public fee schedule.

Patients

The Organization provides care to patients who meet certain criteria under its sliding fee discount program. The Organization estimates the costs associated with providing this care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for the sliding fee discount program. The estimated cost of providing services to patients under the Organization sliding fee discount policy amounted to \$2,188,583 and \$2,844,226 for the years ended June 30, 2023 and 2022, respectively. The Organization is able to provide these services with a component of funds received through federal grants.

For uninsured patients who do not qualify under the Organization's sliding fee discount program, the Organization bills the patient based on the Organization's standard rates for services provided. Patient balances are typically due within 30 days of billing; however, the Organization does, in certain instances, enter into payment agreements with patients that allow payments in excess of one year. For those cases, the financing component is not deemed to be significant to the contract.

AMOSKEAG HEALTH

Notes to Financial Statements

June 30, 2023 and 2022

340B Contract Pharmacy Program Revenue

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. This program requires drug manufacturers to provide outpatient drugs to FQHCs and other covered entities at a reduced price. The Organization contracts with other local pharmacies under this program. The contract pharmacies dispense drugs to eligible patients of the Organization and bill commercial insurances on behalf of the Organization. Reimbursement received by the contract pharmacies is remitted to the Organization, less dispensing and administrative fees. The dispensing and administrative fees are costs of the program and not deemed to be implicit price concessions which would reduce the transaction price. The Organization recognizes revenue in the amounts that reflect the consideration to which it expects to be entitled in exchange for the prescription after the amount has been determined by the pharmacy benefits manager.

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

Grants and Other Receivables

Grants receivable are stated at the amount management expects to collect from outstanding balances. All such amount are considered collectible.

A portion of the Organization's revenue is derived from cost-reimbursable grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as deferred revenue. The Organization has been awarded cost reimbursable grants with project periods extending beyond June 30, 2023 in the aggregate amount of \$6,101,849 that have not been recognized at June 30, 2023 because qualifying expenditures have not yet been incurred.

The Organization receives a significant amount of grants from the U.S. Department of Health and Human Services (HHS). As with all government funding, these grants are subject to reduction or termination in future years. For the years ended June 30, 2023 and 2022, grants from HHS (including both direct awards and awards passed through other organizations) represented approximately 61% and 72%, respectively, of grants, contracts and support revenue.

AMOSKEAG HEALTH

Notes to Financial Statements

June 30, 2023 and 2022

Right-of-Use Assets and Lease Liabilities

Effective July 1, 2022, the Organization adopted Financial Accounting Standards Board Accounting Standards Codification (ASC) Topic 842, *Leases* (Topic 842). The Organization determines if an arrangement is a lease or contains a lease at inception of a contract. A contract is determined to be or contain a lease if the contract conveys the right to control the use of identified property, plant or equipment (an identified asset) in exchange for consideration. The Organization determines these assets are leased because the Organization has the right to obtain substantially all of the economic benefit from and the right to direct the use of the identified asset.

Assets in which the supplier or lessor has the practical ability and right to substitute alternative assets for the identified asset and would benefit economically from the exercise of its right to substitute the asset are not considered to be or contain a lease because the Organization determines it does not have the right to control and direct the use of the identified asset. The Organization's lease agreements do not contain any material residual value guarantees or material restrictive covenants.

In evaluating its contracts, the Organization separately identifies lease and non-lease components, such as maintenance costs, in calculating the right-of-use (ROU) asset and lease liability for its facility lease.

Leases result in the recognition of ROU assets and lease liabilities on the balance sheet. ROU assets represent the right to use an underlying asset for the lease term, and lease liabilities represent the obligation to make lease payments arising from the lease, measured on a discounted basis. The Organization determines lease classification as operating or finance at the lease commencement date. The Organization did not have any finance leases as of June 30, 2023.

At lease inception, the lease liability is measured at the present value of the lease payments over the lease term. The ROU asset equals the lease liability adjusted for any initial direct costs, prepaid or deferred rent and lease incentives. Topic 842 requires the use of the implicit rate in the lease when readily determinable. As the leases do not provide an implicit rate, the Organization elected the practical expedient to use the risk-free rate when the rate of the lease is not implicit in the lease agreement.

The lease term may include options to extend or to terminate the lease that the Organization is reasonably certain to exercise. The Organization has elected not to record leases with an initial term of 12 months or less on the balance sheet. Lease expense on such leases is recognized on a straight-line basis over the lease term.

Lease expense on operating leases is recognized over the expected lease term on a straight-line basis, while expense on finance leases is recognized using the effective interest rate method which amortizes the ROU asset to expense over the lease term and interest costs are expensed on the lease obligation throughout the lease term.

AMOSKEAG HEALTH**Notes to Financial Statements****June 30, 2023 and 2022**

Upon adoption of Topic 842, the Organization elected the package of practical expedients permitted under the transition guidance within the new standard which includes the following: relief from determination of lease contracts included in existing or expiring leases at the point of adoption, relief from having to reevaluate the classification of leases in effect at the point of adoption and relief from reevaluation of existing leases that have initial direct costs associated with the execution of the lease contract.

The adoption of Topic 842 resulted in the recognition of the following assets and liabilities on July 1, 2022:

Operating lease right-of-use assets	<u>\$ 1,665,275</u>
Current portion of operating lease liabilities	\$ 172,735
Operating lease liabilities, less current portion	<u>1,492,540</u>
Operating lease liabilities	<u>\$ 1,665,275</u>

Results for the period prior to July 1, 2022 continue to be reported in accordance with the Organization's historical accounting treatment for leases.

Property and Equipment

Property and equipment are carried at cost. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets. The Organization's capitalization policy is applicable for acquisitions greater than \$1,000.

Contributions

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

The Organization reports gifts of property and equipment as support without donor restrictions unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as support with donor restrictions. Absent explicit donor stipulations about how long those long-lived assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service.

AMOSKEAG HEALTH**Notes to Financial Statements****June 30, 2023 and 2022****Functional Expenses**

The financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include depreciation, interest, and office and occupancy costs, which are allocated on a square-footage basis, as well as the shared systems technology fees for the Organization's medical records and billing system, which are allocated based on the percentage of patients served by each function.

Deficiency of Revenue Over Expenses

The statements of operations reflect the deficiency of revenue over expenses. Changes in net assets without donor restrictions which are excluded from the deficiency of revenue over expenses include contributions of long-lived assets (including assets acquired using grants and contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through December 6, 2023, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments. The Organization has various sources of liquidity at its disposal, including cash and cash equivalents and a \$1,000,000 line of credit (Note 5).

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

	<u>2023</u>	<u>2022</u>
Cash and cash equivalents	\$ 1,291,683	\$ 3,198,957
Patient accounts receivable	1,857,818	1,422,968
Grants and other receivables	<u>1,120,900</u>	<u>1,856,067</u>
Financial assets available	4,270,401	6,477,992
Less net assets with donor restrictions	<u>792,975</u>	<u>1,186,964</u>
Financial assets available	<u>\$ 3,477,426</u>	<u>\$ 5,291,028</u>

The Organization had average days (based on normal expenditures) cash and cash equivalents on hand of 18 and 49 at June 30, 2023 and 2022, respectively.

AMOSKEAG HEALTH

Notes to Financial Statements

June 30, 2023 and 2022

3. Patient Accounts Receivable and Net Patient Service Revenue

Patient Accounts Receivable

Patient accounts receivable and due from third-party payers are stated at the amount management expects to collect from outstanding balances and consisted of the following:

	July 1, <u>2021</u>	June 30, <u>2022</u>	June 30, <u>2023</u>
Direct patient services	\$ 1,206,770	\$ 1,302,100	\$ 1,795,769
Contract 340B pharmacy program	<u>95,608</u>	<u>120,868</u>	<u>62,049</u>
Total patient accounts receivable	\$ <u>1,302,378</u>	\$ <u>1,422,968</u>	\$ <u>1,857,818</u>

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. The accounts receivable from patients and third-party payers, net of allowances, were as follows at June 30:

	<u>2023</u>	<u>2022</u>
Governmental plans		
Medicare	20 %	13 %
Medicaid	54 %	44 %
Commercial payers	20 %	19 %
Patient	<u>6 %</u>	<u>24 %</u>
Total	<u>100 %</u>	<u>100 %</u>

Net Patient Service Revenue

Net patient service revenue by payer is as follows for the years ended June 30:

	<u>2023</u>	<u>2022</u>
Gross charges	\$ 18,699,505	\$ 20,301,722
Less: Contractual adjustments and implicit price concessions	(7,132,770)	(7,313,357)
Sliding fee discount policy adjustments	<u>(1,620,962)</u>	<u>(2,241,893)</u>
Total net direct patient service revenue	9,945,773	10,746,472
Contract 340B program revenue	<u>1,078,528</u>	<u>1,589,616</u>
Total net patient service revenue	\$ <u>11,024,301</u>	\$ <u>12,336,088</u>

Revenue from Medicaid accounted for approximately 59% and 61% of the Organization's net patient service revenue for the years ended June 30, 2023 and 2022, respectively. No other individual payer represented more than 10% of the Organization's net patient service revenue.

AMOSKEAG HEALTH
Notes to Financial Statements
June 30, 2023 and 2022

4. Property and Equipment

Property and equipment consisted of the following as of June 30:

	<u>2023</u>	<u>2022</u>
Land	\$ 81,000	\$ 81,000
Building and leasehold improvements	5,428,684	5,420,954
Furniture and equipment	<u>2,831,166</u>	<u>2,689,274</u>
Total cost	8,340,850	8,191,228
Less accumulated depreciation	<u>4,779,625</u>	<u>4,327,951</u>
	3,561,225	3,863,277
Projects in process	<u>35,907</u>	<u>-</u>
Property and equipment, net	<u>\$ 3,597,132</u>	<u>\$ 3,863,277</u>

Property and equipment acquired with Federal grant funds are subject to specific federal standards for sales and other dispositions. In many cases, the Federal government retains a residual ownership interest in the assets, requiring prior approval and restrictions on disposition.

5. Line of Credit

The Organization has a \$1,000,000 line of credit demand note with a local banking institution with interest at Bloomberg Short-Term Bank Yield Index rate plus 2.75% (7.97% at June 30, 2023). The line of credit is collateralized by all assets. There was no balance outstanding at June 30, 2023 and 2022.

The Organization has a 30-day paydown requirement on the line of credit, which was met for the year ended June 30, 2023.

6. Operating Leases

The Organization has entered into the following lease arrangements:

Long-term Operating Leases

The Organization has operating leases for clinic facilities with maturities ranging from December 2023 through March 2034. Certain leases contain renewal options and escalation clauses which range from 2% to 6.73%. Termination of the leases are generally prohibited unless there is a violation under the lease agreement.

AMOSKEAG HEALTH
Notes to Financial Statements
June 30, 2023 and 2022

Short-Term Leases

The Organization has certain leases that are for a period of 12 months or less or contain renewals for periods of 12 months or less.

Lease Cost

Lease cost, which approximates lease payments, for the year ended June 30, 2023 was as follows:

Operating leases	\$ 255,964
Short-term leases	<u>278,944</u>
Total	<u>\$ 534,908</u>

Other Information

Weighted-average remaining lease term:	
Operating leases	9 years
Weighted-average discount rate:	
Operating leases	2.88%

Future Minimum Lease Payments and Reconciliation to the Balance Sheet

Future minimum payments due under the facility lease agreements for the years ending June 30, are as follows:

2024	\$ 218,624
2025	216,166
2026	160,335
2027	166,940
2028	148,062
Thereafter	<u>804,198</u>
Total future undiscounted lease payments	1,714,325
Less present value discount	<u>220,818</u>
Total operating lease liabilities	1,493,507
Current portion of operating lease liabilities	<u>178,529</u>
Operating lease liabilities, net of current portion.	<u>\$ 1,314,978</u>

AMOSKEAG HEALTH

Notes to Financial Statements

June 30, 2023 and 2022

7. Long-Term Debt

Long-term debt consisted of the following as of June 30:

	<u>2023</u>	<u>2022</u>
Note payable, with a local bank (see terms below)	\$ 1,467,285	\$ 1,509,956
Less current maturities	<u>1,467,285</u>	<u>53,464</u>
Long-term debt, less current maturities	<u>\$ -</u>	<u>\$ 1,456,492</u>

The Organization has a promissory note with Citizens Bank, N. A. (Citizens), collateralized by real estate, for \$1,670,000 with New Hampshire Health and Education Facilities Authority participating in the lending for \$450,000 of the note payable. Monthly payments of \$8,011, including interest fixed at 3.05%, are based on a 25-year amortization schedule and are to be paid through April 2026, at which time a balloon payment will be due for the remaining balance.

Scheduled principal repayments of long-term debt for the next five years follows as of June 30:

2024	\$ 50,852
2025	52,602
2026	<u>1,363,831</u>
Total	<u>\$ 1,467,285</u>

The Organization is required to meet an annual minimum working capital and debt service coverage debt covenants as defined in the loan agreement with Citizens. In the event of default, Citizens has the option to terminate the agreement and immediately request payment of the outstanding debt without notice of any kind to the Organization. The Organization was not in compliance with the debt service coverage ratio at June 30, 2023, accordingly the full amount of the note is reported as a currently liability in the accompanying balance sheet as of June 30, 2023.

8. Net Assets

Net assets were as follows as of June 30:

	<u>2023</u>	<u>2022</u>
Net assets without donor restrictions		
Undesignated	\$ 3,068,175	\$ 5,467,935
Designated for working capital	<u>505,929</u>	<u>505,929</u>
Total	<u>\$ 3,574,104</u>	<u>\$ 5,973,864</u>

AMOSKEAG HEALTH**Notes to Financial Statements****June 30, 2023 and 2022**

	<u>2023</u>	<u>2022</u>
Net assets with donor restrictions for specific purpose		
Temporary in nature		
Healthcare and related program services	\$ 259,485	\$ 624,570
Building improvements	310,000	305,000
Child health services	<u>122,132</u>	<u>156,036</u>
	691,617	1,085,606
Permanent in nature		
Available to borrow for working capital as needed	<u>101,358</u>	<u>101,358</u>
Total	<u>\$ 792,975</u>	<u>\$ 1,186,964</u>

9. Benefit Plans

The Organization has a defined contribution plan under Internal Revenue Code Section 403(b) that covers substantially all employees. The Organization contributed \$305,200 and \$329,371 during the years ended June 30, 2023 and 2022, respectively.

The Organization provides health insurance to its employees through a captive self-insurance plan. The Organization estimates and records a liability for claims incurred but not reported for employee health provided through the captive self-insured plan. The liability is estimated based on prior claims experience and the expected time period from the date such claims are incurred to the date the related claims are submitted and paid.

10. Medical Malpractice Insurance

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of June 30, 2023, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and additional medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

11. Financial Improvement Plan

The Organization incurred a significant operating loss during the year ended June 30, 2023 and has declining working capital and limited days of cash and cash equivalents on hand. These factors raise substantial doubt regarding the Organization's ability to continue as a going concern through one year from December 6, 2023, which is the financial statements were available to be issued.

AMOSKEAG HEALTH

Notes to Financial Statements

June 30, 2023 and 2022

Management has identified several areas where costs can be reduced or income can be expanded and believes will alleviate the substantial doubt regarding the Organization's ability to continue as a going concern, including:

- During 2023 the Organization underwent a conversion of its electronic health medical record. During the transition, the revenue cycle team had limited resources to implement the new system as well as keep existing collection efforts current. As a result, write-offs exceeded average write-offs by approximately \$780,000, which is not expected to recur in 2024.
- The State of New Hampshire is rebasing the Medicaid payment rate effective October 1, 2023. The annualized impact of the change in rates is approximately \$2,500,000.
- The Organization recognized there will be reductions in grant revenue in 2024 due to the end of COVID-19 funding. The Organization has also identified staffing cuts and reductions in cost of contracted services to offset the reduced grant revenue.

SUPPLEMENTARY INFORMATION

AMOSKEAG HEALTH

Schedule of Expenditures of Federal Awards

Year Ended June 30, 2023

<u>Federal Grantor/Pass-Through Grantor/Program Title</u>	<u>Federal Assistance Listing Number</u>	<u>Pass-Through Contract Number</u>	<u>Total Federal Expenditures</u>	<u>Amount Passed Through to Subrecipients</u>
<u>U.S. Department of Health and Human Services</u>				
<u>Direct</u>				
Health Center Program Cluster				
Consolidated Health Centers (Community Health Centers, Migrant Health Centers, Health Care for the Homeless, and Public Housing Primary Care)	93.224		\$ 255,629	\$
COVID-19 Consolidated Health Centers (Community Health Centers, Migrant Health Centers, Health Care for the Homeless, and Public Housing Primary Care)	93.224		1,258,343	
Total AL 93.224			1,513,972	
Affordable Care Act (ACA) Grants for New and Expanded Services Under the Health Center Program	93.527		3,505,536	
COVID-19 Affordable Care Act (ACA) Grants for New and Expanded Services Under the Health Center Program	93.527		199,458	
Total AL 93.527			3,704,994	
Total Health Center Program Cluster			5,218,966	
Affordable Care Act (ACA) Grants for Capital Development in Health Centers	93.526		57,547	
<u>Passthrough</u>				
<u>State of New Hampshire Department of Health and Human Services</u>				
Affordable Care Act (ACA) Personal Responsibility Education Program	93.092	157274-B001/90018440	28,306	
Family Planning Services	93.217	1069352	71,414	
Family Planning Services	93.217	n/a	17,084	
Total AL 93.217			88,498	
<u>The Mental Health Center of Greater Manchester</u>				
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	n/a	211,670	
<u>YWCA New Hampshire</u>				
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	H79FG000828	4,261	
Total AL 93.243			215,931	
<u>Bi-State Primary Care Association, Inc.</u>				
COVID-19 Immunization Cooperative Agreements	93.268	n/a	197,408	
<u>State of New Hampshire Department of Health and Human Services</u>				
Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response	93.354	NU90TP922144	476,838	
COVID-19 Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises	93.391	NH75OT000031/N90CA1858	16,067	
<u>University System of New Hampshire</u>				
Every Student Succeeds Act/Preschool Development Grants	93.434	17737-0001/202020243	442,769	160,960
<u>State of New Hampshire Department of Health and Human Services</u>				
Temporary Assistance for Needy Families	93.558	B001/90080206	25,705	
Child Abuse and Neglect Discretionary Activities	93.670	645-504004/42105745	245,120	66,173

The accompanying notes are an integral part of this schedule.

AMOSKEAG HEALTH

Schedule of Expenditures of Federal Awards

Year Ended June 30, 2023

Federal Grantor/Pass-Through Grantor/Program Title	Federal Assistance Listing Number	Pass-Through Contract Number	Total Federal Expenditures	Amount Passed Through to Subrecipients
<u>Catholic Medical Center</u> Medical Assistance Program	97.778	NH20164	426	
<u>Bi-State Primary Care Association, Inc.</u> Opioid STR	93.788	n/a	171,566	
<u>State of New Hampshire Department of Health and Human Services</u>				
Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations	93.898	102-500731/90080081	3,592	
Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations	93.898	NU58DP006298	80,162	
Total AL 93.898			83,754	
Maternal and Child Health Services Block Grant to the States	93.994	1062420	81,199	
Maternal and Child Health Services Block Grant to the States	93.994	561-500911/ 93001000	295,054	
Maternal and Child Health Services Block Grant to the States	93.994	562-500912/ 93001000	133,750	
Total AL 93.994			510,003	
Total U.S. Department of Health and Human Services			7,778,904	227,133
<u>U.S. Department of Housing and Urban Development</u>				
<u>Passthrough</u>				
<u>City of Manchester, New Hampshire</u>				
Community Development Block Grants/Entitlement Grants	14.218	210721A	45,000	
<u>U.S. Department of Justice</u>				
<u>Passthrough</u>				
<u>State of New Hampshire Department of Justice</u>				
Comprehensive Opioid Abuse Site-Based Program	16.838	n/a	212,541	97,360
<u>U.S. Department of Treasury</u>				
<u>Passthrough</u>				
<u>Bi-State Primary Care Association, Inc.</u>				
COVID-19 Coronavirus State And Local Fiscal Recovery Funds	21.027	n/a	216,021	
<u>City of Manchester, New Hampshire</u>				
COVID-19 Coronavirus State And Local Fiscal Recovery Funds	21.027	#212422 ARPA	121,273	31,905
<u>City of Manchester, New Hampshire Police Department</u>				
COVID-19 Coronavirus State And Local Fiscal Recovery Funds	21.027	#410222 ARPA	345,276	167,486
Total AL 21.027			682,570	199,391
Total Expenditures of Federal Awards, All Programs			\$ 8,719,015	\$ 523,884

The accompanying notes are an integral part of this schedule.

AMOSKEAG HEALTH

Notes to Schedule of Expenditures of Federal Awards

Year Ended June 30, 2023

1. Summary of Significant Accounting Policies

Expenditures reported in the Schedule of Expenditures of Federal Awards (Schedule) are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), wherein certain types of expenditures are not allowable or are limited as to reimbursement.

2. De Minimis Indirect Cost Rate

Amoskeag Health (the Organization) has elected not to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.

3. Basis of Presentation

The Schedule includes the federal grant activity of the Organization. The information in this Schedule is presented in accordance with the requirements of the Uniform Guidance. Because the Schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Board of Directors
Amoskeag Health

We have audited, in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Amoskeag Health (the Organization), which comprise the balance sheet as of June 30, 2023, and the related statements of operations and changes in net assets, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated December 6, 2023.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Board of Directors
Amoskeag Health

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
December 6, 2023



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE
FOR THE MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

Board of Directors
Amoskeag Health

Report on Compliance for the Major Federal Program

Opinion on the Major Federal Program

We have audited Amoskeag Health's (the Organization) compliance with the types of compliance requirements identified as subject to audit in the Office of Management and Budget *Compliance Supplement* that could have a direct and material effect on its major federal program for the year ended June 30, 2023. The Organization's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Organization complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2023.

Basis for Opinion on the Major Federal Program

We conducted our audit of compliance in accordance with U.S. generally accepted auditing standards; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Organization and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major federal program. Our audit does not provide a legal determination of the Organization's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Organization's federal programs.

Board of Directors
Amoskeag Health

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Organization's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with U.S. generally accepted auditing standards, *Government Auditing Standards* and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Organization's compliance with the requirements of the major federal program as a whole.

In performing an audit in accordance with U.S. generally accepted auditing standards, *Government Auditing Standards* and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Organization's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Organization's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Board of Directors
Amoskeag Health

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
December 6, 2023

AMOSKEAG HEALTH

Schedule of Findings and Questioned Costs

Year Ended June 30, 2023

1. Summary of Auditor's Results

Financial Statements

Type of auditor's report issued:

Unmodified

Internal control over financial reporting:

- Material weakness(es) identified? Yes No
- Significant deficiency(ies) identified that are not considered to be material weakness(es)? Yes None reported
- Noncompliance material to financial statements noted? Yes No

Federal Awards

Internal control over major programs:

- Material weakness(es) identified? Yes No
- Significant deficiency(ies) identified that are not considered to be material weakness(es)? Yes None reported

Type of auditor's report issued on compliance for major programs:

Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?

- Yes No

Identification of major programs:

<u>Assistance Listing Number</u>	<u>Name of Federal Program or Cluster</u>
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Health Center Program Cluster

Dollar threshold used to distinguish between Type A and Type B programs:

\$750,000

Auditee qualified as low-risk auditee? Yes No

2. Financial Statement Findings

None

3. Federal Award Findings and Questioned Costs

None

Name	Board Role
Angela Peters	Director
Angella Chen-Shadeed	Director
David Crespo	Secretary
Dawn McKinney	Director
Debra (Debbie) Manning	Chair
Gail Tudor	Director
Jill Bille	Director
Madhab Gurung	Director
Obhed Giri	Vice Chair
Oreste "Rusty" Mosca	Director
Richard Elwell	Treasurer
Steve Paris	Director
Thomas Lavoie	Director
Vanessa Maradiaga	Director

Elyse O'Rourke, M.A.

Work Experience

Amoskeag Health-Memorial High School

March 2022-current

Adolescent Behavioral Health Counselor

- brief counseling, support, mentoring for adolescents
- school-based therapy sessions
- preventative care approach
- education/connection to community resources as needed
- mental health assessments, diagnosing, treatment formulation
- safety risk assessment and prevention
- psycho-education, coping skills, communication/conflict resolution training and implementation

Center for Life Management

May 2021 – March 2022

Children's ACT Clinician

- Family Systems Approach
- In-Home therapy for at risk children
- Collaboration/wrap-around care
- Clinical Documentation
- Crisis Prevention
- Family education and Training

Easterseals Residential Campus

July 2020 – May 2021

Clinician

- creation and implementation of trauma informed treatment plans
- staff training
- facilitation of treatment meetings
- individual & family therapy
- group therapy
- crisis intervention and stabilization

Autism Bridges

October 2018 – July 2020

Registered Behavior Technician

- implementation of behavior support plans individualized to client
- ABA therapy implementation 1:1 with children on the spectrum
- discrete trial training
- incidental teaching
- in-vivo and natural environment learning
- task analysis

Education

Master of [arts, clinical mental health counseling]

September, 2016 – May, 2020

Rivier University, Nashua NH

Bachelor of [arts, psychology]

September, 2009 – June, 2013

SNHU, Manchester NH

Skills & Qualities

- Building Rapport/Therapeutic Alliance
- Safety & Risk Assessments
- Patient Evaluation
- Crisis Prevention Intervention
- Program Implementation
- Experience with At-Risk Youth
- Tracking Client Progress
- Maintaining Confidentiality
- Completing Clinical Documentation Accurately and Promptly

Scott R. Schilling

Objective: To obtain a position where I can use my current professional skills to assist patients with mental health challenges find recovery.

Education:

MS in Clinical Mental Health Counseling 2013-2016
(Southern New Hampshire University) Manchester, NH

Internship: Riverbend Emergency Services/Mobile Crisis Team 2015

- Conduct mental health exams with clients in crisis.
- Collaborate with providers to establish proper disposition of patients.

Internship: Holy Family at Merrimack Valley Hospital- IOP 2014

- Facilitated substance abuse education groups.
- Presented trainings for outpatient staff.
- Performed Psychosocial assessments with patients.

Bachelor of Arts in Psychology,
(Southern New Hampshire University) Manchester, NH
GPA 3.68

Internship: Direction Behavior Health, Nashua NH 2011

- Facilitated daily check-in groups.

Experience:

Therapist: Clear Reflection Counseling, Milford NH 2021-present

- Work with clients to better manage life stressors.
- Work with both adults and children on mental health and substance use issues.

ACT Team Leader: Riverbend, Concord, NH 2016-2021

- Managed a multidisciplinary team.
- Completed intakes with incoming clients.
- Utilized EBP with therapy clients- DBT, CBT, and IMR.

Mobile Crisis Clinician: Riverbend, Concord, NH 2017-2021

- Provided crisis assessments to clients.
- Answered crisis calls from both adults and children.
- Referred clients to appropriate places depending on needs.

Case Manager II, Assertive Community Treatment Team: Riverbend, Concord, NH 2012-2016

- Collaborate with multidisciplinary teams in order to serve the SPMI population.
- Meet or exceed established benchmark on a consistent basis.
- Provide crisis intervention and follow-up as needed.
- Work independently and as a team member to provide effective, stage-wise interventions.

Residential Advocate/Assistant Supervisor: Centerpoint, Tewksbury, Massachusetts 2011- 2012

- Maintained a safe environment for adolescents.
- Contributed to treatment plans for residents.

Counselor: Direction Behavioral Health, Nashua, NH 2011

- Model healthy relationships.
- Guide adolescents in decision making.

Aviation Technician: Collateral Duty Inspector/Night Check Supervisor, United States Navy 2000- 2004

- Confirmed product readiness for airplane use.
- Supervised 8-12 peers nightly to carry out the shop's mission.

Melissa Berry

Melissa Berry, LICSW



Experience

Amoskeag Health / Behavioral Health Counselor, Adolescent Preventive Services Program

FEBRUARY 2018 - PRESENT, Manchester, NH

- Provide individual counseling services to adolescents and teenagers at local high schools, through Amoskeag Health's community partnership with the Manchester School District
- Engage in mental health assessments, to create and implement treatment plans for students
- Collaborate with families, school staff, school administrators, and clinic staff to coordinate care for students

Amoskeag Health / MSW Intern - Behavioral Health Counselor (clinical rotation)

AUGUST 2017 - DECEMBER 2017, Manchester, NH

- Provided individual counseling services to children and appropriate supports for families
- Created and implemented treatment plans for clients
- Collaborated with a team of pediatricians, case managers, and behavioral health counselors to provide immediate and follow-up behavioral health support for children and families during regular office visits in a clinic setting
- Assisted in facilitating the SHINE group program for high-school students

Southern NH Services - Head Start / MSW Intern - Social Work

MAY 2016 - DECEMBER 2016, Manchester, NH

- Supported three preschool-age children within the classroom setting. Assessed individual children and identified areas of need to assist with the child's functioning in the classroom
- Created and implemented treatment plans for the clients
- Collaborated with families regarding goals to work on, as well as outside services which could be beneficial to the child and/or family
- Organized and facilitated social skills groups, which included smaller groups as well as whole-class group

- Collaborated with team members (LICSW supervisor, center director, classroom teacher, behavioral support coach, etc.) to best support the child's needs

Speech Therapy Solutions / Office Manager

OCTOBER 2010 - AUGUST 2017, Salem, NH

- Implemented electronic medical records system and internal billing system
- Collaborated with therapists and families on scheduling, services needed, insurance authorizations, documentation, and other needs
- Managed and oversaw daily tasks for a small office which included five therapists
- Developed internal processes to streamline client intakes, insurance billing and authorizations, and patient invoicing

Education

University of New England / Masters of Social Work

SEPTEMBER 2013 - DECEMBER 2017, Online campus, Biddeford, ME

Emerson College / Bachelor of Science

SEPTEMBER 1998 - AUGUST 2022, Boston, MA

Madeline Simpson

EDUCATION

Southern New Hampshire University

Master's in Clinical Mental Health Counseling

- GPA: 4.0

Online

May 2022

Southern New Hampshire University

Bachelor of Arts in Psychology

Concentration: Mental Health

- GPA: 3.9, President's List (2016-2019)

Manchester, NH

May 2019

RELEVANT EXPERIENCE

Cambridge Eating Disorder Center

Intern Case Manager

Concord, NH

January-May 2022

- Managed with a caseload of adolescent and young adult clients diagnosed with eating disorders
- Met weekly with each client to work on emotion management, stress reduction, coping strategies, and reduction of eating disorder behaviors
- Performed biopsychosocial assessments on clients seeking treatment for eating disorders, including the Columbia Suicide scale, Adverse Childhood Experiences scale, and developmental assessments
- Reviewed daily check-ins, mood monitors, and provided meal coaching and crisis intervention for clients
- Successfully built rapport with and aided clients in recovery, resulting in measurable outcomes such as reduced behaviors, weight restoration, lowered stress, and discharge from the program
- Facilitated a variety of groups in both the intensive outpatient program and partial hospitalization programs, including skills-based groups, dialectical behavior therapy groups, and psychotherapy
- Collaborated with outpatient providers and met with coworkers weekly to discuss client needs

Center for Eating Disorder Management

Intern Counselor

Bedford, NH

October-December 2021

- Performed daily mental status exams for clients in the intensive outpatient program, involving checks for behaviors, urges, and daily food recall
- Led groups in the intensive outpatient program, including meditations, skill-based groups, and dialectical behavior therapy groups
- Recorded daily notes for each group, tracking client participation, noticeable behaviors, and any other relevant information to be compiled into SOAP notes

VOLUNTEER EXPERIENCE

Girls Inc.

Volunteer

Manchester, NH

September-December 2016/March-April 2018

- Led activities and groups with 8-15 at-risk children, ranging from 5 to 15 years old, guiding them in the programs throughout the afternoon
- Experience with conflict resolution, time management skills with group participants, and assisted with task orientation
- Focus on creating trusting and respectful relationships with the children

- Coordinate with other volunteers/employees in order to create a healthy and happy environment for the children

Highland Goffs-Falls Elementary School

Manchester, NH

Volunteer/Intern

January-April 2018

- Shadowed a paraprofessional with a therapy dog to complete 60 hour internship
- Observed the interactions between the emotional/behavioral needs students and the dog, as well as the interactions between the children and between the children and paraprofessionals
- Interacted with 5-10 children each day, including classrooms of children on the Autism Spectrum
- Developed and practiced communication and interpersonal skills with the emotional/behavioral needs students

Hole in the Wall Gang Camp

Ashford, Connecticut

Volunteer

July 2019, 2020, 2021, 2022

- Interacted with and supervised groups of children with terminal, chronic, or other medical conditions, ranging from 5-15 years old
- Monitored the children's health and well-being, making sure that they protocol was followed and the children were safe throughout the week
- Communicated with other counselors/volunteers to create a comfortable and collaborative environment
- Assisted in two to three activities per day

Lauren A. Lisembee, MA

Objective

As the new school-based Adolescent Behavioral Clinician at Amoskeag Health, I will facilitate a restorative environment wherein I wholeheartedly provide a compassionate holding space for the students, their families, educators and staff. My critical goals are establishing healthy relationships with students and families by providing trauma-informed interactions including: nonjudgmental listening, acceptance, culturally competent mental health support and unconditional positive regard. I will utilize my resources as a Dance/movement therapist (DMT) to offer movement-based interventions to promote integrated healing. My prominent strengths show up in my ability to connect and build rapport in one-on-one relationships, small groups and communicating among multidisciplinary teams.

Education

2013-2016	Antioch University New England	Keene, NH
M.A. Dance/Movement Therapy (DMT) & M.A. in Clinical Mental Health Counseling		
License Eligible		
2008-2012	University of Houston	Houston, TX
B.A. Communication Sciences & Disorders (i.e. Speech Therapy)		
Minors: Public Health, Dance & Non-Profit Leadership/Management		

Other Experience

2016-2021	Domestic Engineer	Manchester, NH
2012-2022	Written On Your Heart	Houston, TX Keene, NH

Founder/Director

I founded this multi-state non-profit organization and carried out the mission and vision "To engage communities in supporting survivorship" by raising awareness of human trafficking in our communities by planning and hosting card-making events. I presented on the topic of human trafficking at these community events that supported local business. With the support from the Board of Directors, volunteers and community partners, we shipped 500-1,000 cards and letters of encouragement monthly to survivors of human trafficking at 21 safe house partner organizations in 10+ states.

Clinical Experience

8/2021-Present	Saint Benedict Academy [Employed by FEDCO]	Manchester, NH
School Counselor		
<ul style="list-style-type: none"> Funded by a grant through FEDCO/FACTS/Nelnet to provide on-site counseling and mental health services to students at Saint Benedict Academy during the school year of 2021-2022. Offered drop-in trauma-informed, mental health sessions for individual students during the school day. Offered bi-weekly and monthly in-classroom counseling groups to every grade in the school from Prek-6th grades. These groups included mental health counseling, guidance lessons and integrated expressive art therapy interventions. Provided proactive, ongoing, direct communication and support to the teachers, staff and administration. On average, provided mental health services to 16-37 students per day and 62 students per week working part-time. 		
1/2017-5/2017	Nini Bambini Maternal Wellness & Boutique	Bedford, NH
Contracted Expressive Music & Movement Group Facilitator (Infants/Toddlers)		
<ul style="list-style-type: none"> Planned and led weekly music and movement groups with infants and toddlers along with their caregivers. 		
8/2015-12/2016	Concord Community Music School (CCMS)	Concord, NH
Dance/Movement Therapist Intern		
<ul style="list-style-type: none"> Co-led and led 20-25 expressive art therapy groups per week (integrated music, art, dance/movement and talk/verbal therapy interventions) under supervision of a Dance/Movement Therapist Population included children from 0-18 years old and caregivers including parents, extended family members, educators Lead groups onsite at CCMS and offsite across the state of NH contracted to sites labeled as low-income including daycares, public elementary schools, Head Start preschools, & 1 high school 		

9/2014-6/2015 Families In Transition [at Family Place Therapeutic Pre-School] Manchester, NH

Clinical Counseling Intern

- Provided therapeutic support in the Head Start pre-school classroom setting alongside children, parents, educators, etc.
- Led therapeutic parent groups for adults with substance abuse disorders implementing expressive art therapy interventions & teaching the Positive Parenting Solutions Curriculum.
- Led family interventions including reunification therapy sessions with a focus on trauma-informed care & repairing attachments under supervision of a CMHC and LDAC.

2

1/2014-5/2014 Antioch University New England Keene, NH

Student Practicum

Co-led and led expressive movement groups with infants, toddlers and caregivers during a weekly session held on-campus under supervision of a DMT.

8/2013-12/2013 New Hope New Horizons Keene, NH

Student Practicum

Led and co-led a dance/movement therapy group, serving 15-25 adult clients with developmental disabilities under supervision of a DMT and CMHC.

5/2012-7/2013 The Parish School, Inc. Houston, TX

Paraprofessional Educator & Speech-Therapy Assistant

- Assisted lead teachers and/or Speech-Language Pathologists in a classroom setting with classroom management, teaching, planning, and behavioral modification for children with learning and language differences (ex: autism spectrum disorders, ADD, ADHD, speech and language delays and disorders) ranging from Pre-K to 5th grade.

2012-2012 Houston Aphasia Recovery Center Houston, TX

Volunteer Group Facilitator

- Facilitated conversation groups of 5-10 adult clients with aphasia (post-stroke) by supporting communication between clients and family members with visual supports and other communicative tools.
- Guided/supported clients in group activities (i.e. music, pet therapy, crafts, games, computer lab, meals, etc.).

8/2011-5/2012 Agape Development Ministries Houston, TX

Community Outreach & Development Intern

- Conducted pre-survey research, developed the Community Voice Survey and conducted it (door to door).
- Collected, Analyzed, summarized and presented the survey results.
- Over 200 surveys were collected from the concentrated geographic area requested.

2010-2013 Dia de la Mujer Latina, Inc. Manvel, TX

Community Health Worker Instructor (CHW-I)

- Living La Vida Healthier Program Instructor: Developed curriculum, scheduled classes and taught teens in the community about special health topics and disaster preparedness.
- Assisted in planning, organizing and carrying out community health fairs.

Certifications, Honors & Awards

Certified Non-Profit Professional (CNP); President's Leadership Award Campus Compact New-Hampshire (2015); The Antioch University New England Presidential Merit Scholarship (2013-2015); Secretary of the Region VI Health Equity Council National Partnership for Action to End Health Disparities (2012-2013); Presidential Volunteer Service Award (2011); University of Houston Academic Scholarship (2008-2012); The Susan Flanakin American Humanics Scholarship (2012); The Gary Nichols Scholarship for Service and Leadership (2012)

Affiliations

NH Human Trafficking Collaborative Taskforce (2016-Present) Concord, NH
ACA (American Counseling Association)
ADTA (American Dance Therapy Association)



Christina M. Miller, MS, LCMHC

EDUCATION:

MASTERS OF SCIENCE: Community Mental Health/Mental Health Counseling
Southern New Hampshire University Manchester, New Hampshire

BACHELOR OF ARTS: Psychology
Keene State College Keene, New Hampshire

ASSOCIATES OF SCIENCE: Chemical Dependency
Keene State College Keene, New Hampshire

LICENSE

Licensed Clinical Mental Health Counselor
License number-1244 New Hampshire

WORK EXPERIENCE:

AMOSKEAG HEALTH... *Adolescent Behavioral Health Counselor/Manager of Community Behavioral Health
Adolescent Preventive Services Program* Manchester, New Hampshire
September 2013-Present

This position includes two main components; the supervision of ten Master level school programming staff and providing individual counseling services to youth involved in programming. Working in collaboration with the Manchester School District, providing counseling and preventive health services to at-risk adolescents in middle and high schools. Creating opportunities to increase protective factors in adolescents' lives, while reducing barriers to their success.

CHILD & FAMILY SERVICES... *Case Coordinator
Transitional Living Program* Manchester, New Hampshire
April 2004-January 2014

Worked with former homeless youth between the ages of eighteen and twenty-two in a shared living setting, provided extensive life-skills training/education in order to foster self-sufficiency and to reduce the risk of future homelessness. Provided weekly individual counseling, case management, and facilitated educational groups on a variety of topics. Maintained daily contact with clients, created treatment plans, coordinated multiple services with other agencies and individuals, and supervised resident assistants.

CHILD & FAMILY SERVICES... *Case Manager/Tracker
Integrated Home-Based Services* Manchester, New Hampshire
July 2002-April 2004

As a Case Manager, worked with families/foster parents and their children provided family counseling sessions, treatment planning, and connected families to their community resources. As an Adolescent Tracker, I worked closely with adjudicated youth at school, home, and in their communities. Responsible for setting curfews, drug testing, and individual/family counseling.

GEYSEL LOPEZ

OBJECTIVE

To continue gaining experiences in the Social Work Field, in order to obtain a position that will allow me to learn, gain skills, and also be able to provide my years of experience while building upon my strong commitment to serving the needs and disadvantages of the population in need.

EDUCATION/CERTIFICATES

Master in Social Work

Simmons University

Attended: May, 2019- December 2021

Bachelor of Human Services w/co Child and families Services

Southern N.H University

Concentration in Child and Family Services

Dates attended: March 2015 – March 2019

Certified Medical Interpreter- 2012

Certified Marketplace Counselor- 09/2016

Diversity and Cultural Competency in Health Care Certificate – 2016

SKILLS PROFILE

- Excellent communication skills – both written and oral
- Bilingual
- Certified Interpreter
- Certified Application Assister
- Certified Marketplace Application Counselor
- Exceptional interpersonal skills with both coworkers, parents, and customers
- Superb administration, organizational and problem-solving skills
- Proficient in several software applications, including Microsoft Office
- Health Educator
- Ability to adjust to constantly changing workloads
- Strong command over verbal and written English and Spanish language

- Attention to details and work efficiently with minimum supervision.
- Translated curriculum power point presentation and documents into Spanish

RELEVANT EXPERIENCE

- Assessing individual and community needs
- Knowledge of community resources
- Advocate for health-related issues
- Prepare and distribute health education materials, including reports, posters
- Answers and screens inquiry call and emails from prospective clients
- Strong telephone management, organization, and prioritization skills.
- Ability to direct requests and unresolved issues to the designated resource
- Knowledge of medical terminology
- Educate young girls about healthy decision making
- Helping consumers prepare electronic and paper applications to establish eligibility and enroll in coverage through the Marketplace and potentially qualify for an insurance affordability program.
- Researches and follow up on all correspondence associated with assigned accounts and documentation letters, and generate correspondence requesting required information, when necessary
- Complete new Medicaid applications and re-certifications
- Financial Verification's for new admissions
- Responsible for completing initial psycho-social assessment with all families served by Amoskeag Health
- Responsible for developing a care plan for individual families addressing family risks and priority needs using a family strength-based approach.
- Provides crisis services as needed in a primary care pediatric setting
- Assist families in applying for services such as DHHS, child support, housing, fuel assistance, guardianship, domestic violence petitions
- Experience developing case plans and documentation
- Identify community resources and services that could possibly benefit clients

Amoskeag Health

12/1/2012 — Present

- Behavioral Health Community Counselor
- Youth Enrichment Program Coordinator
- Case Manager
- Intake Representative

- New Patient Representative
- Medicaid Application Asslster
- Market Place Counselor
- Health Facilitator for Shine Program (Girls Program)
- Health Facilitator for R.T.R. (Boys program)
- Receptionist

Behavioral Health Counselor- Youth Enrichment Program Coordinator 03/2021- Present

- Provide group behavioral health support at youth serving organizations.
- Participate in efforts to explore data sharing with identified partners.
- Provide comprehensive assessment, consultation, diagnosis, brief intervention of psychological/psychiatric problems and/or disorders.
- Provide effective treatment planning and assisting clients in successfully achieving goals including information and referral, advocacy and case management.
- Evaluate crisis situations and apply appropriate interventions.
- Assist in the detection of "at risk" patients and development of plans to prevent further psychological or physical deterioration.
- Works collaboratively with primary providers and other involved clinical staff to develop and implement care plans for patients.
- Short-term counselling.
- Maintain accurate, timely documentation in the client's medical record of all client contacts, case planning and the client's plan of care.
- Provide clinical behavioral health services to individual youth and to groups served by GUW YEP partnering agencies in community settings.
- Sensitivity to cultural diversity of population being served. Maintains client age-related competencies.

Case Manager 03/2018- 09/ 2020

- Determines clients' requirements by completing intake interviews, psycho-social assessment, and plan of care for each individual family.
- Monitors cases by verifying clients' attendance; observing and evaluating treatments and responses; advocating for needed services and entitlements; obtaining additional resources; crises intervention; providing personal support.
- Provides frequent reassessments and evaluations of patient care received
- Serves as an advocate for the patient within the health care system, as well as with outside agencies such as insurance companies and other payers.
- Coordinates the patients ongoing care in conjunction with outside agencies as needed
- Ensures the ethical and legal issues related to patient care delivery are addressed and that care is provided appropriately

- Works closely with or within managed care organizations
- Maintaining accurate, up-to-date case information
- Provide patient and family education
- Makes sure that the process in organizing, securing, integrating, and modifying the resources necessary to accomplish the goals set forth in the case management plan
- Delivers healthcare services to patients and families or caregivers over the telephone or through correspondence, fax, e-mail, or other forms of electronic transfer.
- Review services to ensure that they are medically necessary, provided in the most appropriate care setting, and at or above quality standards
- Attend relevant trainings, workshops and seminars
- Assist families in applying for services such as DHHS, child support, housing, fuel assistance, guardianship, domestic violence petitions
- Assist families with immigration issues or referrals to appropriate organizations
- Assist in families with domestic violence issues (filling DVP orders, support during court hearings, housing concerns, makes safety plan)

Luisa's Italian Pizzeria

01/02/1996- 2018

- Open and Closing duties
- Keeping the restaurant in compliance with health codes, etc.
- Managing customer relations
- Enforce sanitary practices for food handling, general cleanliness, and maintenance
 - Of kitchen and dining areas. Ensure compliance with operational standards,
- company policies, federal/state/local laws, and ordinances
 - Oversee and manage all areas of the restaurant and make final decisions on
 - matters of importance to guest service
- In charge of managing 10-12 employee
- Counting all money in the registers, safe and making deposits at end of shift

Family Justice Center / Case Manager

09/2017 - 05/2018

- Coordinate and manage client flow and information;
- Assess clients' safety and needs; Determine client needs
- Assist in determining next steps for clients' visit to the Family Justice Center
- Work with on-site partners to schedule client appointments;
- Answer telephones and respond to service inquiries;

- Provide information, referrals and advocacy on the phone and in person
- Link the client to on- and off-site partners
- Attend relevant trainings, workshops and seminars
- Maintain cooperative working relationships with other service providers
- Perform other duties as assigned.
- Worked closely with Domestic Violence Partners (NHLA)
- Assisted clients in getting information in timely manner for DVP case or for other agencies
- Develop relationships with families who are homeless and facing issues such as mental illness, substance abuse, physical disability, history of trauma and/or domestic violence, and poverty
- Assists in the filing of protection orders
- Assist families in applying for services such as DHHS, child support, housing, fuel assistance, guardianship, domestic violence petitions

Jim L. Olsen

Summary

Mental Health Counselor with experience in multiple settings including a community clinic serving a diverse population, a school-based program and a college counseling center. Clinical experience supporting children, adolescents & adults using a strength-based approach and by fostering a strong therapeutic alliance. Previous experience empowering students as a middle/high school teacher.

Experience

Behavioral Health Services North (BHSN)
Clinical Intern (December 2021 – Present)

January 2021 - Present
Morrisonville, NY

- Providing psychotherapy at an outpatient community clinic and at a school-based program
- Modalities include Cognitive-Behavioral Therapy (CBT), Dialectical behavior therapy (DBT) and Interpersonal Process Therapy among other evidence-based practices
- Populations include children, adolescents, adult, family, LGBTQIA+ community, Veterans
- Services range from intake & assessments to treatment & discharge planning all with timely documentation
- Client concerns range from Mood Disorders to Trauma and Co-Occurring Disorders
- Therapy grounded in a multicultural perspective, is trauma-informed and contains a Humanistic approach
- Clients consistently gave high marks on the Session Rating Scale (SRS)

Rehabilitation Practitioner (August 2021 – April 2022)

- Provided individual psychosocial & peer rehabilitation services in order to facilitate developmental functionality through skill-building while assisting clients come up with and create their own goals.
- Developed, provided, & documented service plans, progress notes, & safety plans.

Care Coordinator (January 2021 – August 2021)

- Connected clients to a wide range of community services & resources including housing, financial & legal assistance, Supplemental Nutrition Assistance Program (SNAP) benefits, health insurance among others.

SUNY Research Foundation
Mental Health Assistant

January 2021 – May 2021
Plattsburgh, NY

- Developed rapport and actively listened to students with a wide range of issues – using a Person-Centered and strengths-based approach in supporting and empowering students to work through their problems whether academic, social, or personal.

People USA
Certified Peer Specialist

June 2019 – August 2020
Poughkeepsie, NY

- Served as a peer companion at the Rose House, a home-like alternative to using a psychiatric emergency room or inpatient service, empathetically listened and empowered guests to take an active role in their recovery by providing individualized and comprehensive support.
- Modeled and utilized trauma-informed techniques and tools, helped guests set goals, engaged in community events and provided telephone support to peers through the 24/7 warm line.

Experience (continued)

The Lab School of Washington
High School Math Teacher

August 2015 – June 2017
Washington, DC

- Awarded the Lehman Fellowship to travel to several museums in Italy and explore the convergence between Leonardo da Vinci's art and mathematics – students then created a year-long project based on the math concepts, the history behind the subject and the art related to the equations and theorems coupled with research and writing.

District of Columbia Public Schools (DCPS)
High School Math Teacher & Grade Level Advisor

August 2011 – June 2015
Washington, DC

- Taught a range of mathematical subjects, including: algebra, trigonometry, and precalculus, to a group of 115 – 120 students at a Title I school with 99% of the student population participating in free and reduced-price lunch programs.
- Prepared the junior and senior classes for post-graduation education by facilitating SAT/ACT prep lessons while also coordinating fundraisers and assisting the student government as Grade Level Advisor.

U.S. Department of the Treasury
Economist, Statistics of Income Division

January 2009 – June 2011
Washington, DC

- Spearheaded the Integrated Business Dataset project, which combines data to examine changes in business composition over time, collaborated with multiple departments in finalizing the research.
- Consistently rated "Exceeds Fully Successful" on performance evaluations and subsequently promoted twice.

Center for Strategic & International Studies (CSIS)
Research Intern

August 2007 – September 2008
Washington, DC

- Collaborated with the Global Strategy Institute and led a group of five interns in developing a report, which included case studies on topics including India's pharmaceutical patent laws.
- Successfully completed the Abshire-Inamori Leadership Academy, which included addressing a number of public policy topics in the Debate & Argumentation Clinic.

Education

State University of New York at Plattsburgh
Master of Science in Clinical Mental Health Counseling

August 2020 – Present
Plattsburgh, NY

DC Teaching Fellows
Summer 2011 Fellow

June 2011 – August 2011
Washington, DC

Bowling Green State University
Master of Arts in Economics

August 2006 – August 2007
Bowling Green, OH

University of New Hampshire
Bachelor of Science in Interdisciplinary Mathematics & Economics

September 2000 – May 2004
Durham, NH

Hobbies & Interests

- Running – training for a marathon, reading – life-long learner, meditating, traveled to 20 countries
- Nature, parks, road trips, thrifting, dancing, soccer, ice skating, coffee

SAMJHANA SHRESTHA

Professional Profile

“Can do” attitude kind of a person with a great motive of providing customer service to customers. I am an energetic and enthusiastic person and enjoy working on my own initiative or in a team. In short, I am reliable, trustworthy and will represent your company in a positive manner.

Education

- High school graduate in Management - Public Youth College, NEPAL 2003

Work Experience

1. **Reliable Nepal Life Insurance Ltd**
Tahachal, Kathmandu, Nepal
Oct 2017- Dec 2022
Designation: Branch Manager

Key Responsibilities

- Provide team with full admin support.
- Accurately deal with telephone enquiries.
- Handling insurance claims.
- Make community connection and help them utilize our resource.
- Quality, governance and administration for staff member (e.g. supervision, training).

Successfully our branch became highest policy selling among all the branches in Nepal.

2. Market Basket

539 Donald St, Bedford, NH

Mar 2023 – Till date

Designation: Cashier

Key Responsibilities

- Manage transaction with customer using cash registers.
- Handle merchandise returns and exchange
- Resolve customer complaints, guide them and provide relevant information

3. Bunny's Superette

75 Webster St, Manchester, NH

May 2023 -Till date

Designation- Cashier

Key Responsibilities

- Cash handling
- Strong product knowledge and understanding of customers.
- Performing all checkout procedures quickly and accurately each time
- Processing credit card, debit card, cash, gift card and tickets

Core Skills

- Customer focused,
- Self- motivated and a fast learner,
- Team Management,
- Time Management
- Efficient liaison with clients/customers,
- Multilingual (English, Nepali, Hindi)



Matt Augeri



Business and IT professional with years of experience in quality improvement, data analytics/informatics, revenue cycle management, project management, grant writing, budget and business plan preparation, revenue projection, and more. I enjoy using my analytical skills to understand how health agencies can use existing resources to implement better health outcomes for patients. I especially enjoy collaborating with clinical teams who care for underserved communities.

As a successful, independent business owner, I bring unique and meaningful business acumen with a high success level in setting and achieving goals and objectives.

Education:

- Bachelor of Science, Computer Science, Franklin Pierce University, 1993
- Certificate, Building High Performance Teams, Boston University, 2001
- Certificate, Total Quality Management, Work Systems Associates, 2000
- Introduction to SQL (UNH)
- The Data Science of Health Informatics (Johns Hopkins)

Skills/Knowledge Base:

Grant writing, Project Management, Detail Oriented, analytics/informatics, communication, management, technical writing, creating and communicating effective presentations to all levels of an organization, medical terminology, procedure and diagnosis codes, health claims data, audit support, highly effective at working with multi-disciplinary team members in different geographic regions, knowledge of many tools to accomplish team objectives; Highly competent with Microsoft Office, SAP Business Objects Web Intelligence, Smartsheet, GE Centricity and Athena Electronic Health Record systems, multiple report writing tools, knowledgeable of and sensitive to the needs of demographically diverse populations. Always willing to go beyond my defined job role to jump in and assist where needed.

Experience:

2019 – Present: Health Information Systems Analyst, Health Care for the Homeless, CMC

Assisted with research, preparation, and submission of grant applications valued over \$12 million

- Responsible for Uniform Data System (UDS) statistics and report submissions to the Health Resources and Services Administration (HRSA) through the Bureau of Primary Health Care (BPHC)

- Provide monthly, quarterly, and annual analytical reports, graphs and projections to the Health Care for the Homeless Board of Directors and Catholic Medical Center leadership
- Worked closely with Health Care for the Homeless (HCH) medical director, clinical staff, and QI coordinator to develop and metric reports
- Active member of the National Health Care for the Homeless Council Review Committee
- Contributing member of Community Health Access Network.IT and Reporting committees
- Participated in several Electronic Health System conversion committees with internal staff and external contracted agencies on the topics of request for proposal (RFP) requirements, evaluation of EHR products, data migration mapping and testing, revenue cycle, IT and clinical requirements, reporting, and EHR system conversion and implementation.
- Created and contributed to workflows, goals, and measurement metrics for Patient Centered Medical Home (PCMH) recognition, developed a Patient Risk Stratification Model
- Utilized various tools (MS Excel, Access, Athena Health Visualizations, and SAP Web Intelligence) to build data tables, cross-reference data fields, and provide numerous analyses and reports for HCH, CMC, Breast and Cervical Care Program, partner agencies, and the Health Resources and Services Administration (HRSA)
- Assisted in development of Key Performance Indicators (KPIs) for the Health Care for the Homeless program, including third party (carrier) revenue, visit statistics, claim denial rates, aging by carrier, patient satisfaction, cost, per patient, cost per visit, and more
- Sponsored and assisted master's candidates at Harvard University, UNH, and Southern NH University on studies pertaining to HCH demographics, costs associated with the care of underserved communities, ED visits, cancer screenings, and more
- Designed, built, and maintained a Medication Inventory Control system per Joint Commission standards. Received Joint Commission compliments during site audits for same.
- Developed and maintained a deposit tracking system to track and reconcile carrier and patient payments, store scanned check images, store explanation of benefit statements (EOBs), and report on summarized and detailed revenues. This system also kept track of claim denial reasons and provided data for future revenue projections.
- Created/maintained a dental procedure system to store/report on services provided by contracted dental health professionals for the purpose of federal UDS reporting.
- Designed and maintained a library at HCH to help our staff stay current on local, state, regional, national, and international issues pertaining to our mission (books, PDFs, audio clips, news stories, demographic statistics, etc.)

Jan 2015 – 2018: Program Assistant, Health Care for the Homeless, CMC

- Reviewed, processed, and sent claims to various insurance carriers
- Posted remittances, Adjusted Claims
- Assisted clients with Medicaid and Marketplace applications
- Created Deposits Tracking Database to streamline payment reconciliation

2005-2015: Owner, Matt's Landscaping Service

- Created and executed business plan
- Sourced clientele and established strong client relationships. Clients were loyal to the end – when I decided to return to the corporate environment.
- Exceeded growth target (number of customers) in first year of business
- Designed and implemented marketing plan
- Hired and managed independent contractors
- Managed all customer relationships, budgets, billing, bookkeeping, legal and insurance matters, marketing, equipment, taxes, and more
- Orchestrated small and large-scale projects

2003-2005: Landscaping Contractor, DIPrima Associates

- Coordinated projects, equipment and ensured customer satisfaction

2001-2003: Information Systems Contractor

(RSA Security, Compaq Computer, Elliot Hospital)

- Assisted on small and long-term local and national IT projects

1990-2001: Systems Manager, Suntory Water Group, Belmont Springs Water

- Responsible for all system operations, maintenance, purchasing, budgets, etc.
- Managed daily, weekly, and month-end procedures, employees, and contractors

1989-1990: Data Systems Technician, Biogen Research

- Responsible for installing and repairing pc's, terminals, network wiring, servers, etc.
- Assisted with network installations, repairs, and new facilities

2010-present: Owner, Cozy Pond Camping Resort, Webster, NH

- Along with partners, created and executed a business plan to include 200 sites
- Assisted with legal, business, marketing, insurance, tax, zoning, construction, employee and customer issues

Stephanie Savard, MSW, LICSW

Education:

- Masters in Social Work, Boston University, 1996.
- Bachelor of Arts – Honors in Psychology, Keene State College, 1992.
- Associate of Science in Chemical Dependency, Keene State College, 1992.

Licensure and Certification:

- New Hampshire Licensed Independent Clinical Social Worker, #941, 2000 - Present.
- Boston University Trauma Certificate Program, 2006.
- Low Income Housing Tax Credit Certified Credit Compliance Professional (C3P), 2000.

Awards & Honors:

- Social Worker of the Year, National Association of Social Workers – New Hampshire Chapter, 2021.
- Leadership New Hampshire, 2021.
- Treatment Provider of the Year, NH Providers Association, 2016.
- T. Fox Memorial Treatment Scholarship – Recognized for Work in Substance Use Field, New Futures, 2013.
- Leadership Greater Manchester, Greater Manchester Chamber of Commerce, 2011.
- “40 Under 40” Leaders of New Hampshire, Union Leader and Business Industry Association, 2004.

Professional Experience:

Chief External Relations Officer, Families in Transition, Manchester NH, September 2020-Present.

Responsible for building relationships within key communities in the state resulting in quality partnerships to support the mission of the organization. This position provides the overall strategic direction for the agency's external relationships, including outreach and engagement with federal, state, and local government officials, community leaders and key stakeholders. Responsibility for maintaining favorable public perceptions of the organization in communities by creating positive public awareness, understanding and support for the agency's initiatives and mission, and effectively managing the organization's reputation. Provides oversight of Marketing and Communications Department. This position advocates, educates, and raises awareness to the issue of homelessness and its related issues throughout the state.

Director, NH Coalition to End Homelessness, Manchester, NH, September 2020 – Present.

Oversight of the private, non-profit organization under the organizational umbrella of Families in Transition with the mission of providing homelessness research, education, and advocacy in New Hampshire. This position is responsible for strategic implementation of the mission and annual strategic goals, budget management, collaboration with Board of Directors, donor relations, and facilitating state-wide collaboration among homelessness service providers and coalitions. Responsibilities include the development and distribution of the State of Homelessness Annual Report, educational community presentations on homelessness, collaboration with universities and colleges for the development of research on homelessness and other related social problems, and advocacy at a state and federal level. This position includes representation on various Governor Commission's and Councils.

Adjunct Lecturer, Saint Anselm College, Manchester, NH, 2022.

Provision of Social Services course as part of the Sociology/Social Work Department. Responsible for curriculum development, lectures, grading, and student support for optimal educational success.

Interim Executive Leader, Families in Transition-New Horizons, Manchester, NH, October 2019 – June 2020.

Collaborative oversight and management of non-profit organization with Chief Financial Officer and Chief Strategy Officer during agency search for new President. Responsible for fiscal decision-making, agency oversight, collaboration with Board of Directors, implementation of organizational strategic plan, agency media representative, and ensuring effective execution and alignment with agency mission. Position included the management of the 170+ staffed organization during the COVID-19 pandemic immediate crisis response across agency programs to ensure safety for staff and clients and continuity of shelter, services, and housing.

Chief Operating Officer, Families in Transition, Manchester, NH, December 1996 – August 2020.

Oversight of agency operations for a non-profit homeless supportive housing and specialty program provider with a \$14 million-dollar budget, over \$32 million in assets and more than 225 units of housing; programs provided across the continuum of care from emergency, transitional, permanent supportive and affordable housing. Responsibilities included ensuring seamless systems, fiscal responsibility, quality control and best practices across departments. Position required oversight of development, revision and adherence to agency policy and procedures.

- Responsible for program development and implementation:
 - Responsible for merger implementation between Families in Transition and New Horizons of New Hampshire. Oversight of staff, operations, policy development and implementation of collaboration across departments, 2018.
 - Management leader in support of agency's receivership of Serenity Place Substance Use Treatment Center. Provided collaborative management leadership in transition of 11 treatment programs to community organizations to ensure program sustainability, ensure client have seamless treatment, and support in ensuring 50+ personnel obtained new employment opportunities during transition, 2018.
 - Designed and developed Family Place Shelter and Resource Center providing family emergency housing and family-centered resource center for families experiencing homelessness in Manchester; program included collaboration with community partners to provide health clinic, employment services, nutrition and meal program, 2016. Responsible for implementation of acquisition of private non-profit Manchester Emergency Housing, 2013.
 - Designed and developed gender specific substance use treatment center specializing in co-occurring disorders and trauma with intensive outpatient program and outpatient services; 2008. Program recognized as the Treatment Provider of the Year by the NH Alcohol and Other Drug Providers Association, 2013.
 - Designed and developed innovative therapeutic pre-school for children experiencing homelessness providing strength based, trauma-informed and family focused education/therapeutic services, 2011.
- Collaborate with Board of Directors and Executive Management Team in non-profit development and program growth. Assisted with non-profit merger of NH Coalition to End Homelessness.
- Provide clinical and administrative supervision for Vice-President, Clinical & Supportive Services and Program Managers.
- Collaborate with Executive and Senior Management team in daily operations including financial decisions, program and housing development and human resources. Assume responsibilities and decision-making for agency in the absence of the President in collaboration with Chief Financial Officer. Collaborate with President, Board of Directors and Senior Management team on strategic planning, implementation, and outcomes oversight.
- Responsible for oversight of the agency Joint Loss Management/Safety Committee ensuring health and safety of staff, participants, and customers across departments.

Family Service Worker/Counselor, NFI Midway Residential Shelter, Manchester, NH, 1993 – 1996.

- Provided support and treatment planning with families of children in judicial system. Conducted family assessments and counseling at short-term residential facility.
- Supervised 15 adolescent males utilizing behavior management techniques.
- Managed all shifts, development, and facilitation of summer activity program.

Clinical Social Worker Internships: CASPAR Emergency Service Center, Cambridge, MA, 1995-1996; WorkSource of Work, Inc., Quincy, MA, 1995-1996.

Volunteer in Service to America (VISTA), Center for Human Services, Seattle, WA, 1992- 1993.

- Developed and supervised volunteer program, assisted in agency fundraising and grant writing, designed marketing materials, assisted in coordinating Board of Directors, and chaired Board committees.

Professional Expertise and Trainer Experience:

- Confident public speaker and community collaborator through active participation in multiple community groups, coalitions, and associations.
- "A House is not a Home: Homelessness and Racial Justice", University of NH School of Social Work

Conference, 2021.

- “Breaking the Cycle of Addiction with Family-Centered Approaches”, Conference Workshop, NH National Association of Social Workers New Hampshire Chapter Conference, 2018.
- Brazelton Touchpoints Community Trainer, NH Brazelton Touchpoints Site, FIT, 2011 – 2017.
- “Celebrating Success – The Switch to Medicaid Funding” National Conference Workshop, CSH Supportive Housing Summit, Denver CO, 2017.
- “Roads to Recovery”, Panel Member; NH Public TV, 2017.
- “Providing Family and Child Centered Services within the Shelter Environment”, National Conference Workshop, Institute for Children, Poverty and Homelessness, Beyond Housing: A National Conversation on Child Homelessness and Poverty Conference, NYC, 2016.
- “Understanding Trauma & Homelessness among Children & Families” Conference Workshop, NAMI New Hampshire Mental Health & Schools State Conference, 2015; State of NH Bureau of Housing and Homelessness NH Providers Conference, 2015
- “Raising Voices: Strategies for Engaging Homeless & Formerly Homeless People in Local and National Advocacy Efforts”, National Conference Workshop, Institute for Children, Poverty and Homelessness, Beyond Housing: A National Conversation on Child Homelessness and Poverty Conference, NYC, 2014.
- “Avoiding Third Degree Burns: A Professional First Aid Kit for Preventing Burnout”, Conference Workshop, New Hampshire Division of Children, Youth and Families State-wide Conference, 2014; State of NH Bureau of Housing and Homelessness NH Homeless Provider Conference; 2013
- “Helping Parents Be Parents: Addressing Substance Use and Trauma in a Family System” Conference Workshop, NH Infant Mental Health Conference, 2013.
- “Dealing with Difficult Conversations” Training, NH Volunteerism Conference Workshop, 2016; Families in Transition VISTA Program, 2011 - 2019.
- “Relational-Cultural Model with People Experiencing Homelessness” Conference Workshop, State of NH Bureau of Housing and Homelessness – NH Homeless Providers Conference, 2002.

Service in Professional Societies, Government and Local Organizations:

- Governor Appointed Member, NH Council on Housing Stability, 2020 – Present.
- Council on Housing Stability, Housing and Homelessness Systems Workgroup Co-Chair, 2020 – Present.
- Governor Appointed Public Member Representing Treatment, NH Governor’s Commission on Alcohol and Drug Abuse Prevention, Treatment and Recovery, 2010 – Present.
- Chair and member, Governor’s Commission on Alcohol and Drug Abuse Treatment Taskforce, 2009 – Present.
- State of NH 1115 Transformation Waiver -Network for Health, Region 4, Integrated Delivery Network Steering Committee Member, 2016 – 2022.
- Manchester Continuum of Care, Vice-Chair, 2021 – Present; Chair – 2000-2001.
- Board of Directors Member, National Association of Social Workers –NH Chapter, 2004-2008.
 - Vice-President 2006 – 2008; Executive Council Member at Large 2004-2005; Member 1996-Present.
- Board of Directors Member, NH Coalition to End Homelessness, 2000- 2002.

Fawn Francis

SUMMARY OF QUALIFICATIONS:

- Seven (7) years of experience in program coordination.
- Managed Google calendar agenda and meetings for staff and supervisors
- Profound experience in delivering job readiness support and services
- Act as a communication link between departments
- Performed census tracking for status reports
- Provide multiple office support clerical tasks in a nonprofit social services agency.
- Facilitated a variety of computer and career training programs.

EDUCATION:

- Manchester Community College
 - Microsoft Computer Application I
 - Introduction to MS Applications Office Suite.
- **Administrative Assistant Certification (NOCTI).**
 - Intensive 16-week training program in Administrative Assistant technical and soft skills. Coursework included MS Office computer applications, records management and filing, organization and time management, financial records, business correspondence, reception skills, communication, conflict resolution, customer service skills, and problem-solving.
- **Customer Service Training, Certification.**
 - Completed customer service training, "Through the Customer's Eyes" including dealing with the difficult customer, meeting customer's needs, and customer satisfaction techniques. Passed International Certification Exam.
- **Healthcare Foundations**
 - Intensive 4-week training. Coursework included Intro to Medical Terminology, Intro to Medical Abbreviations, HIPAA Awareness, Blood borne Pathogens/Universal Precautions, Healthcare Compliance/Patient Bill of Rights and Introduction to Medical Billing and Coding.
- **Medical Seminars**
 - Completed two seminars related to healthcare skills; Intro to Medical Terminology and HIPAA Awareness.
- **High School Graduate**

ADDITIONAL SKILLS AND ABILITIES

- Creative Thinker
- Good communication and interpersonal skills
- Demonstrated ability to work collaboratively
- MS Office Professional Computer Skills including Word, Excel, & Access
- Knowledge of QuickBooks, MS Publisher, & MS PowerPoint
- Efficient Records Management/Filing Skills

EXPERIENCE:

Sanmina

2017 – Present

Receptionist/Switch Board Operator
Office support for Human Resources

AECOM

2017

Customer Service Representative

Monroe Staffing: Maplehurst Bakery/ NH EZPASS

2016-2017

Office Support

Customer Service Representative

Manchester Community Resource Center

2008-2017

Office Clerk/Program Coordinator

Michelle Wnek

Staff Accountant

Obtain accountant position at a company that values mentorship and provides opportunities for growth; increase and hone accounting skills and knowledge; pursue masters in accounting degree; contribute to success of company by producing high quality work product and offering innovative thinking.

Authorized to work in the US for any employer

WORK EXPERIENCE

Staff Accountant

Parkland Medical Center - Derry - Derry, NH - Present

Prepare surgical case and patient visit summaries to track volume and analyze variances between departmental data, forecasts, and statistical reports; reconcile general ledger accounts; prepare journal entries for prepaid accounts, amortization, accruals, and allocations; perform accounts payable functions; conduct petty cash and pharmacy audits; assist with month end close and reporting; prepare invoices and post entries related to industrial account and intercompany activity; maintain physician payment log; compile analysis files for Medicare year-end cost reports; and participate in annual budget process by preparing schedules, analyzing current year expenses and determining variances.

Staff Accountant

Harte Hanks - Burlington, MA - 2015-04 - 2016-06

Reconciled general ledger accounts and prepared related schedules; calculated, prepared and recorded journal entries including prepaid amortization, intercompany, revenue entries, payroll, and accounts payable accruals; processed early payment discounts, credit memos, and other invoice adjustments; analyzed intercompany transactions, brokered costs and production costs to reconcile activity; performed monthly closing tasks; tracked and uploaded revenue by client to customer revenue database; maintained fixed assets accounts and inventory accounts; reviewed and researched monthly account fluctuations between actual and budget in Profit & Loss statement; interacted with operations personnel to ensure proper recording of financial results; and performed duties in accordance with Generally Accepted Accounting Principles.

Tax Staff (Seasonal)

Melanson, Heath & Company - Nashua, NH - 2015-01 - 2015-03

Prepared tax returns for individuals, partnerships, and corporations; reviewed financial records such as income statement, balance sheet, and documentation of expenditures; utilized QuickBooks to input data into tax software and reconcile accounts; reviewed documentation to uncover potential deductions; and used working trial balance to determine appropriate adjusting journal entries.

Accounting Intern

Carew & Wells, PLLC - Concord, NH - 2014-06 - 2014-08

Prepared tax returns for individuals; performed monthly bookkeeping tasks in QuickBooks for two restaurants; utilized Creative Solutions Accounting program to assist CPA with financial statement engagements; and assisted with preparing financial statements and related footnotes.

EDUCATION

Bachelor of Arts in Business

University of New Hampshire - Manchester, NH

2014-12

Graduate Accounting Program in progress

Southern New Hampshire University - Manchester, NH

ADDITIONAL INFORMATION

TECHNICAL SKILLS

PeopleSoft; XT Global; M-Files; Document Direct; Business Objects 4.1; Sage Fixed Assets; On Base; Lawson AP Workflow; ProSystem Tax programs; XCM Solutions; UltraTax; Doc.It; QuickBooks; Creative Solutions Accounting; Excel, including pivot tables and vlookups; and proficient with paperless accounting.

LEADERSHIP AND SERVICE

- Treasurer of the Agility Club of New Hampshire
- Member of the New Hampshire Society of Certified Public Accountants
- Volunteer at Moore Center Services

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name:

Amoskeag Health

NAME	JOB TITLE	ANNUAL, AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Elyse O'Rourke	Behavioral Health Counselor	\$49,374.00	\$65,832.00
Scott Schilling	Behavioral Health Counselor	\$48,360.00	\$64,480.00
Melissa Berry	Behavioral Health Counselor	\$54,662.40	\$72,883.20
Madeline Simpson	Behavioral Health Counselor	\$49,249.20	\$65,665.60
Lauren Lisembee	Behavioral Health Counselor	\$49,249.20	\$65,665.60
Christina Miller	Behavioral Health Counselor	\$64,131.60	\$85,505.80
Geysel Lopez	Behavioral Health Counselor	\$42,790.80	\$65,832.00
Jim Olsen	Behavioral Health Counselor	\$42,790.80	\$65,832.00
To Be Hired	Behavioral Health Counselor	\$42,790.80	\$65,832.00
To Be Hired	Community Health Worker	\$39,520.00	\$39,520.00
Samjhana Shrestha	Community Health Worker	\$36,920.00	\$36,920.00
To Be Hired	Community Health Worker	\$36,920.00	\$36,920.00
Matt Augeri	Data & Reporting Manager	\$861.90	\$68,952.00
Stephanie Savard	Director of Strategic Initiatives	\$2,875.08	\$115,003.20
Fawn Francis	Patient Account Billing Rep	\$19,975.90	\$53,268.80
To Be Hired	Patient Navigator	\$21,840.00	\$43,680.00
Michelle Wnek	Accounting & Grant Finance Specialist	\$1,931.28	\$77,251.20

FEB08'23 PM 2:45 RCVD

ARC
5D



Lori A. Weaver
Interim Commissioner

Patricia M. Tilley
Director

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

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4817 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

January 31, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend an existing contract with Amoskeag Health (VC#157274), Manchester, NH for the delivery of primary care health clinics and mental health services in school based settings by exercising a contract renewal option by extending the completion date from June 30, 2023 to June 30, 2024, effective July 1, 2023, upon Governor and Council approval with no change to the price limitation of \$1,010,000.

The original contract was approved by Governor and Council on August 17, 2022, item #19.

EXPLANATION

The purpose of this request is to extend the current contract to allow for the continuation of school-based primary care and mental health services. There are sufficient funds remaining to cover the extended contract period. Due to workforce constraints, the Contractor has had delays hiring positions, resulting in an remain vacant that they had planned to utilize this funding for, thus will likely have a significant unobligated balance at the end of the current contract period.

The Contractor will continue to provide services in partnership with the local school district and are provided to students on a voluntary basis, and only after consent is obtained by the student's parent or guardian. Criminal background checks, Bureau of Elderly and Adult Services State Registry Check and Division for Children Youth and Families Central Registry Check will occur prior to any of the Contractor's staff working within a school-based setting.

The Contractor will continue to:

- Expand and improve academic performance, behavioral health and physical health services at existing and new school-based sites within the Manchester School District, by increasing access to healthcare and other needed services.
- Provide medical telehealth service for acute care in partnership with the nurses in two (2) Manchester elementary schools. These services assist school nurses in assessing acute medical needs and determine a course of action.
- Link students and their families with appropriate resources in the community, as needed.

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

The Department will continue to monitor services by ensuring the Contractor:

- Completes the quarterly Performance Measures Table.
- Completes the biannual Work Plan, and
- Manages other key data metrics, including client -level demographic, performance and service data, as requested by the Department.

As referenced in Exhibit A, of the original agreement of the original agreement, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the two (2) years available.

Should the Governor and Council not authorize this request, the Department may be unable to provide access to school based health clinics for primary care and mental health services which are vital to students K-12 overall health.

Area served: Manchester and Greater Manchester Area.

Respectfully submitted,



Lori A. Weaver
Interim Commissioner

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

This Amendment to the School Based Health Services contract is by and between the State of New Hampshire, Department of Health and Human Services Division ("State" or "Department") and Amoskeag Health ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 17, 2022, (Item #19), 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, 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 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:
June 30, 2024

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2023, 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

2/6/2023

Date

DocuSigned by:
Patricia M. Tilley

Name: Patricia M. Tilley

Title: director

Amoskeag Health

02/06/2023

Date



Name: Kris McCracken

Title: President/CEO

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

OFFICE OF THE ATTORNEY GENERAL

2/6/2023
Date

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

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

19 GRC



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

Lori A. Silbvert
Commissioner

Patricia M. Tully
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

July 14, 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, Division of Public Health Services, to enter into a contract with Amoskeag Health (VC#157274), Manchester, NH, in the amount of \$1,010,000, to provide primary care health clinics and mental health services in school base settings, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through June 30, 2023. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2023, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-90-903510-24680000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, DIVISION OF PUBLIC HEALTH, PUBLIC HEALTH CRISIS RSP-ARP

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Svs	90027508	\$1,010,000
			Total	\$1,010,000

EXPLANATION

The purpose of this request is to establish school-based primary care and mental health services. These services will be provided in partnership with the local school district and services will be provided to students on a voluntary basis and only after consent is obtained by the student's parent or guardian. Criminal background checks, Bureau of Elderly and Adult Services State Registry Check and Division for Children Youth and Families Central Registry Check will occur prior to any of the Contractor's staff working within a school-based setting.

Since the start of the COVID-19 pandemic, there has been an increased need for both health and behavioral health services for New Hampshire's K-12 students. Many students missed crucial well child visits and immunizations, and many have developed increased symptoms of anxiety and depression.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 3

The Contractor, who is already contracted with the Department for the Maternal & Child Health Care in the Integrated Primary Care setting has been providing pediatric care services since 1993 and Behavioral Health services since 2011. The Contractor started providing School based services in collaboration with the Manchester school district in 2012 using the "Community Schools Model". This model promotes collaboration between schools and the community to help increase family and neighborhood engagement and also to help youth development and improve student success. With this new funding, the Contractor has proposed to expand and improve behavioral health and physical health services at existing and new school based sites within the Manchester School District, with the goals of improving behavioral and emotional health, increasing access to healthcare and other needed services as well as, improving academic performance.

The Contractor will use the funds provided to launch a pilot medical telehealth service for acute care in partnership with the school nurses in two (2) Manchester elementary schools. The goal is to assist the school nurses in assessing acute medical needs and determining a course of action. The Contractor also has a long history of community collaborations with other stakeholders and community partners in the Manchester area. The program will link students and their families with appropriate resources in the community, as needed.

The Department will monitor the Contractors services by ensuring:

- Completion of the quarterly Performance Measures Table. Measures include:
 - Total number of unduplicated students served.
 - Total number of physical health services provided.
 - Total number of behavioral health services provided.
 - Total number of preventative health screenings.
 - Total number of depression screenings.
 - Total number of anxiety screenings.
 - Total number and types of REFFERRALS (Outgoing referrals from the School based health center (SHC) that are beyond the capacity of SHC services offered).
 - What are the top four diagnoses seen in the SHC? (Examples: UTI, Anxiety Disorder, etc.).
- Completion of the biannually Work Plan.
- Receipt of other key data metrics, including client-level demographic, performance, and service data, as requested by the Department.

The Department selected the Contractor through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from April 26, 2022 through May 24, 2022. The Department received one (1) response that was reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, of the attached agreement, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department would not be able to provide access to school based health clinics for primary care and mental health services which are vital to students K-12 overall health.

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

Area served: Manchester and Greater Manchester Area

Source of Federal Funds: Assistance Listing Number #93.354, FAIN # NU90TP922144

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

Respectfully submitted,


For: Lori A. Shibinette
Commissioner

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

Project ID # RFA-2023-DPHS-03-SCH00

Project Title School Based Health Services

	Maximum Points Available	Amoskeag Health
Technical		
Ability (O1)	50	45
Experience (O2)	50	43
TOTAL POINTS	100	88

Reviewer Name

- 1 Erica Tenney
- 2 Lisa Storez
- 3 Rhonda Siegel
- 4 Sharl Campbell

Title

- Program Specialist III
- Public Health Nurse Consultant
- Administrator III
- Program Specialist III

Subject: MCH and Primary Care School Base Setting (RFA-2023-DPHS-03-SCHOO-01)

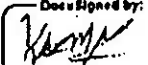
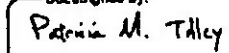
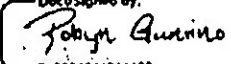
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.


AGREEMENT

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

GENERAL PROVISIONS

I. 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 Amoskeag Health		1.4 Contractor Address 145 Hollis Street Manchester, NH 03101	
1.5 Contractor Phone Number (603) 935-5210	1.6 Account Number 095-90-903510-2468	1.7 Completion Date 6/30/2023	1.8 Price Limitation \$1,010,000
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 7/13/2022		1.12 Name and Title of Contractor Signatory Kris McCracken President/CEO	
1.13 State Agency Signature DocuSigned by:  Date: 7/20/2022		1.14 Name and Title of State Agency Signatory Patricia M. Tilley Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 7/21/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 7/13/2022

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 omissions 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 supersedes all prior agreements and understandings with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services
MCH and Primary Care School Base Setting**

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.3. The parties may extend the Agreement for up two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

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

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

**New Hampshire Department of Health and Human Services
MCH and Primary Care School Base Setting**

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide school-based physical and/or behavioral health services in a K-12 school setting. The Contractor shall:

1.1.1. Obtain written consent from student's parent(s) or legal guardian(s) on a form approved by the Department, prior to providing any physical and/or behavioral health services. Services include, but are not limited to:

1.1.1.1. A preventive health exam or well-child exam to thoroughly review the student's general well-being.

1.1.1.2. A complete physical examination with recommendations concerning the student's health.

1.1.1.3. An acute care visit focused on the student's new or existing health problem(s). Some examples include, but are not limited to:

1.1.1.3.1. BMI assessment with nutrition education and physical activity counseling.

1.1.1.3.2. Immunization administration.

1.1.1.3.3. Health education/training on diabetes and/or asthma.

1.1.1.3.4. Urgent sickness/illness visits for triage and/or first aid.

1.1.1.3.5. Medication management and education.

1.2. The Contractor shall provide behavioral health services within the school setting. Services must be performed by a behavioral health clinical and are to involve the treatment, diagnosis, or care of a student K-12 experiencing behavioral health concerns. Services include, but are not limited to:

1.2.1. Depression/anxiety screening.

1.2.2. Individual counseling.

1.2.3. Group counseling.

1.2.4. Crisis intervention/stabilization.

1.3. The Contractor shall increase collaboration between community service providers in order to increase successful referrals for students needing services outside of the school-based health center, which include, but are not limited to:

1.3.1. Family resource centers.

1.3.2. Community health centers.



**New Hampshire Department of Health and Human Services
MCH and Primary Care School Base Setting**

EXHIBIT B

- 1.3.3. Primary care.
- 1.3.4. Community organizations servicing youth.
- 1.4. The Contractor shall increase screenings for Social Determinants of Health (SDOH) needs and provide referrals. SDOH include, but are not limited to:
 - 1.4.1. Economic Stability.
 - 1.4.2. Health Care Access and Quality.
 - 1.4.3. Education Access and Quality.
 - 1.4.4. Neighborhood and Build Environment.
 - 1.4.5. Social and Community Context.
- 1.5. The Contractor shall ensure access to services related to either physical or behavioral health, including services related to the emotional and financial impacts of COVID-19 on children and/or families.
- 1.6. The Contractor shall ensure all professional medical staff have applicable licensing and credentials.
- 1.7. The Contractor shall obtain, at expense of the Contractor or its subcontractor(s), a Criminal Background Check as required by State Law. The Contractor shall authorize the Department to conduct a Bureau of Elderly and Adults (BEAS) State Registry check and a Division for Children Youth and Families (DCYF) Central Registry check, as applicable, at no cost to the Contractor. The BEAS State Registry check and DCYF Central Registry check provide confidential results, which shall be returned directly to the Department.
- 1.8. The Contractor shall ensure that all employees and subcontractors providing direct services to individuals under this Agreement have undergone a criminal background check and have no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement.
- 1.9. The Contractor shall not commence services prior to the Department's receipt and verification of all required documentation referenced in 1.7.
- 1.10. Reporting
 - 1.10.1. The Contractor shall submit quarterly reports to the Department's Maternal Child Health (MCH) utilizing the Performance Measures Table, which is attached as Appendix F.
 - 1.10.2. The Contractor shall develop and submit a high-level Work Plan in a format approved by the Department, which is attached as Appendix G, and no greater than three (3) pages in length, biannually (August 1, 2022 and February 1, 2023) to the Department for approval.
 - 1.10.2.1. In year one (1), the Contractor shall submit a Work Plan to

**New Hampshire Department of Health and Human Services
MCH and Primary Care School Base Setting**

EXHIBIT B

the Department within thirty (30) days of the Contract Effective Date. Annual Work Plans, must include, but are not limited to:

1.10.2.1.1. Campaign objectives.

1.10.2.1.2. Fiscal reports specific to this supplemental funding award, activities, and outcomes for each State Fiscal Year of the Contract.

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

1.11. Performance Measures

1.11.1. The Department will monitor Contractor performance by ensuring that the Contractor captures data elements indicated on the Performance Measures Table, which is attached as Appendix F, and report the data to the Department, as referenced in 1.10.1.

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.

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.

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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



**New Hampshire Department of Health and Human Services
MCH and Primary Care School Base Setting**

EXHIBIT B

3.2.1. 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.

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement 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."

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

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

- 3.3.3.1. Brochures.
- 3.3.3.2. Resource directories.
- 3.3.3.3. Protocols or guidelines.
- 3.3.3.4. Posters.
- 3.3.3.5. Reports.

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

4. Records

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

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

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such

**New Hampshire Department of Health and Human Services
MCH and Primary Care School Base Setting**

EXHIBIT B

costs and expenses; and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

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

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

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives 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.

03
[Signature]

**New Hampshire Department of Health and Human Services
MCH and Primary Care School Base Setting**

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% Federal funds, Public Health Crisis Response, as awarded on May 18, 2021, by the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, CFDA 93.354, FAIN # NU90TP922144.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to DPHSCContractBilling@dhhs.nh.gov or mailed to:

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



**New Hampshire Department of Health and Human Services
MCH and Primary Care School Base Setting**

EXHIBIT C

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
8. Audits
 - 8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
 - 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 8.4. In addition to, and not in any way in limitation of obligations of the 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

**New Hampshire Department of Health and Human Services
MCH and Primary Care School Base Setting**

EXHIBIT C


to which exception has been taken, or which have been disallowed because of such an exception.

BY-1.0

Exhibit C-1

RFAs-2023-DPHS-03-SCH00-01

New Hampshire Department of Health and Human Services Complete one budget form for each budget period. Contractor Name: <u>Amoskeag Health</u> Budget Request for: <u>MCH and Primary Care School Base Setting</u> Budget Period: <u>September 1, 2022 - June 30, 2023 (SFY 2023)</u> Indirect Cost Rate (if applicable) <u>10.00%</u>	
Line Item	Program:Cost - Funded by DHHS
1. Salary & Wages	\$556,457
2. Fringe Benefits	\$131,880
3. Consultants	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0
5.(a) Supplies - Educational	\$30,000
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$703
5.(e) Supplies Office	\$59,660
6. Travel	\$1,875
7. Software	\$44,306
8. (a) Other - Marketing/Communications	\$6,240
8. (b) Other - Education and Training	\$28,800
8. (c) Other - Other (specify below)	
Other - Interpretation	\$56,160
Other - Employee Health	\$2,100
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$918,182
Total Indirect Costs	\$91,818
TOTAL	\$1,010,000


 7/13/2022

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Vendor Name: Amoskeag Health

7/13/2022

Date

DocuSigned by:

Name: K. P. McCracken

Title: President/CEO

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

Vendor Name: Amoskeag Health

7/13/2022

Date

DocuSigned by:

Name: K. McCracken

Title: President/CEO

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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

New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

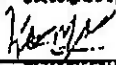
LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Amoskeag Health

7/13/2022

Date

DocuSigned by:

 Name: KPT McCracken
 Title: President/CEO

Contractor Initials

 Date 7/13/2022

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: Amoskeag Health

7/13/2022

Date

DocuSigned by:

Name: KPT McCracken

Title: President/CEO

Exhibit G

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

Contractor Initials

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Amoskeag Health

7/13/2022


Date

DocuSigned by:

Name: KRIS McCracken

Title: President/CEO

Contractor Initials


Date 7/13/2022

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.

[Handwritten Signature]

New Hampshire Department of Health and Human Services



Exhibit I

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

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

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

New Hampshire Department of Health and Human Services



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

New Hampshire Department of Health and Human Services



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.

3/2014

Contractor Initials

Date 7/13/2022



New Hampshire Department of Health and Human Services

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 of

Patricia M. Tilley

Signature of Authorized Representative

Patricia M. Tilley

Name of Authorized Representative
Director

Title of Authorized Representative

7/20/2022

Date

Amoskeag Health

Name of the Contractor

[Signature]

Signature of Authorized Representative

Kris McCracken

Name of Authorized Representative

President/CEO

Title of Authorized Representative

7/13/2022

Date

[Handwritten initials]

New Hampshire Department of Health and Human Services
Exhibit J



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

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

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

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

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

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

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

Contractor Name: Amoskeag Health

7/13/2022

Date

DocuSigned by:

Name: KRIS MCCracken

Title: President/CEO

Contractor Initials

Date 7/13/2022

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

1. The UEI (SAM.gov) number for your entity is: PJE7C4T4PE88
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

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

NO YES

If the answer to #3 above is YES, stop here

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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[Signature]

New Hampshire Department of Health and Human Services

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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New Hampshire Department of Health and Human Services

Exhibit K

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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New Hampshire Department of Health and Human Services

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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New Hampshire Department of Health and Human Services

Exhibit K

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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New Hampshire Department of Health and Human Services
Exhibit K
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.

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New Hampshire Department of Health and Human Services
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

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